

CONSENT AND RELEASE

The following is the factual background of this instrument:

1. JERRY CASTAGNA (the "Decedent"), as Grantor and as Trustee, created The Jerry Castagna Living Trust (the "Trust") by an agreement dated April 11, 2023.
2. The Decedent died on November 19, 2023, with the Trust then being in full force and effect.
3. As a result of the Decedent's death, the Decedent's former wife, CAROLYN CASTAGNA ("Carolyn") and the Decedent's daughter, HOLLY RANAE CASTAGNA ("Holly") became successor co-Trustees of the Trust, and continue to so serve.
4. At the time of the Decedent's death, one of the assets of the Trust was the property described on the deed attached hereto as Exhibit A (the "Property").
5. The Property was formerly owned by the Decedent and Carolyn, who conveyed it to the Trust by the deed attached as Exhibit A, dated October 6, 2023.
6. At the Decedent's death, the Trust, after a \$25,000 pecuniary gift to JAMES MINISALL, divided into two equal shares, one equal share of which is to be distributed to the Carolyn Castagna Trust ("Carolyn's Trust") created under Article V of the Trust, and one equal share of which is to be distributed to the Holly Ranae Castagna Trust created under Article VI of the Trust ("Holly's Trust").
7. The provisions of Carolyn's Trust are as follows: Carolyn is entitled to an annual unitrust amount equal to five percent (5%) of the net fair market value of the trust estate, and in addition, the Trustees may pay to or for the benefit of Carolyn so much of the remaining net income and principal of Carolyn's Trust as they deem necessary or advisable for her health and support, but only in the event of an extreme financial emergency. Upon Carolyn's death, Carolyn's Trust

terminates and the remaining balance of Carolyn's Trust is to be added to Holly's Trust, if Holly survives Carolyn, or if not, to such persons or entities (excluding herself, her estate, her creditors or creditors of her estate) in such amounts or proportions as Carolyn appoints in her Last Will by specific reference to this power; in the event Carolyn fails to effectively exercise this power of appointment, Carolyn's Trust shall be distributed to JAMES MINISALL, if he survives Carolyn, or if not, to his lineal descendants who survive Carolyn, in equal shares per stirpes.

8. The provisions of Holly's Trust are as follows: until Holly attains age seventy-five (75), she is entitled to an annual unitrust amount equal to five percent (5%) of the net fair market value of Holly's Trust. In addition, the Trustees may pay to or for Holly's benefit so much of the remaining net income and principal of Holly's Trust as the Trustees deem necessary or advisable for her health and support, but only in the event of an extreme financial emergency. The remainder of Holly's Trust estate is to be distributed outright and free from further trust to Holly upon her attaining age seventy-five (75). In the event Holly dies before receiving all assets of Holly's Trust, that trust terminates and the remaining balance is to be distributed to Carolyn's Trust, if Carolyn is then surviving, or if not, shall be divided and distributed, in trust or otherwise, to such persons or entities (excluding herself, her estate, her creditors or creditors of her estate) in such amounts or proportions as Holly appoints in her Last Will; in the event Holly fails to effectively exercise this power of appointment, Holly's Trust is to be divided and distributed among Holly's lineal descendants who survive her, in equal shares per stirpes, or if none, shall be distributed to JAMES MINISALL, if he is then surviving, or if not, to his then surviving lineal descendants, in equal shares per stirpes.

9. Holly currently has no lineal descendants.

10. JAMES MINISALL currently does have living lineal descendants.

11. Carolyn joined in the conveyance of the Property by inadvertence and mistake. Carolyn considered the Property her own, and had been paying property taxes on the Property for the years prior to the conveyance.

12. In order to correct the mistake in conveying the Property to the Trust, Carolyn and Holly wish to convey the Property outright and free from trust to Carolyn. The Property is currently unimproved and has a current fair market value of approximately One Hundred Thousand Dollars (\$100,000). At the time of the conveyance of the Property to the Trust, Carolyn owned an undivided one-half (1/2) interest as a tenant in common in the Property.

13. Carolyn, Holly, and JAMES MINISALL acknowledge that conveyance of the Property to Carolyn, without consideration being paid by Carolyn, is technically a breach of trust at a minimum with respect to the one-half (1/2) interest in the Property that was owned by the Decedent, and that each of the signatories to this instrument would have a right of action for breach of trust against Carolyn and Holly for the conveyance of the Property to Carolyn.

14. Each party to this instrument acknowledges his or her awareness of his or her right to seek legal counsel with respect to his or her rights under the Trust and with respect to this Consent and Release, and each acknowledges that Fisher, Tousey, Leas & Ball is not acting as counsel for each or any of them, as beneficiaries of the Trust.

NOW, THEREFORE the parties hereto, as beneficiaries of the Trust, hereby consent to the conveyance of the Property to Carolyn, without consideration, and agree to release Carolyn and Holly, as Trustees of the Trust, from any and all liability with respect to this transaction.

WITNESSED BY:

Sign: Victoria Inman
Print Name: VICTORIA THOMAS
Address: 41041 W US HWY 90
City/State/Zip: LAKE CITY, FL 32055

Sign: Lauren Beadler
Print Name: Lauren Beadles
Address: 41041 W US HWY 90
City/State/Zip: LAKE CITY, FL 32055

Sign: Victoria Inman
Print Name: VICTORIA THOMAS
Address: 41041 W US HWY 90
City/State/Zip: LAKE CITY, FL 32055

Sign: Lauren Beadler
Print Name: Lauren Beadles
Address: 41041 W US HWY 90
City/State/Zip: LAKE CITY, FL 32055

Sign: Victoria Inman
Print Name: VICTORIA THOMAS
Address: 41041 W US HWY 90
City/State/Zip: LAKE CITY, FL 32055

Sign: Lauren Beadler
Print Name: Lauren Beadles
Address: 41041 W US HWY 90
City/State/Zip: LAKE CITY, FL 32055

Carolyn Castagna
CAROLYN CASTAGNA

Holly Castagna
HOLLY RANAE CASTAGNA

James Minisall
JAMES MINISALL

EXHIBIT A

This Instrument Prepared By:
JERRY J. CASTAGNA
1014 NW Lake City Avenue
Lake City, Florida 32055
Return To:
JERRY J. CASTAGNA
1014 NW Lake City Avenue
Lake City, Florida 32055

Inst: 202312018797 Date: 10/06/2023 Time: 2:13PM
Page 1 of 2 B: 1500 P: 842, James M Swisher Jr, Clerk of Court
Columbia, County, By: OA
Deputy Clerk Doc Stamp-Deed: 0.70

GENERAL WARRANTY DEED
Individual to Individual

THIS WARRANTY DEED made this 6th day of OCTOBER, 2023 by JERRY J. CASTAGNA AND CAROLYN CASTAGNA hereinafter called the Grantor, to THE JERRY CASTAGNA LIVING TRUST dated April 11, 2023, whose post office address is 1014 NW Lake City Avenue, Lake City, Florida 32055 hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of Corporation.)

THE GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells unto the Grantee all that certain land, situate in COLUMBIA County, Florida viz: TAX ID# 31-3S-16-02415-000:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN NORTH 00 DEGREES 18 MINUTES 01 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST ¼ OF NORTHWEST ¼, 682.23 FT; THENCE SOUTH 88 DEGREES 24 MINUTES 48 SECONDS EAST, 1071.21 FT; THENCE SOUTH 02 DEGREES 29 MINUTES 18 SECONDS WEST, 676.71 FT TO THE SOUTH LINE OF SAID NORTHWEST ¼ OF NORTHWEST ¼, THENCE NORTH 88 DEGREES 42 MINUTES 09 SECONDS WEST, ALONG SAID SOUTH LINE OF NORTHWEST ¼ OF NORTHWEST ¼, 1038.11 FT TO THE POINT OF BEGINNING CONTAINING 16.45 ACRES, MORE OR LESS SUBJECT TO EXISTING MAINTAINED ROAD RIGHT-OF-WAYS FOR SW ARBOR LANE ALONG THE SOUTH SIDE THEREOF AND SW HUNTER ROAD ALONG THE WEST SIDE THEREOF.

The above-described property is not the Homestead of the grantor, nor has it ever been the Homestead of same.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining. To have and to hold, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESS

Printed Name

WITNESS

Printed Name

JERRY J. CASTAGNA

CAROLYN CASTAGNA

Clark P. Capps

STATE OF FLORIDA
COUNTY OF COLUMBIA

I hereby certify that on this 6th day of October, 2023, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared, JERRY J. CASTAGNA, who is personally known to me, and known to me to be the person described in and who executed the foregoing instrument, who acknowledged before that he executed the same, and an oath was not taken.

Vera Lisa Hicks

NOTARY PUBLIC

My Commission Expires 8.23.26



STATE OF FLORIDA
COUNTY OF COLUMBIA

I hereby certify that on this 6th day of October, 2023, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared, CAROLYN CASTAGNA, who is personally known to me, and known to me to be the person described in and who executed the foregoing instrument, who acknowledged before that she executed the same, and an oath was not taken.

Vera Lisa Hicks

NOTARY PUBLIC

My Commission Expires 8.23.26

