

CFN 20210282762

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RECORDED 06/17/2021 12:53:48
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1276 - 1289; (14pgs)

Prepared by and Return to:
Thomas J. Baird, Esq.
Jones, Foster, P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

This is not certified

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control (“Declaration”) is made effective as of this 15th day of June, 2021, by RIVIERA BEACH JOF ESA I, LLC, a South Carolina limited liability company (“JDA”), and AMAZON.COM SERVICES LLC, a Delaware limited liability company (“Operator”).

WITNESSETH:

WHEREAS, JDA is the fee simple owner of that certain real property located in the City of Riviera Beach, Florida, more particularly described on Exhibit A, attached hereto and hereby made a part hereof (“Parcel A”), which is leased to Operator pursuant to a lease; and

WHEREAS, Operator is the fee simple owner of that certain real property located in the City of Riviera Beach, Florida, that is contiguous to Parcel A and is more particularly described in Exhibit B attached hereto and hereby made a part hereof (“Parcel B”); and

WHEREAS, Operator is the fee simple owner of that certain real property located in the City of Riviera Beach, Florida that is contiguous to Parcels A and B, and is more particularly described on Exhibit C attached hereto and hereby made a part hereof (“Parcel C”); and

WHEREAS, Parcels A, B, and C shall hereinafter be sometimes referred collectively as the “Properties”; and

WHEREAS, Operator desires for the City of Riviera Beach, Florida (the “City”), to approve the development of the Properties as part of a unified development plan, and as a condition to obtaining such approval Operator has agreed to subject the Properties to the covenants, conditions and restrictions of this Unity of Control as set forth herein; and

WHEREAS, Operator and JDA agree with the City that, for the proper development of the Properties, JDA and Operator shall provide for mutual and reciprocal right-of-way for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, the enjoyments of which cross easements shall be shared by the respective parties owning any portion of the Properties and their respective heirs, successors, assigns and successors in title to all or part of the Properties and to the tenants, lessees, agents, employees,

guests, and invitees of any owner of the Properties or any portion thereof and guests and invitees of tenants and lessees legally occupying any of the Properties; and

WHEREAS the Properties are to be developed in accordance with that certain site plan, a copy which is attached as Exhibit D, which site plan, as amended from time to time and as approved by the City, is hereinafter referred to as the "Site Plan"; and

WHEREAS, the City has a health, safety and welfare interest in safe and efficient traffic circulation on the road and driveway system and the establishment of common drainage and utilities through the establishment of this Declaration that covers the Properties; and

WHEREAS, the City is a direct, third party beneficiary to this Declaration.

NOW THEREFORE, in consideration of the grants and agreements herein made and in consideration of \$10,000 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and JDA hereby subject the Properties to the following restrictions:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Unified Control. The Properties have been planned as a whole and shall be integrated and used as a single development for buildings, related uses and facilities, subject to all of the City's applicable laws, ordinances, and land development regulations pertaining to the Properties. All structures, uses, and parking areas on the Properties are and will be part of a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Properties shall be developed in accordance with the Site Plan attached to this Declaration as Exhibit D and shall meet the land development requirements as if they are one lot.
3. Easements. Operator and JDA hereby dedicate, grant and establish for the benefit of the Properties, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgages, tenants, lessees, subtenants, licensees, heirs, successors and assigns) the following easements:
 - a. A non-exclusive easement for the right-of-way of pedestrians and vehicular ingress and egress over, on and across the areas within the Properties constituting driveways and roadways, as shown on the Site Plan.
 - b. A non-exclusive easement for the parking of vehicles over, on and across areas within the Properties constituting parking areas.
 - c. A non-exclusive easement for the installation, operation and maintenance of utilities necessary to serve all portions of the Properties, including, but not limited to, the right

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to install, maintain, use, repair and replace underground pipes, ducts, conduits and cables as necessary to transmit and distribute electricity, gas, water, sewer, cable television, drainage, telephone, lighting and other utilities and common public services under such present and future areas of the Properties constituting parking areas, driveways and roadways, as shown on the Site Plan, and through the other portions of the Properties which specifically provide for and contain such utility lines, provided the same does not materially interfere with the use and enjoyment of any portion of the Properties. This utility easement shall be recorded in a separate instrument filed in the public records of Palm Beach County, Florida prior to the submission of the Site Plan to the City Council for its approval.

- d. A non-exclusive easement for surface water management and drainage necessary to serve all portions of the Properties over, under and across such areas within the Properties constituting parking areas, driveways and roadways, as shown on the Site Plan which specifically provide for and contain water management and drainage facilities, provided the same does not materially interfere with the use and enjoyment of any portion of the Properties. This easement shall be recorded in a separate instrument filed in the public records of Palm Beach County, Florida prior to the submission of the Site Plan to the City Council for its approval.
 - e. The owners of the Properties shall provide for the perpetual operation and maintenance of all shared/common facilities, and improvements, which are not provided, operated or maintained at public expense.
4. Covenants Run with the Land. All of the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Properties.
5. Transfer and/or Conveyance. It is recognized that Parcels A, B, and C may be transferred and conveyed to separate owners and/or mortgagees and that this Unity of Control does not restrict the sale or encumbrance of the Properties, nor does it restrict the creation of leases on all or part of Parcel A, B, or C.
6. Modification and Termination. This Declaration may not be terminated or modified in any way except by means of an instruments executed by the City and the fee simple owners of the Properties. Notwithstanding foregoing, in the event Operator is no longer a tenant of Parcel A, whether by expiration or termination of its lease of Parcel A, and JDA records in the public records of Palm Beach County, Florida, an acknowledgement confirming (i) that Operator is no longer a tenant of Parcel A and (ii) that neither JDA nor its future tenants of Parcel A will operate Parcel A consistent with the City's site plan approval of the Properties, then upon such recording this Declaration and the easements

burdening Parcel A created pursuant to Section 3 above (but not any easements granted between JDA and Operator as evidence by a separately recorded easement agreement), shall automatically terminate and be of no further force or effect with respect to Parcel A. In such event: (a) the City's site plan approval of the Properties as one unified planned development shall be revoked and (b) Operator shall obtain the City's new site plan approval of Parcels B and C. As to Parcel A, Parcel A may be used and operated as a stand-alone building after securing separate permits as a part of a site plan modification administratively approved by City staff so long as the site plan does not deviate greater than five (5) percent from the portion of the originally approved site plan with respect to Parcel A. If future amendments to the site plan deviate greater than five (5) percent from the originally approved site plan for Parcel A, JDA, and/or owner of Parcel A, will be required to seek City approval of the site plan in order to revert back to an independent site and stand-alone building.

7. Owner's Restrictions. No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easement herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Properties which constitute parking areas, driveways and roadways on the Site Plan shall not be blocked, obstructed or impeded.
8. Miscellaneous.
 - a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of the Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid enforceable to the fullest extent permitted by law.
 - b. This Declaration shall be recorded in the Public Records of Palm Beach County, Florida.
 - c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.
 - d. This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Properties, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Properties or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Properties by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.

Nothing contained in this Declaration shall preclude JDA or Operator or their successors in interest to the Properties from imposing further covenants not inconsistent with the terms and conditions of this Declaration.

- e. The City, as a third-party beneficiary, has the right to enforce the Declaration through legal, equitable or administrative proceedings.
- f. The venue for any legal action or proceeding regarding this Declaration shall be in Palm Beach County, Florida.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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IN WITNESS WHEREOF, the owners of the Properties have executed this instrument as of the Effective Date.

Signed, sealed and delivered in the presence of the following two (2) witnesses:

Witness No. 1


Print Name: Jason E. Lynch

Witness No. 2

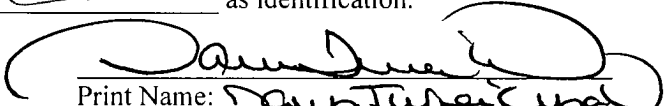

Print Name: Maggie Adair

STATE OF South Carolina
COUNTY OF Spartanburg

The foregoing instrument was acknowledged before me this 15th day of June 2021, by Danc. Breeden, Jr. who was physically present, as Secretary/Treasurer (title), of RIVIERA BEACH JOF ESA I, LLC, a South Carolina limited liability company, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

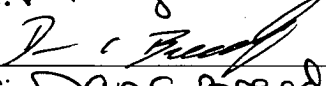



Print Name: Dawn Turner Kunak
My Commission Expires: 4-5-2022

JDA:

RIVIERA BEACH JOF ESA I, LLC,
a South Carolina limited liability company

By: Johnson Development Associates, Inc.
Its: Manager

By: 
Name: Danc. Breeden, Jr.
Title: Secretary/Treasurer

Date: 6-15-21

Operator:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

Signed, sealed and delivered in the presence of
the following two (2) witnesses:

Witness No. 1

[Signature]
Print Name: Scott Montgomery

Witness No. 2

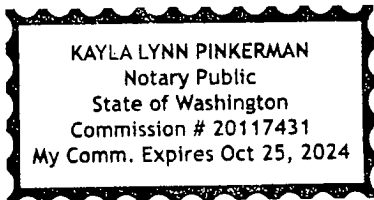
[Signature]
Print Name: Daniel Dalmaso

By: [Signature]
Name: Benjamin Seeger
Title: Authorized Signatory
Date: 6-15-21

STATE OF WA)
)
COUNTY OF King)

I certify that I know or have satisfactory evidence that Benjamin Seeger is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 15 day of June, 2021.



[Notary Seal]

[Signature]
Print name: Kayla Pinkerman
Notary Public in and for the State of Washington
residing at Seattle
My appointment expires: October 25, 2024

EXHIBIT A

PARCEL A

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, NORTH 88°30'27" WEST, A DISTANCE OF 305.95 FEET TO THE INTERSECTION WITH THE ORIGINAL CENTERLINE OF A 30 FOOT RIGHT OF WAY FORMERLY KNOWN AS OLD DIXIE HIGHWAY; THENCE CONTINUE ALONG SAID NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, NORTH 88°30'27" WEST, A DISTANCE OF 70.34 TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF PRESIDENT BARACK OBAMA HIGHWAY (FORMERLY KNOWN AS OLD DIXIE HIGHWAY) AS SHOWN ON ROAD PLAT BOOK 3, PAGES 190 THROUGH 199, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 20°58'19" EAST, A DISTANCE OF 427.45 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST 13TH STREET, AS DEPICTED ON THE PLAT OF FUTURA INDUSTRIAL SUBDIVISION, AS SHOWN ON PLAT BOOK 31, PAGE 175, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 70°59'33" WEST, A DISTANCE OF 270.89 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST 13TH STREET, NORTH 88°30'27" WEST, A DISTANCE OF 485.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 02°44'53" EAST, A DISTANCE OF 490.00 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33 AND TO A POINT ON THE SOUTH LINE OF THE REPLAT OF PLAT NO. 1 LEWIS TERMINALS, AS SHOWN ON PLAT BOOK 27, PAGES 39 THROUGH 41, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE SOUTH 88°30'27" EAST, A DISTANCE OF 564.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT BETWEEN RAO ELECTRIC CO. INC. AND ANTHONY F. D'ANNA, RECORDED IN OFFICIAL RECORD BOOK 3548, PAGE 1419 GRANTING SUBJECT PROPERTY A 10.00' NON-EXCLUSIVE EASEMENT FOR THE MAINTENANCE OF SEWER LINES ONTO THE WEST 10 FEET OF LOT 5, BLOCK U OF THE RE-PLAT OF PLAT 1 LEWIS TERMINALS, AS RECORDED IN PLAT BOOK 27, PAGES 39-41, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING A TOTAL OF 314,967 SQUARE FEET OR 7.231 ACRES, MORE OR LESS.

LESS AND EXCEPT:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, NORTH 88°30'27"

WEST, A DISTANCE OF 305.95 FEET TO THE INTERSECTION WITH THE ORIGINAL CENTERLINE OF A 30 FOOT RIGHT OF WAY FORMERLY KNOWN AS OLD DIXIE HIGHWAY; THENCE CONTINUE ALONG SAID NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, NORTH 88°30'27" WEST, A DISTANCE OF 70.34 TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF PRESIDENT BARACK OBAMA HIGHWAY (FORMERLY KNOWN AS OLD DIXIE HIGHWAY) AS SHOWN ON ROAD PLAT BOOK 3, PAGES 190 THROUGH 199, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 20°58'19" EAST, A DISTANCE OF 386.05 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND;

THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 20°58'19" EAST, A DISTANCE OF 41.40 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET, A 50 FOOT PUBLIC RIGHT OF WAY, AS DEPICTED ON THE PLAT OF FUTURA INDUSTRIAL SUBDIVISION, RECORDED IN PLAT BOOK 31, PAGE 175, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 70°59'33" WEST, A DISTANCE OF 41.40 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 20°00'37" EAST, A DISTANCE OF 57.53 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 856 SQUARE FEET OR 0.020 ACRES, MORE OR LESS.

EXHIBIT B

PARCEL B

Parcel 1, Plat of Thirteenth Street Industrial, according to the map or plat thereof, as recorded in Plat Book 201, Page(s) 23-24, of the Public Records of Palm Beach County, Florida.

The above description is the same as the one described per Title Commitment Order No 9203637 issued by Chicago Title Insurance Company, bearing an effective date of January 22, 2021 at 8:00 AM.

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EXHIBIT C

PARCEL C

Parcel 2, Plat of Thirteenth Street Industrial, according to the map or plat thereof, as recorded in Plat Book 201, Page(s) 23-24, of the Public Records of Palm Beach County, Florida.

The above description is the same as the one described per Title Commitment Order No 9203637 issued by Chicago Title Insurance Company, bearing an effective date of January 22, 2021 at 8:00 AM.

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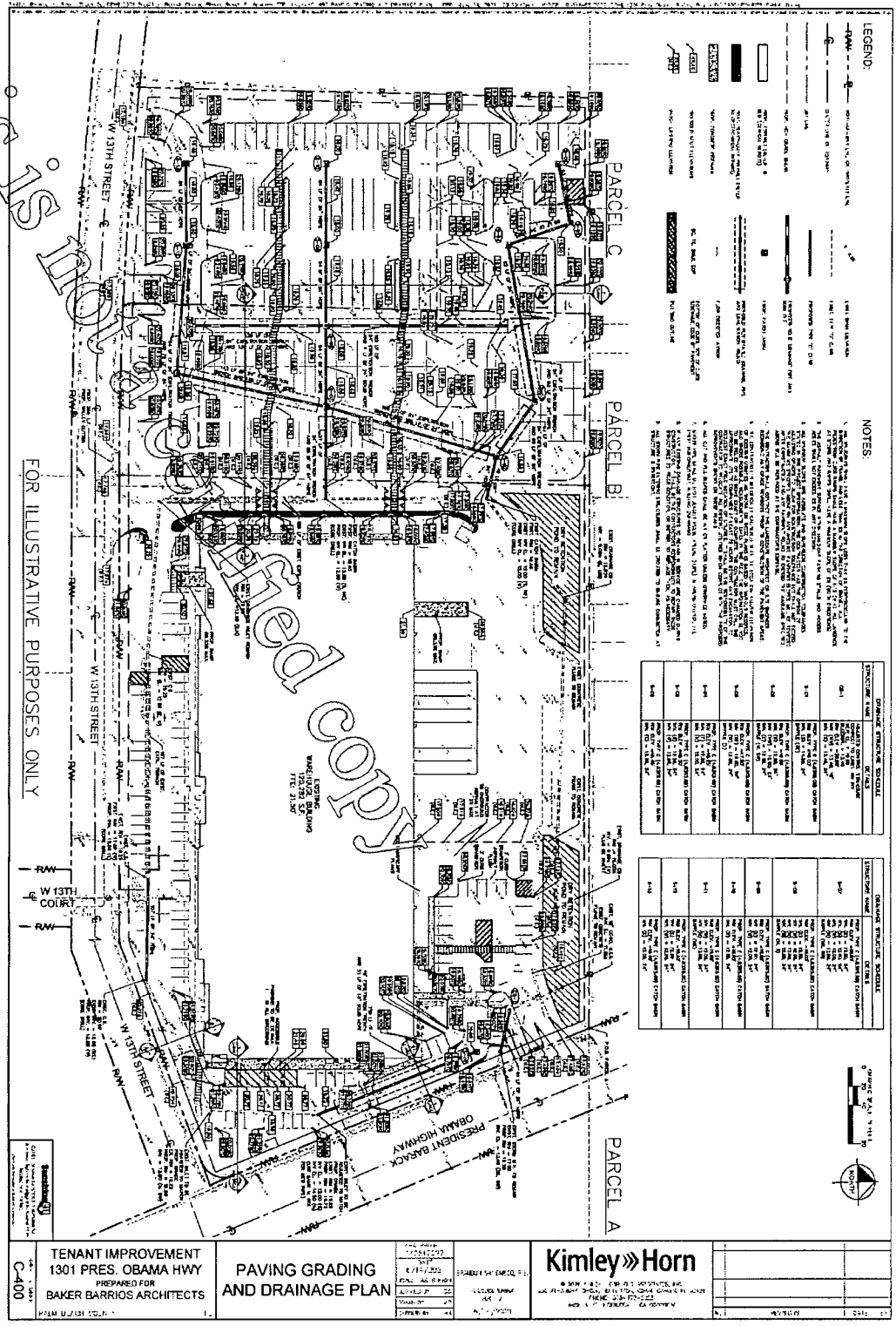
EXHIBIT D

SITE PLAN

See attached
(for illustrative purposes)

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TENANT IMPROVEMENT
 1301 PRES. OBAMA HWY
 PREPARED FOR
 BAKER BARRIOS ARCHITECTS

**PAVING GRADING
 AND DRAINAGE PLAN**

DATE	DESCRIPTION
11/11/2022	ISSUED FOR PERMIT
08/15/2022	ISSUED FOR PERMIT
08/15/2022	ISSUED FOR PERMIT
08/15/2022	ISSUED FOR PERMIT
08/15/2022	ISSUED FOR PERMIT
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08/15/2022	ISSUED FOR PERMIT
08/15/2022	ISSUED FOR PERMIT
08/15/2022	ISSUED FOR PERMIT

Kimley»Horn

NO. 1	DATE	DESCRIPTION
1	11/11/2022	ISSUED FOR PERMIT
2	08/15/2022	ISSUED FOR PERMIT
3	08/15/2022	ISSUED FOR PERMIT
4	08/15/2022	ISSUED FOR PERMIT
5	08/15/2022	ISSUED FOR PERMIT
6	08/15/2022	ISSUED FOR PERMIT
7	08/15/2022	ISSUED FOR PERMIT
8	08/15/2022	ISSUED FOR PERMIT
9	08/15/2022	ISSUED FOR PERMIT
10	08/15/2022	ISSUED FOR PERMIT

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