

**PROGRAM SECTION  
INSTITUTIONAL CONTROL  
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC # 15-0002  
FILE NAME: (aka. Marcia Gucciardi) R.L. Johnson Plumbing  
FAC ID/PROJ. #: 169810349 PROGRAM AREA: PRP  
Project Manager: George Maitack Phone (904) 255-7153  
Location: City of Jacksonville

- ☒ ICOR - OGC REVIEW REQUEST - DRC PACKAGE
- ☐ ALDOCS UPLOAD OF ICOR
- ☒ FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC Includes.
- ☒ CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST
  - ☐ R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C
  - ☒ DRAFT RESTRICTIVE COVENANT
  - ☒ EXHIBIT A \_\_\_\_\_
  - ☐ EXHIBIT B \_\_\_\_\_
  - ☐ EXHIBIT \_\_\_\_\_
  - ☐ EXHIBIT \_\_\_\_\_

- ☒ DEEDS TO THE PROPERTY
- ☒ TITLE SEARCH REPORT Commitment for Title Ins. updated to 1-21-15
- ☒ EXHIBIT OF LEGAL DESCRIPTION SEARCHED
  - ☐ DEEDS BACK TO ROOT OF TITLE
  - ☐ ENCUMBRANCES (EASEMENTS, LIENS, ETC)

- ☒ COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION) Verified 3-10-15

- ☐ RELATED PARTIES OR DEP CASES
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- ☐ NOTICE SENT TO EASEMENT HOLDER OR BANK

- ☐ MISCELLANEOUS \_\_\_\_\_

**JOHNSON RONNIE L**  
425 PARK AVE  
JACKSONVILLE, FL 32218-1459

**Primary Site Address**  
14403 N MAIN ST  
Jacksonville FL 32218

**Official Record Book/Page**  
05435-00289

**Title #**  
7217

### 14403 N MAIN ST

#### Property Detail

<b>RE #</b>	107895-0000
<b>Tax District</b>	GS
<b>Property Use</b>	4897 WAREHOUSE, PREFAB
<b># of Buildings</b>	1
<b>Legal Desc.</b>	06-057 40-1N-27E DUVAL CITY ADDN
<b>Subdivision</b>	01868 DUVAL CITY ADDITION
<b>Total Area</b>	51346

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

#### Value Summary

	<b>2014 Certified</b>	<b>2015 In Progress</b>
<b>Value Method</b>	Income	Income
<b>Total Building Value</b>	\$0.00	\$0.00
<b>Extra Feature Value</b>	\$0.00	\$0.00
<b>Land Value (Market)</b>	\$145,600.00	\$121,100.00
<b>Land Value (Agric.)</b>	\$0.00	\$0.00
<b>Just (Market) Value</b>	\$396,500.00	\$406,600.00
<b>Assessed Value</b>	\$260,543.00	\$286,597.00
<b>Cap Diff/Portability Amt</b>	\$135,957.00 / \$0.00	\$120,003.00 / \$0.00
<b>Exemptions</b>	\$0.00	See below
<b>Taxable Value</b>	\$260,543.00	See below

### Taxable Values and Exemptions – In Progress

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

County/Municipal Taxable Value  
No applicable exemptions

SJRWMD/FIND Taxable Value  
No applicable exemptions

School Taxable Value  
No applicable exemptions

### Sales History

<b>Book/Page</b>	<b>Sale Date</b>	<b>Sale Price</b>	<b>Deed Instrument Type Code</b>	<b>Qualified/Unqualified</b>	<b>Vacant/Improved</b>
<a href="#">05435-00289</a>	10/21/1981	\$2,322.00	WD - Warranty Deed	Unqualified	Vacant
<a href="#">05509-00960</a>	10/21/1981	\$2,322.00	WD - Warranty Deed	Unqualified	Vacant
<a href="#">06104-01242</a>	3/12/1986	\$26,800.00	WD - Warranty Deed	Unqualified	Vacant

### Extra Features

<b>LN</b>	<b>Feature Code</b>	<b>Feature Description</b>	<b>Bldg.</b>	<b>Length</b>	<b>Width</b>	<b>Total Units</b>	<b>Value</b>
1	FCBC1	Fence Chain Barbed	1	0	0	486.00	\$1,900.00
2	GRMC2	Garage/Util Bdg Metl	1	0	0	56.00	\$249.00
3	PVCC1	Paving Concrete	1	0	0	7,172.00	\$7,835.00

### Land & Legal

#### Land

<b>LN</b>	<b>Code</b>	<b>Use Description</b>	<b>Zoning</b>	<b>Front</b>	<b>Depth</b>	<b>Category</b>	<b>Land Units</b>	<b>Land Type</b>	<b>Land Value</b>
1	1000	COMMERCIAL	CCG-2	0.00	0.00	Common	34,160.00	Square Footage	\$111,020.00
2	0100	RES LD 3-7 UNITS PER AC	RR-Acre	140.00	123.00	Common	140.00	Front Footage	\$10,080.00

#### Legal

<b>LN</b>	<b>Legal Description</b>
1	06-057 40-1N-27E
2	DUVAL CITY ADDN
3	LOTS 17 TO 20 BLK 1
4	O/R BK 6104-1242

### Buildings

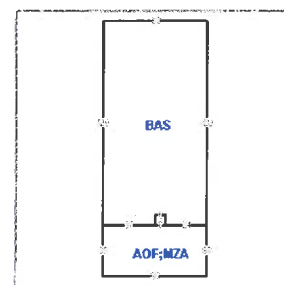
#### Building 1

Building 1 Site Address  
14403 N MAIN ST  
Jacksonville FL 32218

<b>Building Type</b>	4807 - WHSE PREFAB
<b>Year Built</b>	1990
<b>Building Value</b>	\$193,721.00

<b>Type</b>	<b>Gross Area</b>	<b>Heated Area</b>	<b>Effective Area</b>
Base Area	7164	7164	7164
Interior Build Out C	36	36	63

<b>Element</b>	<b>Code</b>	<b>Detail</b>
Exterior Wall	25	25 Modular Metal
Roofing Structure	9	9 Rigid Fr/Bar J
Roofing Cover	12	12 Modular Metal
Interior Wall	7	7 None
Int Flooring	3	3 Concrete Fin
Heating Fuel	1	1 None
Heating Type	1	1 None
Air Conditioning	1	1 None
Comm Htg & AC	0	0 None
Comm Frame	5	5 S-Steel



Average Office	1800	1800	3600	<b>Element</b>	<b>Code</b>	
Mezzanine A	1800	1800	360	Stories	1.000	
Total	10800	10800	11187	Rooms / Units	3.000	
				Avg Story Height	20.000	
				Restrooms	4.000	

**2014 Notice of Proposed Property Taxes Notice (TRIM Notice)**

<b>Taxing District</b>	<b>Assessed Value</b>	<b>Exemptions</b>	<b>Taxable Value</b>	<b>Last Year</b>	<b>Proposed</b>	<b>Rolled-back</b>
Gen Govt Ex B & B	\$260,543.00	\$0.00	\$260,543.00	\$2,710.11	\$2,981.11	\$2,905.50
Public Schools: By State Law	\$260,543.00	\$0.00	\$396,500.00	\$1,839.09	\$2,005.10	\$1,968.70
By Local Board	\$260,543.00	\$0.00	\$396,500.00	\$804.33	\$891.33	\$861.00
FL Inland Navigation Dist.	\$260,543.00	\$0.00	\$260,543.00	\$8.17	\$8.99	\$8.42
Water Mgmt Dist. SJRWMD	\$260,543.00	\$0.00	\$260,543.00	\$77.76	\$82.44	\$82.44
Gen Gov Voted	\$260,543.00	\$0.00	\$260,543.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$260,543.00	\$0.00	\$396,500.00	\$0.00	\$0.00	\$0.00
			<b>Totals</b>	\$5,439.46	\$5,968.97	\$5,826.06
	<b>Just Value</b>	<b>Assessed Value</b>	<b>Exemptions</b>	<b>Taxable Value</b>		
<b>Last Year</b>	\$357,800.00	\$236,858.00	\$0.00	\$236,858.00		
<b>Current Year</b>	\$396,500.00	\$260,543.00	\$0.00	\$260,543.00		

**2014 TRIM Property Record Card (PRC)**

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

**Property Record Card (PRC)**

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

**2014**

- To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: 

**More Information**

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)

## INSTITUTIONAL CONTROL TRANSMITTAL FORM

- ☒ DECLARATION OF RESTRICTIVE COVENANT  
☐ MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT  
☐ RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE  
☐ OTHER: \_\_\_\_\_

The following information is required to open a case in OGC:

PARTY/CLIENT NAME: Marsha Gucciardi  
(this is the name of the PROPERTY OWNER **executing** the document)

FACILITY/SITE ID: 16-9810349  
(FAC ID; COM\_/PROJ#)

FILE NAME: R.L. Johnson Plumbing  
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

SITE NAME: 14403 N. Main Street, Jacksonville  
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum Restoration Program

DISTRICT: \_\_\_\_\_

COUNTY: Duval

PROJECT/SITE MANAGER: Michael Pennington  
(DEP staff)

PROJECT/SITE MANAGER: George Maihack  
(DELEGATED Program staff, if any)

RELATED CASE(s) #: \_\_\_\_\_  
(if any – may be enforcement matter, or prior DRC)

Parcel ID # if known: 107895-0000

THE DRC PACKAGE DOCUMENTS: The IC Package should be scanned into the division/district Oculus as a single document. The email to the Agency Clerk requesting OGC Review of the IC Package should contain the link to the IC Package to be reviewed.

EMAIL completed form and link to: **LEA CRANDALL, AGENCY CLERK**  
[Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us)

## Memorandum

## Florida Department of Environmental Protection

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TO: Dan Blackwell/Mary Stewart  
Office of General Counsel Mail Station 35

FROM: Craig D. Cowdery, P.E., Petroleum Restoration Team 5  
Petroleum Restoration Program

DATE: October 16, 2014

SUBJECT: R.L. Johnson Plumbing  
14403 N. Main Street, Jacksonville, Duval County, Florida  
FDEP Facility ID 169810349

I have completed the review of the No Further Action (NFA) with Conditions proposal dated March 28, 2012 prepared by G&S Good Environmental, Inc., for the discharge discovered on April 28, 2008 at this facility.

**Contact Information (see September 11, 2014 Memo from Allene M. Rachal, P.G. with the City of Jacksonville)**

### **Rationale:**

The Division has determined that the requirements of Rule 62-780.680, F.A.C. have been met for this discharge, provided:

- The attached draft restrictive covenant is finalized and recorded to ensure the institutional control is maintained.

It is the *Division's* opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that the remaining contamination will not pose an unacceptable risk to human health. Therefore, based solely on technical review, the *Division* recommends approval of NFAC with the proposed restrictions.

If questions or concerns should arise from the DEP's technical review of this matter, I request that you first contact me at [Craig.Cowdery@FloridaDEP.onmicrosoft.com](mailto:Craig.Cowdery@FloridaDEP.onmicrosoft.com).

Attachments: Restrictive Covenant Checklist and supporting documents  
cc: Susan Fields, PRP, PCS4

REGULATORY COMPLIANCE DEPARTMENT



TO: Joy L. Myers, Environmental Specialist, Team 2  
FROM: Allene M. Rachal, PG, EQD  
City of Jacksonville  
DATE: September 11, 2014  
SUBJECT: Declaration of Restrictive Covenants Package  
FDEP Facility #169810349  
R.L. Johnson Plumbing  
14403 N. Main Street, Jacksonville, Duval County  
Discharge Date: 4/28/2008 (Non-Program)

The Environmental Quality Division (EQD) has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a petroleum discharge dated of April 28, 2008. The request for the SRCO with Conditions contains the information required in the FDEP *Institutional Controls Procedures Guidance Document* dated June 2013. Herein I have provided a rationale for the FDEP concurrence with the SRCO with Conditions recommendation.

Contact Information

EQD Site Manager: George R. Maihack  
Telephone #: (904) 255-7153  
E-mail Address: gmaihack@coj.net

Source Property Owner: Marsha Gucciardi

Property Owner's Representative: Lawrence J. Bernard, Esquire  
Telephone #: (904) 751-6980  
E-mail Address: jamie@bernardlaw.net

Consultant: Bill Good, P.G., G&S Good Environmental, Inc.

Buyer (if you are aware of sale pending the processing of this IC, please include their information) – none that I am aware of

Remaining contamination is located in groundwater.

Rationale:

The Environmental Quality Division has determined that the requirements of Rule 62-780.680, F.A.C. have been met for the above referenced discharge/incident(s).

- A source removal was conducted at the site to remove the impacted soil. Soil contamination no longer exists with the vadose zone.
- The groundwater contaminant plume is limited to less than a quarter acre. It has been demonstrated by more than one year of groundwater monitoring that the groundwater contamination is not migrating away from the localized source area.
- The minimal groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for the entire property.

It is EQD's opinion that the groundwater restrictions for the property proposed in the Draft Declaration is adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

Comments regarding the DoRC:

Item C. - The first sentence should be removed. Should include additional Reports and list according to dates: Interim Source Removal dated April 23, 2008; The Template Site Assessment Report dated January 26, 2010; and the 5<sup>th</sup> Quarter Monitoring Report is dated January 28, 2013.

Items G. 2. b. and 2.c. should be removed.

In a few places the RC refers to 62-760 instead of 62-780.

Attachments:

Draft DoRC  
DoRC Checklist  
Warranty Deed  
Certificate of Death  
Exhibit A – Legal Description  
Property Appraiser's website maps  
Title Insurance

**ATTACHMENT 5: DECLARATION OF RESTRICTIVE  
COVENANT CHECKLIST**

Does site meet statutory and rule requirements that allow an SRCO with conditions?  
Yes ✓ No     

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Subsection 62-780.680(2), F.A.C. Please refer to the rule for the specific criteria that must be met.

If groundwater is contaminated:

N Is an interim control proposed?;

**OR**

Y (a) Is the plume stable or shrinking?

Y (b) Is the plume contained within the property boundaries?

Y (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

☐ groundwater meets low yield or poor quality designation. Please refer to guidance available at

[http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/Guidance\\_for\\_Evaluation\\_of\\_Low\\_Yield\\_Poor\\_Quality\\_Criteria.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf);

☐ an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it should be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners.

☐ plume affects or may potentially affect *only* a marine surface water body.

N (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR should include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC should include language stating that these existing stormwater features should not



be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If soil is contaminated:

- \_\_\_\_ (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:
- ☐ The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;
  - ☐ An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See \*Note below];
  - ☐ The soil meets alternative SCTLs using site-specific soil properties;
  - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;
  - ☐ The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.
- \_\_\_\_ (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:
- ☐ Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;
  - ☐ Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf);
  - ☐ An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See \*Note below];
  - ☐ The soil meets alternative SCTLs using site-specific soil properties;
  - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;
  - ☐ PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

**\*Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

\_\_\_\_ If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

\_\_\_\_\_ If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property ☒ \_\_\_\_\_ Portion of Property \_\_\_\_\_

Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.)

See my letter in 2nd.

SRCO will be issued after RC recorded (Final RC). ☒ or  
SRCO will not be issued after RC recorded (Interim RC). \_\_\_\_\_

If a restrictive covenant is appropriate, the following supporting documents should be provided to the FDEP OGC:

Copy of the deed is included. Yes ☒ No \_\_\_\_\_

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes ☒ No \_\_\_\_\_

Property ownership confirmed on county internet web site. Yes ☒ No \_\_\_\_\_

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes ☒ No \_\_\_\_\_

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") should be provided, and it should include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A ☒

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes ☒ No \_\_\_\_\_

Tax Lien information – either that lien has been removed or copy of lien—is included. Yes \_\_\_\_\_ No \_\_\_\_\_ N/A ☒

Easements are included (list of any easements & copies of recorded easements.)

Yes \_\_\_ No \_\_\_ N/A ☒

A Diagram of the location of the easements in relation to the restricted area is included.

Yes \_\_\_ No \_\_\_ N/A ☒

Leases – copies of all recorded leases, subleases and assigned leases are included.

Yes \_\_\_ No \_\_\_ N/A ☒

UCC Liens – copies of and releases from any liens are included.

Yes \_\_\_ No \_\_\_ N/A ☒

A completed and signed Subordination or Joinder and Consent is included only for any liens, leases, easements or other encumbrances that are in material conflict with the provisions of the RC. Yes \_\_\_ No \_\_\_ N/A ☒

A completed and signed Subordination of Mortgage is included only for each financial institution or lender of existing mortgages for which a material conflict exists with the provisions of the RC. Yes \_\_\_ No \_\_\_ N/A ☒

Is 95% UCL analysis used? Yes \_\_\_ No ☒

If yes, what is the exposure unit and parcel size? \_\_\_\_\_

Has the PRSR provided actual notice of the proposed IC/EC to all mortgagors and holders of liens, leases or other encumbrances on the property?

Yes \_\_\_ No \_\_\_ unknown

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?

Yes \_\_\_ No \_\_\_ unknown

If yes, where \_\_\_\_\_ and when \_\_\_\_\_?

Has the 30-day comment period elapsed? Yes \_\_\_ No \_\_\_

Cover memo to Tallahassee is included. Yes \_\_\_ No \_\_\_

Site/Project Mgr. Name George R. Maihack, P.G., ERI

Address 214 W. Hogan Street, 5<sup>th</sup> Flr, Jacksonville, FL 32202

Email gmaihack@coj.net

Phone 904 - 255-7153

Prop. Owner Rep. Name Lawrence J. Bernard, Esquire

Address 480 Busch Drive, Jacksonville, FL 32218

Email jamie@bernardlaw.net  
Phone 904-751-6980

Prop. Owner Name Marsha Gulliard  
Address 425 Park Avenue, Jacksonville, FL. 32211  
Email MarshaGull@yaho.com  
Phone \_\_\_\_\_

Contractor Name <sup>G+S</sup> Good Environmental ~~Solutions~~ Inc.  
Address 3920 S. Nova Road, Suite 305, Port Orange, FL. 32127  
Email bill@goodenviro.com  
Phone 386-402-4037

**MAIL:**

- District-lead sites – mail directly to FDEP OGC Tallahassee.
- Contracted-local-government-lead sites – mail directly to the FDEP Local Program Coordinator who will contact the appropriate Tallahassee technical support for review prior to OGC review.

Prepared By:  
Lawrence J. Bernard, Esquire  
480 Busch Drive  
Jacksonville, Florida 32218

## DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by MARSHA GUCCIARDI (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

### RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Duval, State of Florida, more particularly described as follows:

Lots 17, 18, 19 and 20, Block 1, DUVAL CITY ADDITION, according to the Plat thereof on the file in the Office of the Clerk of the Circuit Court in and for Duval County, Florida recorded in Plat Book 6, page 57; said lands situate, lying and being in Duval County, Florida

B. The FDEP Facility Identification Number for the Property is 169810349. The facility name at the time of this Declaration is R. L. Johnson Plumbing. This Declaration addresses the discharge that was reported to the FDEP on April 28, 2008;

C. ~~Basic information regarding contamination to be inserted.~~ The discharge of unleaded gasoline on the Property is documented in the following reports that are incorporated by reference:

1. ~~Site Assessment~~ Report dated January 28, 2013, submitted by G & S Good Environmental, Inc.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-760, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of groundwater contamination increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order

1. Info. Source: 169810349  
2. Temp. of the fire...  
3. Info. Source: 169810349  
4. Info. Source: 169810349  
5. Info. Source: 169810349  
6. Info. Source: 169810349  
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relating to FDEP Facility No. 169810349 can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:
  - a. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Property. For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
  - b. ~~Excavation and construction deeper than two feet below land surface is not prohibited on the, provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-760, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.~~
  - c. ~~The following uses of the Property are prohibited: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2012 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector~~

property  
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Delete

713 Amusement, Gambling, and Recreation Industries; Subsector ~~721 Accommodation~~ (hotels, motels, RV parks, etc.); Subsector ~~813 Religious, Grantmaking, Civic, Professional, and Similar Organizations~~; and Subsector 814 Private Households.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.
6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and

warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, MARSHA GUCCIARDI has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR

\_\_\_\_\_  
MARSHA GUCCIARDI  
425 Park Avenue  
Jacksonville, Florida 32211

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Printed Name

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by MARSHA GUCCIARDI, who is personally known \_\_\_\_\_ OR produced the following Identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. \_\_\_\_\_.



IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bureau of *Petroleum Storage Systems*

Division of Waste Management;

District Office

Signed, sealed and delivered in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Printed Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_

6104 1242

FINANCIAL

This instrument prepared by  
KEITH WATSON, Attorney  
1566-2 Dunn Avenue  
Jacksonville, Florida 32218

OFFICIAL RECORDS

# Warranty Deed

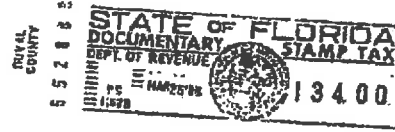
THIS INSTRUMENT, Made this 12th day of MARCH, A.D. 1986 BETWEEN  
HARDIN McDONALD GOODMAN, unmarried

of the County of Leon, State of Florida, part Y of the first part, and  
RONNIE L. JOHNSON and MARSHA D. JOHNSON, his wife  
whose mailing address is: 425 Park Avenue, Jacksonville, FL 32218

of the County of Duval, State of Florida, part ies of the second part,  
WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of  
TEN and no/100 Dollars,

to him in hand paid by the said part ies of the second part, the receipt whereof is hereby acknow-  
ledged, has granted, bargained and sold to the said part ies of the second part,  
their heirs and assigns forever, the following described land, situate, lying and being in the  
County of Duval, State of Florida, to wit:

Lots 15, 16, 17, 18, 19, 20, 21 and 22, Block 1, DUVAL CITY ADDITION,  
according to plat thereof recorded in Plat Book 6, page 67, of the  
current public records of Duval County, Florida.



Subject to taxes for the current year.

Subject to covenants, restrictions and easements of record,  
if any, however this reference thereto shall not operate to  
reimpose same.

And the said party of the first part doth hereby fully warrant the title to said land, and will defend  
the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set his hand and  
seal the day and year first above written.

SIGNED AND SEALED IN OUR PRESENCE:

*Ann E. Dinkham* *Hardin McDonald Goodman*  
*Cynthia D. Osten* HARDIN McDONALD GOODMAN (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA

COUNTY OF LEON

Before me personally appeared HARDIN McDONALD GOODMAN, unmarried

and known to me to be the individual described in and who executed the foregoing instrument, and  
acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 17th day of MARCH  
1986 at Tallahassee, County and State aforesaid.

86-25117  
MAR 25 10 41 AM '86

*Andrea C. Crum*  
Notary Public in and for the County and State Aforesaid.  
My commission expires: \_\_\_\_\_

(NOTARIAL IMPRINT SEAL)  
HERE

Return to Granters

## STATE OF FLORIDA

## OFFICE of VITAL STATISTICS

## CERTIFIED COPY

CERTIFICATE OF DEATH  
FLORIDA

LOCAL FILE NO.

1. DECEASED'S NAME <b>Ronnie Lawrence Johnson</b>		2. SEX <b>Male</b>	
3. DATE OF DEATH (Month, Day, Year) <b>August 26, 2004</b>		4. SOCIAL SECURITY NUMBER <b>265-04-0905</b>	
5. DATE OF BIRTH (Month, Day, Year) <b>June 8, 1950</b>		6. AGE (Years, Months, Days) <b>54</b>	
7. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		8. HAD DECEASED EVER BEEN ARMED PRIOR TO DEATH (Yes or No) <b>No</b>	
9. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		10. DECEASED CITY LIMITS (Yes or No) <b>Yes</b>	
11. FACILITY NAME (If not on certificate, give street and number) <b>Shands Jacksonville</b>		12. CITY, TOWN, AND LOCATION OF DEATH <b>Jacksonville</b>	
13. DECEASED'S USUAL OCCUPATION <b>Contractor</b>		14. DECEASED'S INDUSTRY <b>Plumbing</b>	
15. MARITAL STATUS (Married, Never Married, Widowed, Divorced, Single) <b>Married</b>		16. SURVIVING SPOUSE (If not, give maiden name) <b>Marsha D. Wilkerson</b>	
17. RESIDENCE - STATE <b>Florida</b>		18. COUNTY <b>Duval</b>	
19. CITY, TOWN, AND LOCATION <b>Jacksonville</b>		20. STREET AND NUMBER <b>425 Park Avenue</b>	
21. BIRTH CITY (State or No) <b>Yes</b>		22. ZIP CODE <b>32218</b>	
23. WHITE (Check only one - see instructions on other side) <b>Yes</b>		24. RACE (Check only one - see instructions on other side) <b>White</b>	
25. DECEASED'S FATHER'S NAME (First, Middle, Last) <b>Lawrence Elaine Johnson</b>		26. DECEASED'S MOTHER'S NAME (First, Middle, Last) <b>Nellie Mae Carroll</b>	
27. INFORMANT'S NAME (Type name) <b>Marsha D. Johnson</b>		28. MARITAL ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) <b>425 Park Avenue, Jacksonville, Florida 32218</b>	
29. PLACE OF DISPOSITION (Check only one - see instructions on other side) <b>Cremation</b>		30. PLACE OF DISPOSITION (Name of Cemetery, Crematory, or Other Place) <b>Cooner-Green Cemetery</b>	
31. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON AUTHORIZED TO SIGN <b>James Johnston</b>		32. LICENSE NUMBER (or License) <b>3995</b>	
33. NAME AND ADDRESS OF FACILITY <b>Corey-Kerlin Funeral Homes, P.A.</b>		34. ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) <b>1426 Rowe Ave., Jacksonville, FL 32208</b>	
35. DATE OF DEATH (Month, Day, Year) <b>August 27, 2004</b>		36. TIME OF DEATH <b>8:49 P</b>	
37. NAME OF ATTENDING PHYSICIAN (Other than Licentiate) (Type or Print) <b>E Hunt Scheuerman, M.D.</b>		38. NAME AND ADDRESS OF PHYSICIAN (Physician, Medical Examiner) (Type or Print) <b>2100 Jefferson Street Jacksonville, Florida 32208</b>	
39. SIGNATURE OF PHYSICIAN (Type or Print) <b>Robert D. Scheuerman, Aug 27, 2004</b>		40. LOCAL HEALTH DEPARTMENT SIGNATURE <b>James Johnston</b>	
41. DATE OF DEATH (Month, Day, Year) <b>Aug 27, 2004</b>		42. TIME OF DEATH <b>8:49 P</b>	
43. NAME OF DECEASED (Type or Print) <b>Ronnie Lawrence Johnson</b>		44. DATE OF DEATH (Month, Day, Year) <b>Aug 27, 2004</b>	
45. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		46. HAD DECEASED EVER BEEN ARMED PRIOR TO DEATH (Yes or No) <b>No</b>	
47. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		48. DECEASED CITY LIMITS (Yes or No) <b>Yes</b>	
49. FACILITY NAME (If not on certificate, give street and number) <b>Shands Jacksonville</b>		50. CITY, TOWN, AND LOCATION OF DEATH <b>Jacksonville</b>	
51. DECEASED'S USUAL OCCUPATION <b>Contractor</b>		52. DECEASED'S INDUSTRY <b>Plumbing</b>	
53. MARITAL STATUS (Married, Never Married, Widowed, Divorced, Single) <b>Married</b>		54. SURVIVING SPOUSE (If not, give maiden name) <b>Marsha D. Wilkerson</b>	
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85. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		86. DECEASED CITY LIMITS (Yes or No) <b>Yes</b>	
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123. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		124. DECEASED CITY LIMITS (Yes or No) <b>Yes</b>	
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151. NAME OF ATTENDING PHYSICIAN (Other than Licentiate) (Type or Print) <b>E Hunt Scheuerman, M.D.</b>		152. NAME AND ADDRESS OF PHYSICIAN (Physician, Medical Examiner) (Type or Print) <b>2100 Jefferson Street Jacksonville, Florida 32208</b>	
153. SIGNATURE OF PHYSICIAN (Type or Print) <b>Robert D. Scheuerman, Aug 27, 2004</b>		154. LOCAL HEALTH DEPARTMENT SIGNATURE <b>James Johnston</b>	
155. DATE OF DEATH (Month, Day, Year) <b>Aug 27, 2004</b>		156. TIME OF DEATH <b>8:49 P</b>	
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159. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		160. HAD DECEASED EVER BEEN ARMED PRIOR TO DEATH (Yes or No) <b>No</b>	
161. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		162. DECEASED CITY LIMITS (Yes or No) <b>Yes</b>	
163. FACILITY NAME (If not on certificate, give street and number) <b>Shands Jacksonville</b>		164. CITY, TOWN, AND LOCATION OF DEATH <b>Jacksonville</b>	
165. DECEASED'S USUAL OCCUPATION <b>Contractor</b>		166. DECEASED'S INDUSTRY <b>Plumbing</b>	
167. MARITAL STATUS (Married, Never Married, Widowed, Divorced, Single) <b>Married</b>		168. SURVIVING SPOUSE (If not, give maiden name) <b>Marsha D. Wilkerson</b>	
169. RESIDENCE - STATE <b>Florida</b>		170. COUNTY <b>Duval</b>	
171. CITY, TOWN, AND LOCATION <b>Jacksonville</b>		172. STREET AND NUMBER <b>425 Park Avenue</b>	
173. BIRTH CITY (State or No) <b>Yes</b>		174. ZIP CODE <b>32218</b>	
175. WHITE (Check only one - see instructions on other side) <b>Yes</b>		176. RACE (Check only one - see instructions on other side) <b>White</b>	
177. DECEASED'S FATHER'S NAME (First, Middle, Last) <b>Lawrence Elaine Johnson</b>		178. DECEASED'S MOTHER'S NAME (First, Middle, Last) <b>Nellie Mae Carroll</b>	
179. INFORMANT'S NAME (Type name) <b>Marsha D. Johnson</b>		180. MARITAL ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) <b>425 Park Avenue, Jacksonville, Florida 32218</b>	
181. PLACE OF DISPOSITION (Check only one - see instructions on other side) <b>Cremation</b>		182. PLACE OF DISPOSITION (Name of Cemetery, Crematory, or Other Place) <b>Cooner-Green Cemetery</b>	
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199. PLACE OF DEATH (Check only one - see instructions on other side) <b>Prinkston, Georgia</b>		200. DECEASED CITY LIMITS (Yes or No) <b>Yes</b>	
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1. PREDECESSOR'S NAME	2. DATE OF BIRTH	3. TIME OF BIRTH	4. PLACE OF BIRTH	5. DESCRIBE HOW INJURY OCCURRED
6. MANNER OF DEATH (Specify: Natural, accident, suicide, homicide, or undetermined)	7. DATE OF DEATH	8. TIME OF DEATH	9. PLACE OF DEATH	10. SIGNATURE (Print and Number of David House Number, City or Town, State)
Natural				

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

AUGUST 30, 2004

BY

State Registrar

Deputy Registrar

**WARNING:**  
01110519

THIS DOCUMENT IS PRINTED ON RECYCLED PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE WATERMARK. THE DOCUMENT BACK CONTAINS A MULTICOLOR BALLOON AND GULL DESIGNED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SPIN IN THE BACKGROUND.

HEALTH

DOH FORM 1967 (10/03)

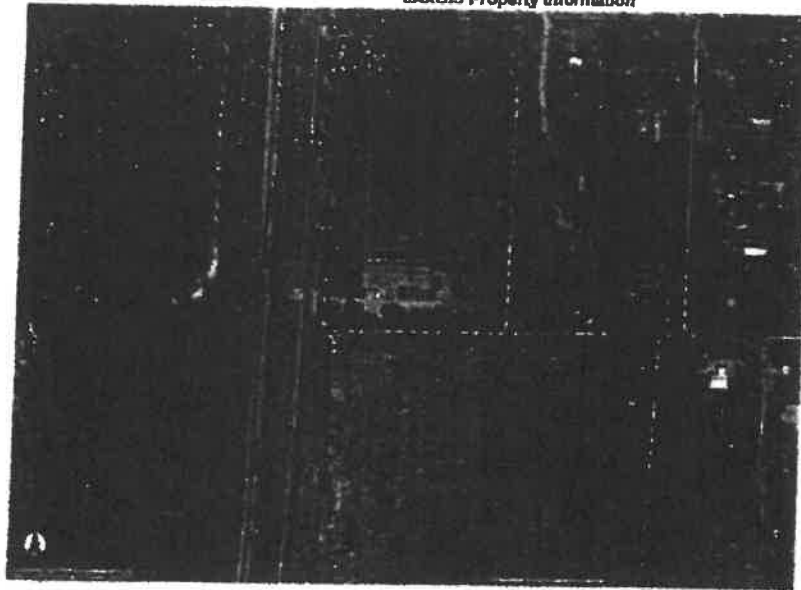
CERTIFICATION OF VITAL RECORD



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## JAXGIS Property Information



Parcel	Owner	Address	Tract/Section	Area	Block	Page	Map	Legal Description	Flood Zone	Asphalt	ASDG	Exemption	CPAC	Notes	APC	City	County	City	County	City	County	City	County
107885 000	JOHNSON RONALD L	3440 MAIN ST N JACKSONVILLE 32218	28830	1.15	3810601340	731T	NA	NA	Not in Asphalt Zone	Not in Enterprise Zone	NA	NA / Exemption Class 6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

**LAWRENCE J. BERNARD, P.A.**

**Attorneys At Law**

\*\*\*\*\*

*Adam B. Schemer*

*Lawrence J. Bernard*

*Blair D. Schemer*

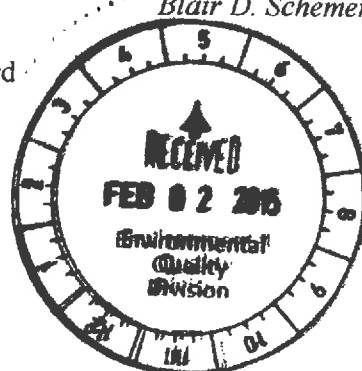
Firm Administrator: Joshua A. Bernard

480 Busch Drive

Jacksonville, Florida 32218

Telephone: (904) 751-6980

Fax No: (904) 751-6983



January 28, 2015

Ms. Allene M. Rachal, P.G.  
Petroleum Clean Up Branch  
City of Jacksonville  
214 N. Hogan Street, 5<sup>th</sup> Floor  
Jacksonville, Florida 32202

Re: R. L. Johnson Plumbing; FDEP facility ID # 169810349

Dear Ms. Rachal:

As requested in the email of January 20, 2015, you will find attached a copy of the "Title Information Bringdown" from Fidelity National Title Insurance Company showing that through January 21, 2015, there was nothing new found of record. The 2014 taxes have been paid.

I am also enclosing the pages 1 and 2 of the title commitment. Please contact me should you require any additional information concerning this matter.

Very sincerely,

A handwritten signature in cursive script, appearing to read "Lawrence J. Bernard".

Lawrence J. Bernard

LJB:jlmm

cc: Ms. Marsha Gucciardi

TITLE INFORMATION BRINGDOWN

File No.: 4549358  
Customer Reference: 13-1389

January 27, 2015

Lawrence J. Bernard, P.A.  
480 Busch Drive,  
Jacksonville, FL 32218

Re: Duval County, Florida  
Buyer: To Be Determined  
Seller: Marsha Gucciardi, formerly known as Marsha D. Johnson

Pursuant to your request, the Company has caused a search to be made of the Public Records of Duval County, Florida, solely as revealed by its title plant indices, from September 10, 2013 at 11:00 PM through January 21, 2015 at 11:00 PM and said search reveals that the following documents have been recorded during said period:

Nothing new found of record. 2014 taxes are paid.

CAUTION: A determination of the validity and effect of any instrument listed above must be made before any commitment, policy, or endorsement is issued in reliance thereon.

By: 

Authorized Officer or Agent



**COMMITMENT FOR TITLE INSURANCE**  
 Issued by  
**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Countersigned: [DispCoName]

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By:

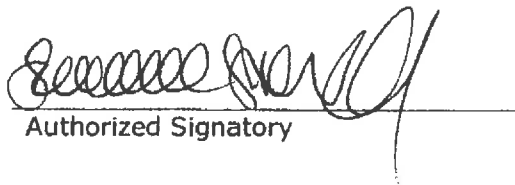


President

ATTEST



Secretary

  
 Authorized Signatory


ALTA Commitment (6/17/06)  
 (with Florida Modifications)

C10109

1 of 2



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.





Login is for County Staff Only

[Property Tax Search](#)[Account Detail](#)[Bill Detail](#)[Logout](#)

Welcome

**2014 Bill Detail**[Property Tax Search](#)[Tangible Tax Search](#)[Local Business Tax Search](#)[Collection Cart](#)[Tax Collector Home](#)[Account Detail](#)[Property Appraiser](#)**Tax Account Details**

Account	Property Type	Year
107895-0000	REAL ESTATE	2014

**Mailing Address:**  
JOHNSON RONNIE L  
425 PARK AVE  
JACKSONVILLE, FL  
32218-1459

**SITUS:**  
14403 N MAIN ST 32218

**Exemptions**

**Millage Code**  
GS

**Escrow Code**

**TDA Number**  
0

**Status Code****Status Message****Legal Description**

06-057 40-1N-27E DUVAL CITY ADDN LOTS 17 TO 20 BLK 1 O/R BK 6104-1242

**Ad Valorem Taxes**

Taxing Code	Taxing Authority	Assessed Value	Exemption Amount	Taxable Value	Millage Rate	Taxes
1001	CITY OF JACKSONVILLE	\$260,543.00	\$0.00	\$260,543.00	11.44190	\$2,981.11
2001	ST JOHNS RIVER WTR MGMT DIST	\$260,543.00	\$0.00	\$260,543.00	0.31640	\$82.44
4001	FL INLAND NAVIGATION	\$260,543.00	\$0.00	\$260,543.00	0.03450	\$8.99
6000	USD	\$260,543.00	\$0.00	\$260,543.00	0.00000	\$0.00
7001	SCHOOLS	\$396,500.00	\$0.00	\$396,500.00	7.30500	\$2,896.43
<b>Total</b>						<b>19.0978 \$5,968.97</b>

**Non Ad-Valorems****Non-Ad Valorem Assessments**

Levying Code	Levying Authority	Taxes
STMW	STORMWATER	\$524.40
<b>Total</b>		<b>\$524.40</b>

**Taxes Due**

Account	Folio	Taxes	Fees	Interest	Discount	Paid	Due Date	Amount Due
107895-0000	1166022.0000	\$6,493.37	\$0.00	\$0.00	(\$259.73)	\$6,233.64	3/31/2015	\$0.00

**If Paid By**

Taxes	Fees	Interest	Discount	If Paid By	Amount Due
\$6,493.37	\$0.00	\$0.00	(\$259.73)	3/31/2015	\$0.00

**Payment History**

Date Paid	Receipt Year	Receipt	Paid By	Paid
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11/10/2014	2014	752681.0001	JOHNSON	\$6,233.64
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Unpaid Tax Certificates  
No Records Found

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*Fidelity National Title Insurance Company*

**Lawrence J. Bernard, P.A.**  
480 Busch Drive  
Jacksonville, FL 32218  
Phone: 904-751-6980  
Fax: 904-751-6983

Fidelity National Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 4549358

Customer Reference: 13-1389

1. Effective Date: September 10, 2013 at 11:00 PM
2. Policy or Policies to be Issued: Premium: \$TBD
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$250,000.00
3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Marsha Gucciardi, formerly known as Marsha D. Johnson
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 

Authorized Officer or Agent

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ALTA Commitment (8/17/06) (with FL Modifications)





### SCHEDULE B SECTION I REQUIREMENTS

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
  - A. Duly executed Warranty Deed from Marsha Gucciardi, formerly known as Marsha D. Johnson, Grantor, to To Be Determined, Grantee, conveying the land described on Schedule A hereof.

NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.

3. Affidavit satisfactory to the Company from Marsha Gucciardi fka Marsha D. Johnson must be furnished to the Company and recorded in the Public Records that the marriage of Ronnie L. Johnson and Marsha D. Johnson (nka Marsha Gucciardi) has been continuous and uninterrupted from March 25, 1986 through August 26, 2004.
4. Recordation in the Public Records of a certified copy of the death certificate of Ronnie L. Johnson.
5. Obtain and record a Clerk's Affidavit from the office of the custodian of the Public Records, in and for Duval County, Florida, stating that there is only one plat entitled, which is recorded in Duval City Addition Book 6, Page 57, of the Public Records in the aforementioned County.
6. Satisfaction or release of that certain judgment(s) recorded in Official Records Book 15065, Page 681. Upon satisfactory proof to the Company of one of the following options, satisfaction/release may be waived:
  - Upon the recording of a credible affidavit containing the legal description of the subject property and stating that the owner/mortgagor is not the same person as the judgment debtor in the instrument; or
  - Upon the recording of a Continuous Marriage Affidavit, if the judgment is against only one of the spouses; title to the property has always been held as an estate by the entireties; and the parties' marriage has been continuous during their ownership; or
  - A final judgment, not subject to appeal, determining that the judgment did not attach as a lien to the property because the property constituted homestead property at all applicable times. The judgment holder must be named as a defendant and be properly served; or
  - An acceptable Statutory Notice of Homestead (Section 222.01 Florida Statutes) or Homestead Affidavit and such other requirements and investigation as the Company deems appropriate to establish the homestead status of the property to be insured.
7. The name or names of the proposed insured and/or the amount of requested insurance under the Owner's/Mortgagee Policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.





**SCHEDULE B SECTION I  
Requirements continued**

8. Proof of payment of any outstanding assessments in favor of Duval County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Duval County, Florida, any special taxing district and any municipality.

9. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

**END OF SCHEDULE B SECTION I**





## SCHEDULE B SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the Insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the Insured land.
6. Rights of tenants occupying all or part of the Insured land under unrecorded leases or rental agreements.

For 2012 Tax Year Parcel/ID # 107895-0000, gross tax amount is \$5,113.96, exemption type is n/a, and payment status is paid.

For 2009 Tax Year Parcel/ID # 107895-0000, city user fees amount is \$524.40, exemption type is n/a, and payment status is paid.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the Insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

### NOTES ON STANDARD EXCEPTIONS:

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ALTA Commitment (6/17/06) (with FL Modifications)







Fidelity National Title Insurance Company

Order No.: 4549358  
Customer Reference: 13-1389

### **SCHEDULE B SECTION II EXCEPTIONS**

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of Duval County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 200 W. Forsyth Street, Suite 1710, Jacksonville, FL 32202; Telephone 904-633-9494.

Searched By: Ramee N. Heilig

**END OF SCHEDULE B SECTION II**





*Fidelity National Title Insurance Company*

Order No.: 4549358  
Customer Reference: 13-1389

**EXHIBIT "A"**

Lots 17, 18, 19 and 20, Block 1, DUVAL CITY ADDITION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Duval County, Florida recorded in Plat Book 6, page 57; said lands situate, lying and being in Duval County, Florida.





# **Fidelity National Title Insurance Company**

## **COMMITMENT FOR TITLE INSURANCE** Issued by **Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

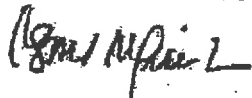
Countersigned: Lawrence J. Bernard, P.A.

### **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

  
Authorized Signatory



By:



President

ATTEST



Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

