

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

OGC #

15-0640

FILE NAME:

(aka Regency Dodge)

T.J.T. Investments, Inc.

FAC ID/PROJ. #:

168629731

PROGRAM AREA:

Petroleum PRP

Project Manager:

George Mailhack

Phone:

(904) 255-7153

Location:

NED + COJ



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



EXHIBIT OF LEGAL DESCRIPTION SEARCHED



DEEDS BACK TO ROOT OF TITLE



ENCUMBRANCES (EASEMENTS, LIENS, ETC)



COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION)



RELATED PARTIES OR DEP CASES



NOTICE SENT TO EASEMENT HOLDER OR BANK



MISCELLANEOUS

**T J T INVESTMENTS INC**  
9850 ATLANTIC BLVD  
JACKSONVILLE, FL 32225-6536

**Primary Site Address**  
9875 ATLANTIC BLVD  
Jacksonville FL 32225

**Official Record Book/Page**  
05597-01319

**Tile #**  
8419

### 9875 ATLANTIC BLVD

#### Property Detail

<b>RE #</b>	162883-0020
<b>Tax District</b>	GS
<b>Property Use</b>	2791 Vehicle Show Sale/New
<b># of Buildings</b>	4
<b>Legal Desc.</b>	For full legal description see Land & Legal section below
<b>Subdivision</b>	00000 SECTION LAND
<b>Total Area</b>	257964

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

	2015 Certified	2016 In Progress
<b>Value Method</b>	CAMA	CAMA
<b>Total Building Value</b>	\$839,948.00	\$1,276,397.00
<b>Extra Feature Value</b>	\$164,638.00	\$162,998.00
<b>Land Value (Market)</b>	\$1,412,387.00	\$2,017,696.00
<b>Land Value (Agric.)</b>	\$0.00	\$0.00
<b>Just (Market) Value</b>	\$2,416,973.00	\$3,457,091.00
<b>Assessed Value</b>	\$2,416,973.00	\$2,658,670.00
<b>Cap Diff/Portability Amt</b>	\$0.00 / \$0.00	\$798,421.00 / \$0.00
<b>Exemptions</b>	\$0.00	See below
<b>Taxable Value</b>	\$2,416,973.00	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

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
<a href="#">05597-01319</a>	10/8/1982	\$100.00	SW - Special Warranty	Unqualified	Improved
<a href="#">05938-01040</a>	3/28/1985	\$1,996,222.00	WD - Warranty Deed	Unqualified	Improved
<a href="#">05938-01043</a>	3/25/1985	\$2,100,000.00	WD - Warranty Deed	Unqualified	Improved
<a href="#">06249-00886</a>	12/19/1986	\$2,150,000.00	WD - Warranty Deed	Unqualified	Improved
<a href="#">06249-00889</a>	12/19/1986	\$2,150,000.00	WD - Warranty Deed	Unqualified	Improved
<a href="#">09167-02250</a>	11/26/1998	\$2,850,000.00	SW - Special Warranty	Qualified	Improved

#### Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	PVAC1	Paving Asphalt	1	0	0	224,071.00	\$90,973.00
2	PVCC1	Paving Concrete	1	0	0	1,000.00	\$1,284.00
3	FCBC1	Fence Chain Barbed	1	0	0	1,524.00	\$7,224.00
4	LPCC1	Light Pole Concr	1	0	0	26.00	\$5,879.00
5	LITC1	Lighting Fixtures	1	0	0	42.00	\$7,997.00
6	SWSC6	Sprinkler Wet System	1	0	0	11,495.00	\$4,483.00
7	SWSC6	Sprinkler Wet System	2	0	0	22,192.00	\$8,655.00
8	SWSC6	Sprinkler Wet System	3	0	0	4,320.00	\$2,022.00
9	MZWC6	Mezzanine Wood	1	0	0	684.00	\$3,372.00
10	CPAC2	Carport Aluminum	2	22	20	440.00	\$1,316.00
11	CPAC2	Carport Aluminum	2	22	25	550.00	\$1,645.00
12	CPAC2	Carport Aluminum	3	22	60	1,320.00	\$3,949.00
13	SWSC6	Sprinkler Wet System	4	0	0	4,975.00	\$8,343.00
14	PVCC1	Paving Concrete	4	0	0	1,554.00	\$7,882.00
15	FWIC1	Fence Wrought Iron	4	0	0	153.00	\$7,974.00

#### Land & Legal

##### Land

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	CCG-2	0.00	0.00	Common	252,212.00	Square Footage	\$2,017,696.00

##### Legal

LN	Legal Description
1	18-2S-28E
2	PT GOVT LOT 16, PT GOVT LOT 5 IN
3	

# INSTITUTIONAL CONTROL TRANSMITTAL PACKAGE

- ☒ 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:

TODAY'S DATE: 10/12/15

PARTY/CLIENT NAME: T.J.T Investments, Inc.  
(this is the name of the PROPERTY OWNER executing the document)

FACILITY/SITE ID: 168629731  
(FAC ID; COM\_/PROJ#)

SITE NAME: Regency Dodge  
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

DISCHARGE DATE: 4/13/1996  
(for petroleum cleanup sites)

BSRA EXECUTION DATE: —  
(for Brownfield sites)

SITE ADDRESS: 9875 Atlantic Boulevard, Jacksonville, FL.  
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum Restoration  
DISTRICT: N.E.  
COUNTY: Duval

PROJECT/SITE MANAGER: George R. Maihack, P.G.  
(DEP staff)

CONTACT INFO: (904) 255-7153 gmahack@coj.net  
(Phone) (Email)

PROJECT/SITE MANAGER: \_\_\_\_\_  
(DELEGATED Program staff, if any)

CONTACT INFO: \_\_\_\_\_  
(Phone) (Email)

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

PARCEL ID # if KNOWN: 162883-0020

PROPERTY OWNER NAME: T.J.T Investments, Inc.  
ADDRESS: 9850 Atlantic Boulevard, Jacksonville, FL 32225  
EMAIL: \_\_\_\_\_  
PHONE: \_\_\_\_\_

PROPERTY REP NAME: John P. Bush  
ADDRESS: 9850 Atlantic Boulevard, Jacksonville  
EMAIL: johnbush@tombush.com  
PHONE: 904-725-3050

CONSULTANT NAME: Aerostar SES LLC, Ms. Kathy R. Leggoe, P-61  
ADDRESS: 11181 St. Johns Industrial Parkway N.  
EMAIL: kleggoe@aerostar.net  
PHONE: 904-565-2820

\*If another Responsible Party, other than the property owner, is involved in the cleanup, please include their information:

RESPONSIBLE PARTY NAME: \_\_\_\_\_  
CONTACT INFO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*If you are aware of a sale pending the processing of this IC, please include the purchaser's information:

BUYER NAME: \_\_\_\_\_  
CONTACT INFO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE DRC PACKAGE DOCUMENTS:** The IC Package should be scanned into 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)



**SITE/PROJECT SRCO WITH CONDITIONS**

The City of Jacksonville Environmental Quality Division has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a petroleum discharge(s) dated April 13, 1996. The request for the SRCO with Conditions contains the information required in the FDEP Institutional Controls Procedures Guidance Document dated November 2013. Herein I have provided a rationale for the City of Jacksonville Environmental Quality Division concurrence with the SRCO with Conditions recommendation.

Remaining contamination is located in soils and groundwater.

**RATIONALE:**

The City of Jacksonville 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).

Specifically,

- Soil impacts at the site are delineated horizontally and vertically, and are confined within the property boundaries. The area is capped by an asphalt parking lot. To reduce the risk of exposure to contaminated soils (above Residential and Commercial CTLs) land use restrictions are proposed in the Draft Declaration of Restrictive Covenant for the entire source property. The property is currently used as an Automobile Dealership, with the source area property being a parking lot for new cars. While it is proposed that excavation can occur on the parcel in the future, the Draft Declaration provides that the soils must be properly disposed in accordance with Chapter 62-780, F.A.C., and that the risk of exposure be minimized to workers.
- 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 benzene, ethylbenzene and/or naphthalene concentrations are above GCTLs but below NADCs.
- The 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 soil and groundwater restrictions for the property proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

You will find the Attachment 5 Checklist, proof of property ownership (screenshot from county property appraiser website) and the Draft Institutional Control package at the following link to Oculus: Storage Tanks\Enforcement\_Legal\8629731\Draft DORC Package

## ATTACHMENT 5: DECLARATION OF RESTRICTIVE COVENANT CHECKLIST

Does site meet statutory and rule requirements that allow an SRCO with conditions?  
Yes X 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:

NV 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.

Y (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.

X 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 X

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

Parment prevents direct exposure and leaching

SRCO will be issued after RC recorded (Final RC). X, 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 X 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 X No \_\_\_\_\_

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

Tax Lien information – either that lien has been removed or copy of lien—is included. Yes X 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 ☒

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

Yes ☐ No ☒

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. Mainhack

Address 214 N. Hogan Street, 5th Floor, Jacksonville, FL 32202

Email gmainhack@coj.net

Phone 904-255-7153

Prop. Owner Rep. Name ~~Scott Hughes~~ John Bush, President

Address 9875 Atlantic Boulevard, Jacksonville, FL 32225

Email johnbush@tombush.com  
Phone \_\_\_\_\_

Prop. Owner Name T.J.T. Investments, Inc.  
Address 9850 Atlantic Boulevard, Jacksonville, FL, 32225  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Contractor Name Acrostar SES, LLC - Kathy Leggoe, P.M.  
Address 11181 St. Johns Industrial Parkway N., Jacksonville, FL 32246  
Email KLeggoe@acrostar.net  
Phone 904-565-2820

**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.



May 20, 2015

Mr. George R. Maihack, P.G.  
City of Jacksonville  
Environmental Quality Division  
214 N. Hogan Street, 5th Floor  
Jacksonville, Florida 32202

**RE: Submittal of No Further Action with Conditions Proposal**  
**Regency Dodge**  
**9875 Atlantic Boulevard**  
**Jacksonville, Duval County, Florida**  
**FDEP Facility ID: 168629731**  
**Discharge Date: April 13, 1996 (Non-Program)**

Dear Mr. Maihack:

Aerostar SES LLC (Aerostar) hereby submits the No Further Action with Conditions Proposal. An electronic copy is being forwarded by email. Please contact us with any questions concerning this project.

Sincerely,



Kathy R. Leggoe, P.G.  
Senior Project Manager

cc: Mr. John P. Bush, President, Tom Bush Family of Dealerships, T.J.T. Investments, Inc., 9850 Atlantic Boulevard, Jacksonville, Florida 32225

**NO FURTHER ACTION WITH CONDITIONS PROPOSAL  
REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY, FLORIDA  
FDEP FACILITY ID: 168629731  
DISCHARGE DATE: APRIL 13, 1996 (NON-PROGRAM)**

**PREPARED FOR:**

Tom Bush Family of Dealerships  
T.J.T. Investments, Inc.  
9850 Atlantic Boulevard  
Jacksonville, Florida 32225

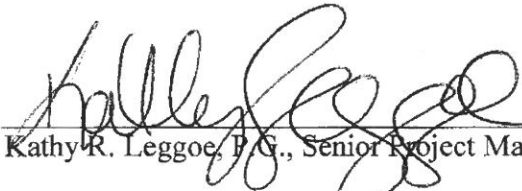
**FOR SUBMITTAL TO:**

City of Jacksonville  
Environmental Quality Division  
214 N. Hogan Street, 5<sup>th</sup> Floor  
Jacksonville, Florida 32202

**PREPARED BY:**

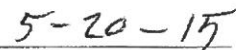
Aerostar SES LLC  
11181 St. Johns Industrial Parkway North  
Jacksonville, Florida 32246  
(904) 565-2820

Aerostar Job No. (2012) M3001.0086.07

  
Kathy R. Leggoe, P.E., Senior Project Manager

  
Date

  
James O. Smith, Jr., P.E., Senior Engineer

  
Date



## TABLE OF CONTENTS

Section	Page
<b>PROFESSIONAL REVIEW</b> .....	ii
<b>1.0 INTRODUCTION</b> .....	1
1.1 Site Description.....	1
1.2 Overview of Historical Activities .....	2
<b>2.0 DISCUSSION OF ENGINEERING CONTROLS</b> .....	5
<b>3.0 INSPECTION AND MAINTENANCE PLAN</b> .....	6
<b>4.0 CONCLUSIONS AND RECOMMENDATIONS</b> .....	6

## FIGURES

<b>FIGURE 1</b>	Topographic Site Location Map
<b>FIGURE 2</b>	Site Map
<b>FIGURE 3</b>	Soil Sample Location Map
<b>FIGURE 4</b>	Groundwater Concentration Map – October 10, 2014
<b>FIGURE 5</b>	Groundwater Contour Map – October 10, 2014

## APPENDICES

<b>APPENDIX A</b>	Historical Tables
<b>APPENDIX B</b>	Draft Restrictive Covenant
<b>APPENDIX C</b>	Title Report
<b>APPENDIX D</b>	Professional Land Survey

**NO FURTHER ACTION WITH CONDITIONS PROPOSAL  
REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY, FLORIDA  
FDEP FACILITY ID: 168629731  
DISCHARGE DATE: APRIL 13, 1996 (NON-PROGRAM)**

**PROFESSIONAL REVIEW**

The No Further Action (NFA) with Conditions Proposal for Regency Dodge located at 9875 Atlantic Boulevard, Jacksonville, Duval County, Florida, Florida Department of Environmental Protection (FDEP) Facility ID: 168629731, Discharge Date: April 13, 1996 (Non-Program), has been prepared under my direct supervision and reviewed by me, Kathy R. Leggoe, P.G. (Florida P.G. No. 2687).

I hereby certify that, in my professional judgment, the components of this NFA with Conditions Proposal satisfy the requirements set forth in Chapter 62-780, Florida Administrative Code.

Signed: 

Kathy R. Leggoe, P.G. Date  
Florida P.G. No. 2687

5/20/15

## **1.0 INTRODUCTION**

Aerostar SES LLC (Aerostar) has conducted site assessment and natural attenuation monitoring (NAM) activities at the Regency Dodge located at 9875 Atlantic Boulevard, Jacksonville, Duval County, Florida, Florida Department of Environmental Protection (FDEP) Facility ID: 168629731, Discharge Date: April 13, 1996 (Non-Program); hereafter referred to as the site. The activities were performed to comply with the requirements established in Chapter 62-780, Florida Administrative Code (FAC). Summary tables of the data collected during the assessment and NAM are presented in Appendix A.

Based on the results of previous activities and discussions between Aerostar, the City of Jacksonville Environmental Quality Division (COJ-EQD), and the site owner, Aerostar recommends site closure in accordance with Risk Management Options Level II (RMO II) - No Further Action (NFA) with institutional and engineering controls (Chapter 62-780.680(2), FAC). Rationale for this recommendation is provided in this report. A draft copy of the proposed Restrictive Covenant is presented in Appendix B. A Title Report is included in Appendix C. A copy of the survey showing the area to be restricted is included in Appendix D.

### **1.1 Site Description**

The site is located in Section 18, Township 2 South, Range 28 East and is situated approximately 50 feet above the National Geodetic Vertical Datum (NGVD) of 1929 as indicated in the 1964, 7.5-minute United States Geological Survey (USGS) Topographical Quadrangle Map of Arlington, Florida. A topographic site location map is included as Figure 1.

The site is an approximate seven-acre parcel of land currently occupied by an active car dealership. The facility has three main buildings surrounded by asphalt parking. The two front buildings contain new vehicle show rooms, offices, and parts and service departments. The back building is the Paint and Body Shop where cars are also washed and detailed. The area of investigation is located in the northeast quadrant of the site, just south of the Paint and Body Shop and north and east of the main buildings. The area of investigation consists of a former Underground Storage Tank (UST) pit, former dispenser island, and an oil/water separator (OWS)

(former and current in the same location). A site map showing the petroleum investigation area is included as Figure 2.

## **1.2 Overview of Historical Activities**

According to the Storage Tank/Contaminated Facility (STCM) database, two 888-gallon USTs, containing leaded gasoline and waste oil, were removed from the site. The site history presented in the Contamination Assessment Report (CAR) dated April 16, 1997, stated that two 4,000-gallon gasoline USTs, one 500-gallon waste oil UST, and one 300-gallon new oil UST were removed in March of 1988. No information could be located regarding the integrity of the USTs or potential environmental impacts detected during removal. Hydrocarbon impacts at the site were discovered during an environmental assessment performed by Dames & Moore in 1996.

Between 1996 and 1997, site assessment activities were performed. In 1998, Rust Environment and Infrastructure designed a Remedial Action Plan (RAP) that was approved by FDEP. In August 1998, Earth Tech performed remedial action (RA) at the site including baseline sampling of the 8 monitor wells onsite; emptying, removing, and disposing of a 1,500-gallon OWS; disposing of 60 cubic yards of petroleum impacted soil; collecting 4 post-excavation soil samples in the OWS area; designing, installing, operating, monitoring and sampling a dual-phase water/vapor extraction system; completing one round of post RA groundwater sampling; removing approximately 120 cubic yards of impacted and/or stained soils from retention ponds; and analyzing 8 post-excavation soil samples. A new OWS was installed in the area of the former OWS. The water/vapor extraction system ran for 28 days and removed an estimated 30 pounds of hydrocarbons from the soil and groundwater in the investigation area according to the RA Report. The report concluded that the sources of contamination (the USTs and OWS) were either removed or replaced. Earth Tech recommended that the remaining petroleum impacted soil around the OWS be left in place and allowed to naturally attenuate.

Between June 1999 and 2006, Natural Attenuation Monitoring (NAM) was performed at the site and reports were submitted to City of Jacksonville – Environmental Quality Division (COJ-EQD). In September 2000, FDEP issued a Natural Attenuation Monitoring Plan (NAMP) Order for the site.



Between 2006 and 2008, Leggette, Brashears, & Graham, Inc. (LBG) performed additional soil investigation at the request of COJ-EQD. Forty-three soil samples were submitted for analysis of Volatile Organic Aromatic (VOAs), Polynuclear Aromatic Hydrocarbons (PAHs), and Total Recoverable Petroleum Hydrocarbons (TRPH). Laboratory analytical results showed a concentration of benzene above its Residential Soil Cleanup Target Level (SCTL) established in Chapter 62-777, FAC; concentrations of TRPH and benzo(a)pyrene above their respective Commercial SCTLs; and other various hydrocarbon concentrations above their respective Leachability SCTLs. Synthetic Precipitation Leaching Procedure (SPLP) analysis showed that the soils above the Leachability SCTLs could potentially continue to act as a source of dissolved hydrocarbon contamination.

In June 2008, LBG performed a Semi-Annual NAM event. Laboratory analytical results showed concentrations of benzo(a)anthracene, benzo(b)fluoranthene, and indeno(1,2,3-cd)pyrene in MW-7 above Groundwater Cleanup Target Levels (GCTLs) established in Chapter 62-777, FAC. Results also showed concentrations of benzene, ethylbenzene, total xylenes, and naphthalene above their respective GCTLs in MW-14. Groundwater flow was determined to be to the east. A Semi-Annual Groundwater Monitoring Report was submitted to COJ-EQD on January 22, 2009.

COJ-EQD approved the Semi-Annual Groundwater Monitoring Report in February 2009. In July 2009, COJ-EQD received notification that Regency Dodge was part of a bankruptcy re-organization. On June 29 and October 20, 2011, COJ-EQD issued late notices for the Groundwater Sampling Report/Semi-Annual NAM Report previously due on July 22, 2009.

In December 2011, the site was referred to FDEP for enforcement. On January 4, 2012, FDEP issued a Warning Letter – Failure to Submit Supplemental Site Assessment Report to T.J.T Investments, Inc.

On March 2, 2012, Aerostar collected groundwater samples from monitor wells MW-1, MW-2, MW-3, MW-4, MW-6, MW-7, MW-8, MW-9, MW-11, MW-12, MW-13, MW-14 and DMW-1. The laboratory analytical results for groundwater samples MW-1, MW-2, MW-3, MW-4, MW-6, MW-8, MW-9, MW-11, MW-12, and MW-13 showed no dissolved hydrocarbons above GCTLs. Groundwater samples MW-7, MW-14, and DMW-1 showed dissolved hydrocarbon

concentrations above GCTLs, but below Natural Attenuation Default Concentrations (NADCs) established in Chapter 62-777, FAC. The groundwater flow direction was estimated to be to the northeast during this sampling event. A Groundwater Sampling Report was submitted to COJ-EQD on April 12, 2012.

Between July 2012 and March 2013, Aerostar conducted additional Site Assessment (SA) activities. Aerostar installed nine soil borings and collected soil samples from each soil boring at four feet below land surface (BLS) to complete soil delineation at the site. The vadose zone at the site was from surface to approximately 6 feet BLS, organic vapor analyzer equipped with a flame ionization detector (OVA-FID) readings in the vadose zone ranged from less than 10 to 11 parts per million (ppm), and lithology at the site generally consisted of fine sand to silty sand from the surface to 8 feet BLS. Laboratory analytical results for soil sample B07-30-4 showed a benzo(a)pyrene equivalent concentration above the SCTL Criteria for Residential Direct Exposure. The remaining laboratory results were below SCTLs. These results showed that soil impacts at the site were delineated. Aerostar also re-developed DMW-1 for four hours and installed one deep temporary wellpoint (DTW-2) southeast of MW-14. Groundwater samples collected from DMW-1 and DTW-2 showed no dissolved hydrocarbons above GCTLs. These results showed that groundwater impacts at the site were vertically delineated. The results were submitted to COJ-EQD in the Supplemental Site Assessment Report (SSAR) dated April 15, 2013.

On July 25, 2013, COJ-EQD approved the SSAR. During October and November 2013, Aerostar and COJ-EQD discussed tasks necessary to obtain NFA with Conditions via email correspondence as requested by the client. COJ-EQD stated that no additional soil sampling would be required; however, COJ-EQD requested installation of additional monitor wells and a minimum of one year of groundwater monitoring.

On January 9, 2014, Aerostar installed monitor wells MW-15, MW-16, MW-17, and MW-18. On January 16, 2014, Aerostar collected groundwater samples from monitor wells MW-2, MW-7, MW-12, MW-14, MW-15, MW-16, MW-17, and MW-18. Laboratory analytical results showed concentrations of naphthalene in groundwater samples MW-14 and MW-15 above the GCTL. All remaining laboratory analytical results were below GCTLs. The predominant

direction of groundwater flow was estimated to be to the east-northeast and the average depth to water was 5.41 feet BLS.

On April 16, 2014, Aerostar collected groundwater samples from monitor wells MW-3, MW-7, MW-8, MW-11, MW-14, MW-15, MW-16, MW-17, and MW-18. Groundwater laboratory analytical results showed concentrations of benzene, ethylbenzene, and/or naphthalene in groundwater samples MW-14, MW-15, and MW-17 above the GCTLs. All remaining laboratory analytical results were below GCTLs. The results confirmed concentrations of lead or TRPH did not exceed GCTLs at the site. The predominant direction of groundwater flow was estimated to be to the east-northeast and the average depth to water was 5.73 feet BLS.

Between July 11 and 14, 2014, Aerostar collected groundwater samples from monitor wells MW-2, MW-7, MW-8, MW-11, MW-14, MW-15, MW-16, MW-17, and MW-18. Groundwater laboratory analytical results showed concentrations of ethylbenzene and naphthalene in groundwater sample MW-17 above the GCTLs. All remaining laboratory analytical results were below GCTLs. The predominant direction of groundwater flow was estimated to be to the east and the average depth to water was 6.50 feet BLS.

On October 10, 2014, Aerostar collected groundwater samples from monitor wells MW-2, MW-7, MW-8, MW-11, MW-14, MW-15, MW-16, MW-17, and MW-18. Groundwater laboratory analytical results for samples MW-14, MW-15, and MW-17 showed concentrations of benzene, ethylbenzene and/or naphthalene above the GCTLs, but below NADCs. All remaining laboratory analytical results were below GCTLs. The predominant direction of groundwater flow was estimated to be to the east-northeast and the average depth to water during the sampling event was 5.62 feet BLS. Groundwater concentrations and groundwater flow direction on October 10, 2014 are presented in Figures 4 and 5, respectively.

## **2.0 DISCUSSION OF ENGINEERING CONTROLS**

The engineering controls are proposed to limit or prevent access and exposure to soil that exceeds direct exposure SCTLs. The engineering control that prevents human exposure to soil that exceeds the FDEP SCTLs for direct exposure is an asphalt parking lot. A certification by a Florida Professional Engineer (P.E.) is presented in Appendix B that states that this engineering

control is consistent with commonly accepted engineering practices and is appropriately designed and constructed for its intended purpose.

### **3.0 INSPECTION AND MAINTENANCE PLAN**

Mr. Bush has made a commitment to establish specific use restrictions via institutional controls to limit the impacted portions of the property to future use as a parking lot. In the event that site use changes, Mr. Bush acknowledges that additional investigation, revisions to the institutional controls, or remediation may be necessary.

The engineering control of the site will be inspected every two years by a P.E. who is familiar with the environmental conditions and the purpose of the engineering controls. The purpose of the inspection will be to verify that the engineering controls are intact, functional, and continue to serve their intended purpose. The proposed engineering control of the asphalt parking lot shall be deemed to have failed if a crack greater than 1/8-inch occurs in the asphalt. The P.E. will prepare a letter report for Mr. Bush which presents an engineering opinion of the condition of the engineering controls, along with any recommendations for required maintenance. The P.E. report will be maintained by the site owner along with a record of any actions taken to address the recommendations of the P.E.

The engineering control will be maintained throughout the life of the Restrictive Covenant in order to prevent human exposure to contaminated soils. If the asphalt is damaged by accident or construction activities, it will be promptly repaired to match current conditions. Although the site owner is not required to report a failure of the engineering control, the engineering control will be repaired immediately.

### **4.0 CONCLUSIONS AND RECOMMENDATIONS**

The following is a summary of the applicable criteria to justify RMO II.

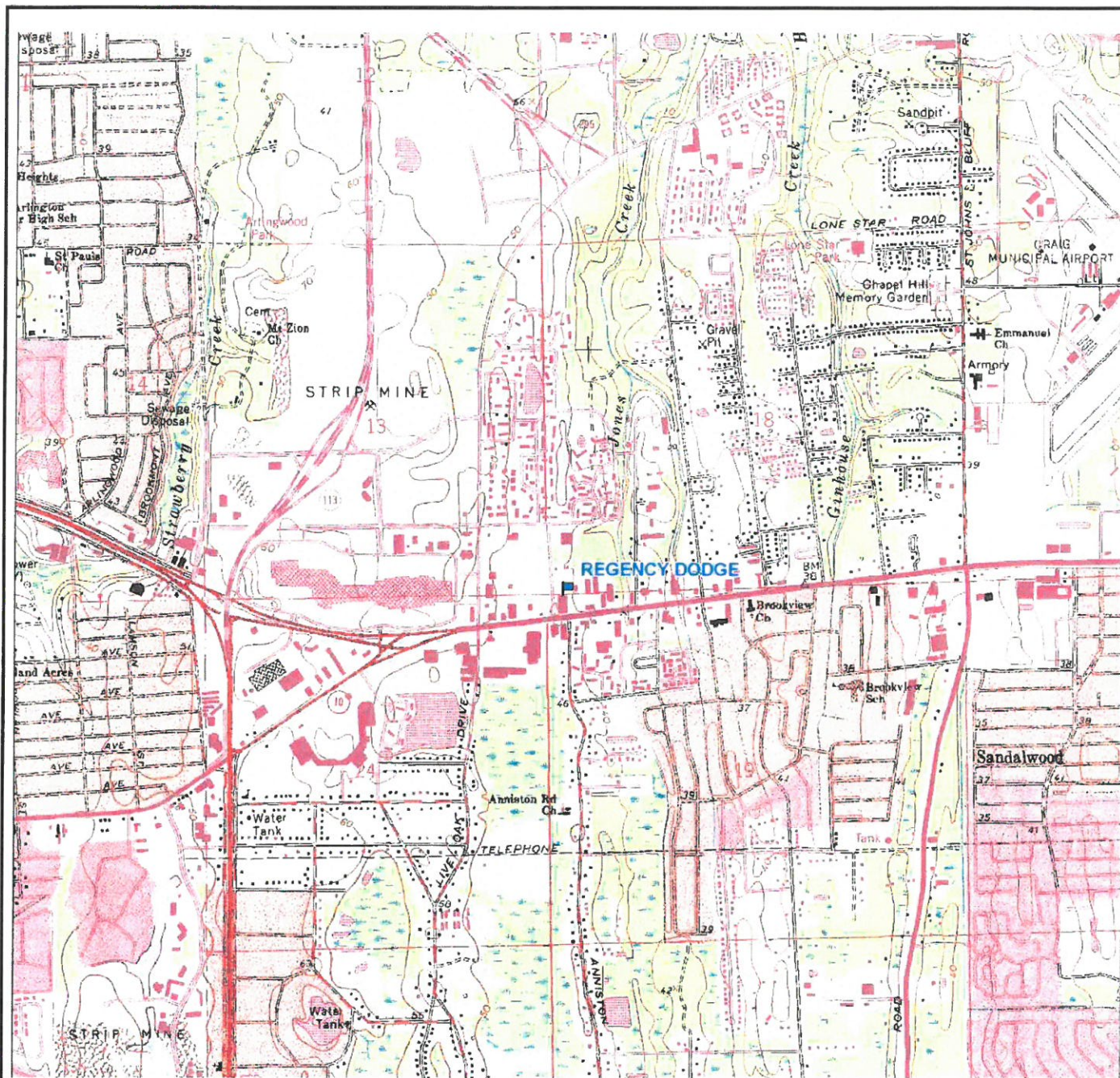
- Soil impacts at the site are delineated horizontally and vertically within the current monitor well network, are confined within the property boundaries, and are capped by an asphalt parking lot ranging in thickness from 6 to 12 inches.
- Free product has never been detected at the site.



- Groundwater laboratory analytical results for samples MW-14, MW-15, and MW-17 showed concentrations of benzene, ethylbenzene and/or naphthalene above the GCTLs, but below NADCs.
- Downgradient monitor well MW-2 has not shown any dissolved hydrocarbons above GCTLs since 2001 and downgradient monitor well MW-16 has never shown any dissolved hydrocarbons above GCTLs.
- Groundwater results show that groundwater impacts at the site are less than ¼ acre in size, have not migrated, are confined within the property boundaries beneath an asphalt cap, and are slowly decreasing over time.
- Groundwater flow has consistently been in the same direction to the east-northeast.

The property owner, Tom Bush Family of Dealerships - T.J.T. Investments, Inc, has no plans to change the design or function of the asphalt parking lot capping the area of impacted soil and groundwater at the site. Based on these results, Aerostar recommends site closure in accordance with RMO II - NFA with institutional and engineering controls (Chapter 62-780.680(2), FAC).

## FIGURES



ARLINGTON, FLORIDA

REVISÉD 1964

7.5 MINUTE SERIES  
(TOPOGRAPHIC)

CONTOUR INTERVAL 10 FEET



QUADRANGLE LOCATION



SCALE:  
1:24,000

NATIONAL GEODETIC VERTICAL DATUM OF 1929

FIGURE 1: TOPOGRAPHIC SITE LOCATION MAP






REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY,  
FLORIDA  
FDEP FACILITY ID: 168629731

DRAWN BY: RBH

REFERENCE: MAP OF  
ARLINGTON, FLORIDA  
PREPARED BY: U. S.  
GEOLOGICAL SURVEY



# LEGEND

-  MONITOR WELL LOCATION
-  LIGHT POLE
-  TEMPORARY WELL LOCATION

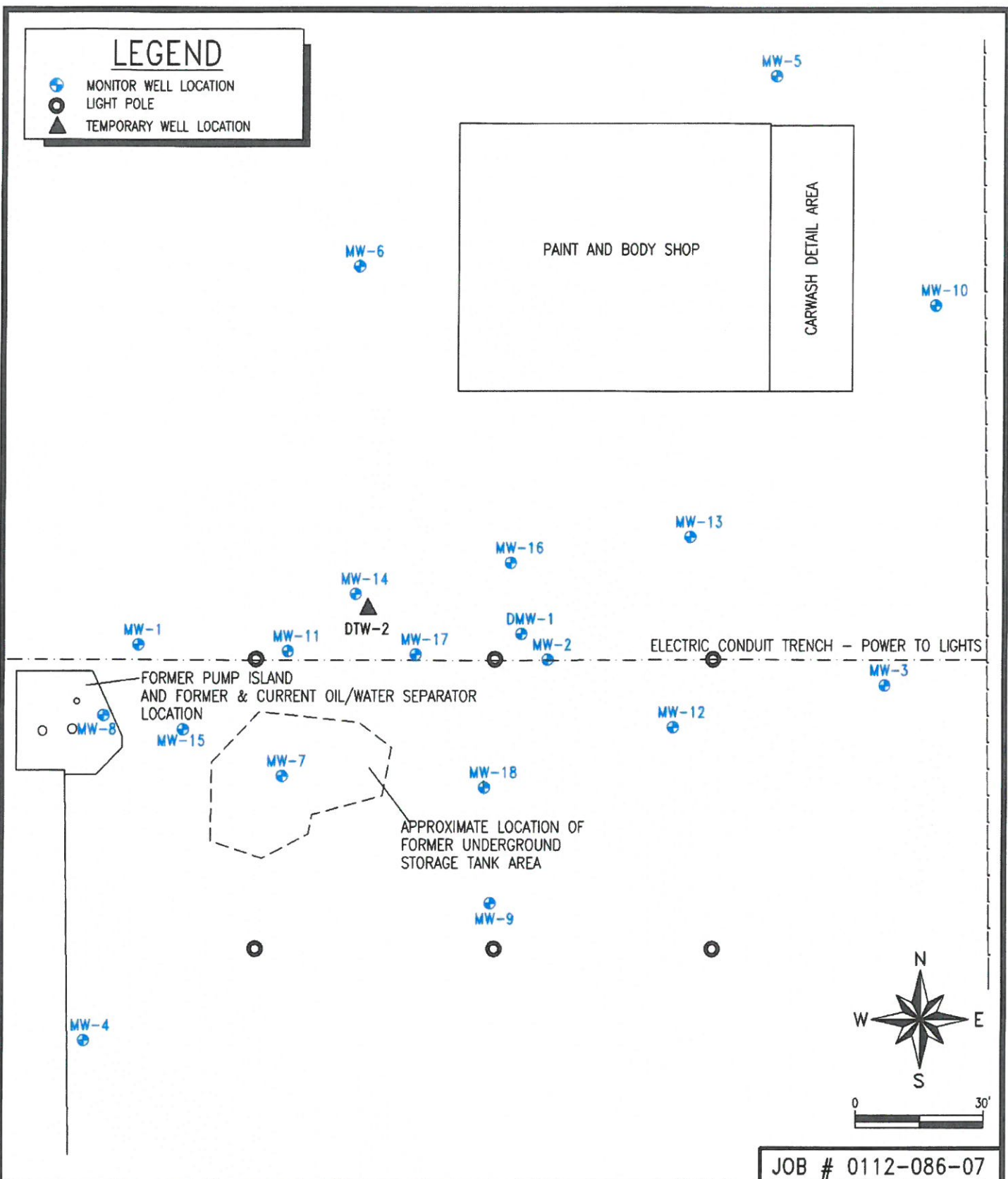
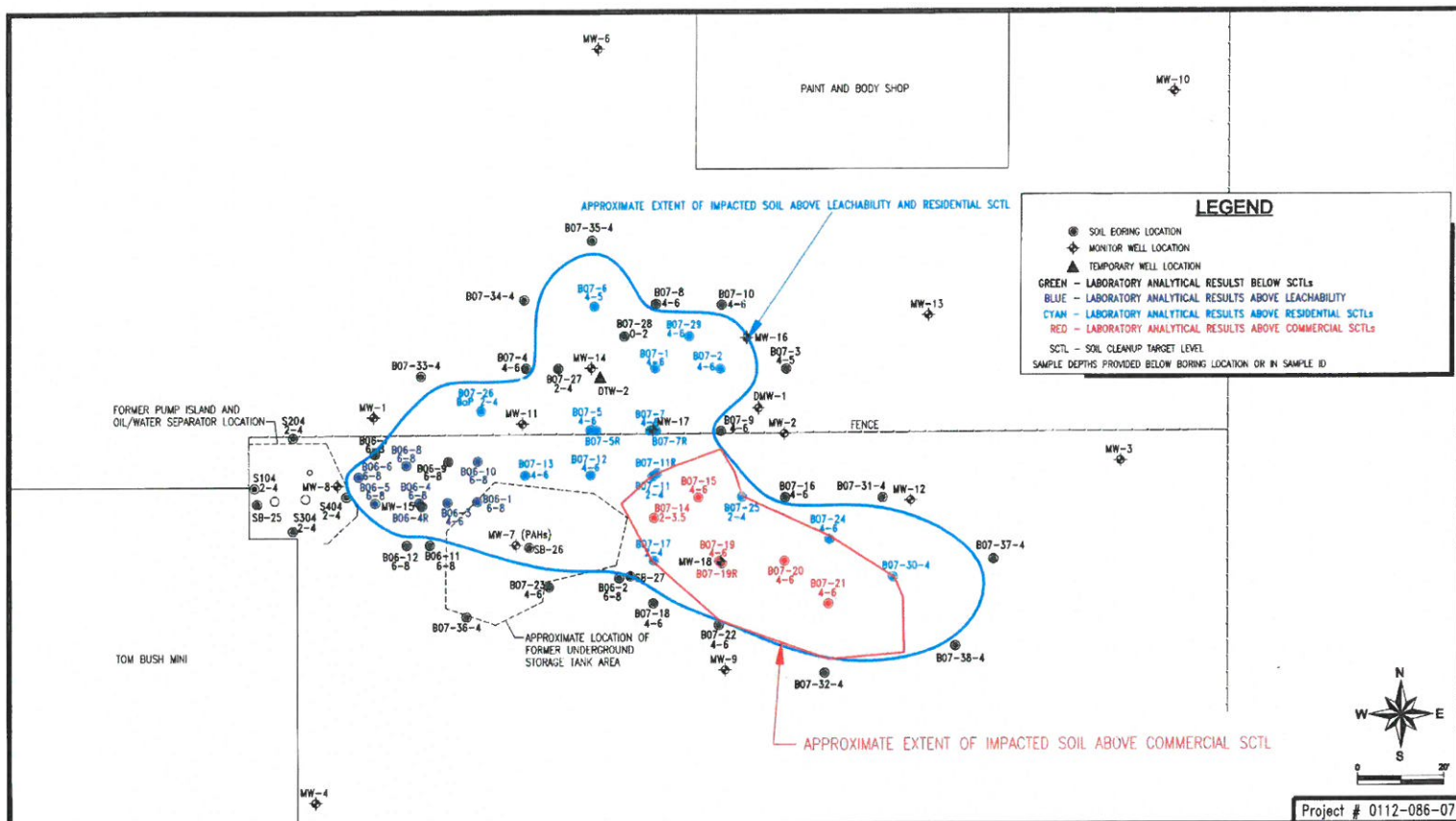


FIGURE 2. SITE MAP



REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY, FLORIDA  
FDEP FACILITY ID: 168629731

SCALE: 1" = 30'-0"  
UPDATED: FEBRUARY 2014  
REVIEWED BY: K. LEGGOE



REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY, FLORIDA  
FDEP FACILITY ID: 168629731

Scale: 1" = 20'-0"  
Updated: FEBRUARY 2014  
Reviewed By: K. Leggoe





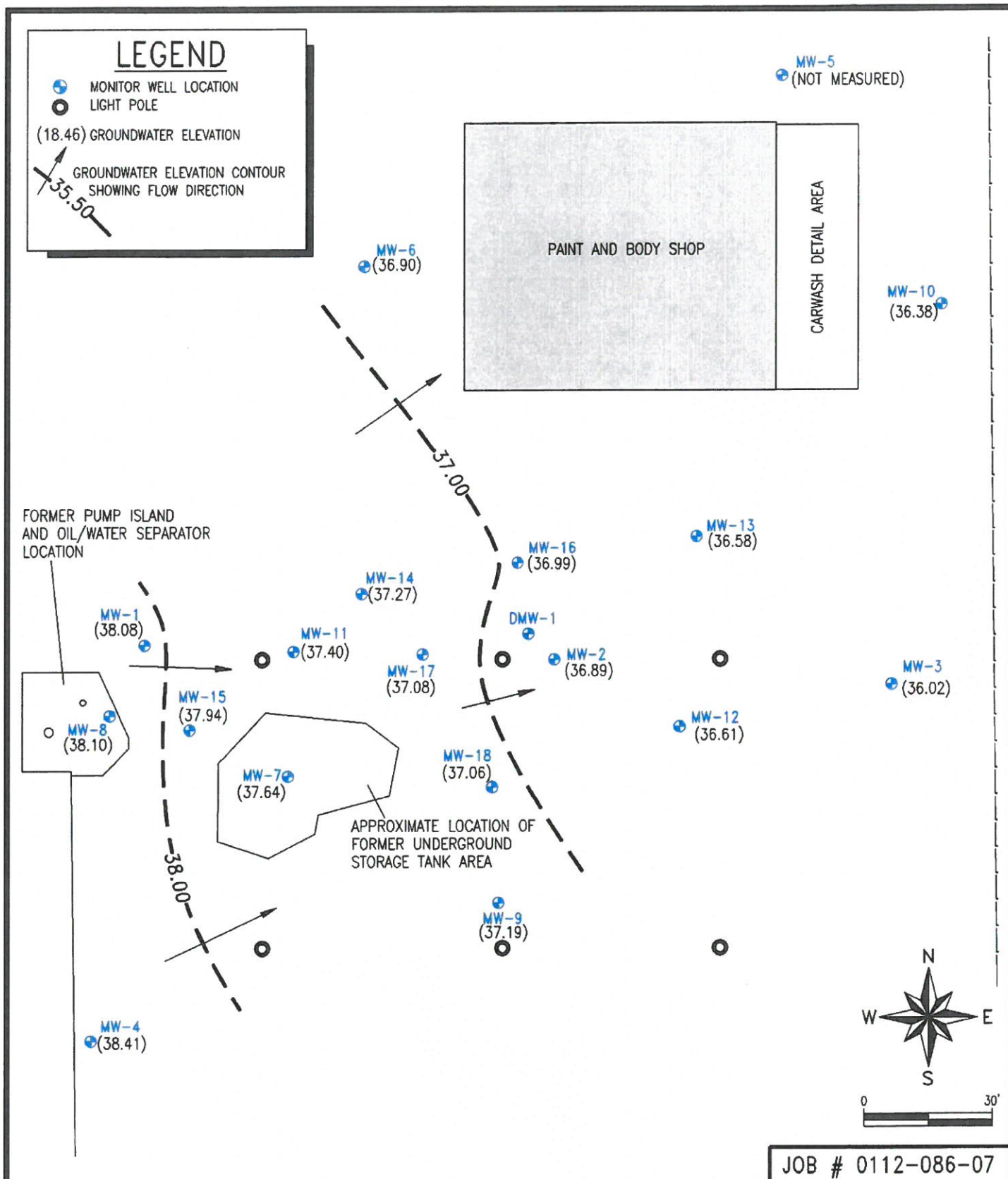


FIGURE 5. GROUNDWATER CONTOUR MAP – OCTOBER 10, 2014

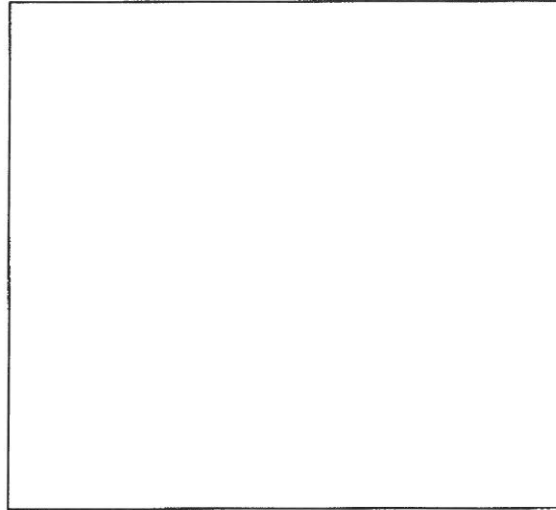


REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY, FLORIDA  
FDEP FACILITY ID: 168629731

SCALE: 1" = 30'-0"  
UPDATED: OCTOBER 2014  
REVIEWED BY: K. LEGGOE

**APPENDIX B**

**DRAFT RESTRICTIVE COVENANT**



This instrument prepared by:  
T J T Investments Inc  
Property Owner RE# 162883-0020  
9875 Atlantic Boulevard  
Jacksonville, Florida 32225-6536

#### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (Declaration) is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by T J T Investments Inc., Property Owner RE# 162883-0020 (GRANTOR), and the Florida Department of Environmental Protection (FDEP).

#### RECITALS

A. GRANTOR is the fee simple owner of certain real property in the City of Jacksonville, Duval County, Florida, which is more particularly described in Exhibit "A," attached (the Restricted Property).

B. The FDEP Facility Identification Number for the Restricted Property is 168629731. The facility name at the time of entry into this Declaration is the Regency Dodge property located at 9875 Atlantic Boulevard, Jacksonville, Duval County, Florida (the Facility).

This Declaration addresses the site condition that initially was reported to FDEP for a discharge discovered on April 13, 1996.

C. The discharge of petroleum products on the Restricted Property is documented in the following reports.

- Contamination Assessment Report (CAR), dated April 16, 1997
- CAR Addendum (CARA), dated June 23, 1997
- Remedial Alternatives Report, dated February 1, 1998
- Remedial Alternatives Evaluation Report, dated March 1, 1998
- Supplemental Remedial Alternatives Report, dated July 16, 1998
- Remedial Action Report, dated October 5, 1999
- Natural Attenuation Monitoring (NAM) Annual Report, dated May 22, 2001
- NAM Biannual Report, dated November 30, 2001
- NAM Biannual Report, dated August 13, 2002
- NAM Biannual Report, dated March 28, 2003
- NAM Biannual Report, dated June 17, 2003
- NAM Biannual Report, dated December 17, 2003
- NAM Biannual Report, dated June 24, 2004
- NAM Biannual Report, dated January 20, 2005
- NAM Biannual Report, dated July 30, 2005
- NAM Biannual Report, dated March 10, 2006
- NAM Biannual Report, dated August 8, 2006
- Response to Comments, dated September 26, 2006
- Limited Soil and Groundwater Investigation Report, dated February 27, 2007
- As-Built, dated March 2, 2007
- Soil Report, dated July 31, 2007
- Semi-annual Groundwater Monitoring Report, dated November 20, 2007
- Soil Report Addendum, dated November 27, 2007
- Response to Comments, January 9, 2008
- Limited Soil and Groundwater Investigation Report, dated May 28, 2008
- Response to Comments, dated November 5, 2008
- Semi-annual Groundwater Monitoring Report, dated January 15, 2009
- Groundwater Sampling Report, dated April 12, 2012
- Supplemental Site Assessment Report, dated April 15, 2013
- First Quarter Groundwater Monitoring Report, dated March 13, 2014
- Second Quarter Groundwater Monitoring Report, dated May 26, 2014

- Third Quarter Groundwater Monitoring Report, dated August 15, 2014
- Fourth Quarter Groundwater Monitoring Report, dated November 6, 2014

D. The reports filed by GRANTOR and noted in Recital C set forth the nature and extent of contamination that is located on the Restricted Property (collectively, the Reports). These reports confirm that contamination of groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the soil and groundwater contamination does not extend beyond the Restricted Property boundaries, the soil impacts onsite were delineated onsite, within the current monitor well network, under an asphalt parking lot cap, and do not appear to have a direct influence on the groundwater impacts, that the extent of the groundwater contamination does not exceed ¼ acre, and that the groundwater contamination is not migrating.

E. It is the mutual intent of GRANTOR and FDEP that the restrictions of this Declaration shall reduce or eliminate the risk of exposure to users or occupants of the Restricted Property and to the environment from the contaminants cited in paragraph D of these Recitals, and to reduce or eliminate the threat or migration of those contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order (SRCO) with Conditions (Order) upon recordation of this Declaration. The FDEP reserves the right to unilaterally revoke the Order if the conditions of the Order or this Declaration are not met. Additionally, if concentrations of petroleum products increase above the levels approved in the Order, or if a subsequent discharge of substances regulated by the FDEP occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of petroleum products to levels allowed by applicable FDEP rules. The Order related to this Restricted Property may be found by contacting the FDEP Northeast District.

G. GRANTOR deems it appropriate and in the best interest of all current and future owners of the Restricted Property to obtain an Order and to restrict a 0.59-acre portion of the Property with restrictions that are more specifically set forth in paragraph 2, below.

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

1. The Recitals are true and correct, and are hereby incorporated.
2. GRANTOR hereby imposes the following restrictions on the Restricted Property:

SOIL RESTRICTIONS

- (i) The figure presented in Exhibit "B" depicts the boundary of the 0.59-acre portion of the Property to be restricted, cross-referenced to the State Plane Coordinates System.
- (ii) The Area of Soil Contamination as located and noted on Exhibit "B" shall be permanently covered and maintained with an impervious surface, such an asphalt parking lot that prevents human exposure and water infiltration (Engineering Control). An Engineering Control Maintenance Plan (ECMP) shall be maintained that includes the frequency of inspections and monitoring, and the criteria for determining when the Engineering Control has failed. The Engineering Control Statement and ECMP are attached as Exhibits C and D.



- (iii) Excavation and construction beneath the impervious surface or clean soil cap is not prohibited in the Area of Soil Contamination, provided that any contaminated soil that is excavated is removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state and/or federal requirements. Nothing herein shall limit any other legal requirements requiring construction methods and precautions that must be taken to minimize risk of exposure while conducting work in the contaminated area. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management (DWM) must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit, or restrict any excavation or construction at or below the surface outside the boundary of the Area of Soil Contamination.

#### GROUNDWATER RESTRICTIONS

- (i) The figure presented in Exhibit "B" depicts the boundary of the Property and the 0.59-acre portion of the Property to be restricted, cross-referenced to the State Plane Coordinates System.
- (ii) Within the 0.59-acre portion of the Property to be restricted, there shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property other than monitoring wells pre-approved in writing by FDEP in addition to

any authorizations required by the Division of Water Resource Management (DWRM) and the St. Johns River Water Management District (SJRWMD).

- (iii) For any dewatering activities on the Property, a plan pre-approved by FDEP must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit, or restrict any excavation or construction at or below the surface outside the property boundary.
- (iv) The figure presented in Exhibit "B" is a Survey identifying the site and location of existing stormwater swales and ditches on the Property. Such existing stormwater features shall not be altered, modified, or expanded, and there shall be no construction of new stormwater swales or ditches on the Property without prior written approval from FDEP in addition to any authorizations required by the DWRM and the SJRWMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, or constructed.

3. In the remaining paragraphs, all references to "GRANTOR" and to "FDEP" shall also mean and refer to their respective successors, grantees and assigns.

4. For purposes of monitoring the restrictions contained herein, FDEP is hereby granted by GRANTOR a right of entry upon and access to the Property at reasonable times and

with reasonable notice to the GRANTOR. Access is available by an adjacent public right-of-way.

5. GRANTOR intends that this Declaration will and does touch and concern the Property, run with the land and the title to the property, and shall apply to and bind and inure to the benefit of GRANTOR and FDEP, and any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and the appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the 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 the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the 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 these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of this Declaration. Furthermore, prior to the entry into a landlord – tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in

writing all proposed tenants of the Restricted 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 the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located (Duval County). To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by the real property owner 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 provision 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 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 would impair GRANTOR's rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, *GRANTOR* has executed this instrument, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PROPERTY OWNER RE# 162883-0020:  
T J T Investments Inc.  
Mr. John P. Bush, President

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of 9875 Atlantic Boulevard, Jacksonville, Duval County, Florida.

Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
☐ Personally known, or  
☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_

AFFIX NOTARY STAMP

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 \_\_\_\_\_, 20\_\_.

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
DIANE PICKETT, P.G.  
PROGRAM ADMINISTRATOR

Petroleum Restoration Program  
2600 Blair Stone Road  
Tallahassee, Florida 32399

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

Signed, sealed and delivered in the presence of:

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Florida Department of Environmental Protection.

Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
☐ Personally known, or  
☐ Produced Identification  
Type of Identification Produced  
\_\_\_\_\_

AFFIX NOTARY STAMP



**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

**LEGAL DESCRIPTION OF THE 0.59-ACRE PORTION OF THE  
PROPERTY TO BE RESTRICTED**

The following legal description was provided by Atlantic Gulf Surveying Co. in a Professional Land Survey dated March 17, 2015 (attached).

A Parcel of land situated in Section 18 and 19, Township 2 South, Range 28 East, Duval County, Florida, being more particularly bounded and described as follows:

Commence at the southeast corner of that parcel described in official records book (ORB) 9167, page 2250, of the current public records of Duval County, Florida, and proceed from said corner, located on the northerly right of way line of Atlantic Boulevard (a 100 foot right of way), north 00°33'49", along the easterly line of said parcel, a distance of 258.19 feet, to the point of beginning of subject parcel; thence continue north 00°33'49" west, along the said easterly line of the parcel described in ORB 9167, page 2250, a distance of 121.62 feet, to a corner; thence, departing said line, south 89°19'33" west, and 1 foot southerly of the face of a metallic building located on the parent parcel, a distance of 212.48 feet, to a corner; thence south 00°40'08" east, and one foot easterly of the face of a metallic building located on the parent parcel, a distance of 119.67 feet, to a corner; thence north 89°51'10" east, a distance of 212.27 feet, to the point of beginning.

The afore-described parcel contains 25,621.85 square feet or 0.59 acres, more or less.

**EXHIBIT B**

**SURVEY SHOWING RESTRICTED AREA**

# MAP SHOWING A BOUNDARY SURVEY OF:

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 2 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED BY A LEGAL DESCRIPTION THAT  
IS ATTACHED HERETO AND MADE A PART HEREOF, TO  
WIT:

## LEGAL DESCRIPTION OF RESTRICTED PARCEL:

COMMENCE AT THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK (ORB) 9167, PAGE 2250, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND PROCEED FROM SAID CORNER, LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (A 100 FOOT RIGHT OF WAY), NORTH 00°33'49" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 258.19 FEET, TO THE POINT OF BEGINNING OF SUBJECT PARCEL; THENCE CONTINUE NORTH 00°33'49" WEST, ALONG THE SAID EASTERLY LINE OF THE PARCEL DESCRIBED IN ORB 9167, PAGE 2250, A DISTANCE OF 121.62 FEET, TO A CORNER; THENCE, DEPARTING SAID LINE, SOUTH 89°19'33" WEST, AND 1 FOOT SOUTHERLY OF THE FACE OF A METALLIC BUILDING LOCATED ON THE PARENT PARCEL, A DISTANCE OF 212.48 FEET, TO A CORNER; THENCE SOUTH 00°40'08" EAST, AND 1 FOOT EASTERLY OF THE FACE OF A METALLIC BUILDING LOCATED ON THE PARENT PARCEL, A DISTANCE OF 119.67 FEET, TO A CORNER; THENCE NORTH 89°51'10" EAST, A DISTANCE OF 212.27 FEET, TO THE POINT OF BEGINNING. SUBJECT PARCEL, THUS DESCRIBED, CONTAINS AN AREA OF 25,621.85 SQUARE FEET, MORE OR LESS.

## LEGEND:

(A)	ASSUMED	MTL. CVR.	METAL COVER
A/C	AIR-CONDITIONER	MW	MONITORING WELL
ALUM.	ALUMINUM	OU	OVERHEAD UTILITIES
ASPH.	ASPHALT	ORB	OFFICIAL RECORDS BOOK
BLDG.	BUILDING	PB	PHONE BOOTH
C.L.	CHAIN LINK	PEP	POLYETHELENE PIPE
CONC.	CONCRETE	ST	STORM DRAIN PIPE
CPP	CONCRETE POWER POLE	S/W	SIDEWALK
CTSP	CONCRETE TRAFFIC SIGNAL POLE	T.O.B.	TOP OF BANK
DIA.	DIAMETER	TRB	TELEPHONE RISER BOX
ECB	ELECTRIC CONTROL BOX	TSCB	TRAFFIC SIGNAL CONTROL BOX
EHH	ELECTRIC HANDHOLE	WP	WOOD POST
FH	FIRE HYDRANT	WPP	WOOD POWER POLE
GV	GAS VALVE	WM	WATER METER
IP	IRON PIPE	WV	WATER VALVE
IR	IRON ROD	XC	"X"-CUT
FND.	FOUND	W/	WITH
MLP	METAL LIGHT POST	OMW X	MONITORING WELL (WITH NUMBER)
MP	METAL POST	-e-	SIGN (STREET OR OTHER)

## SURVEYORS REPORT & NOTES:

- 1) THIS IS A BOUNDARY SURVEY, THE PURPOSE OF WHICH IS TO DEFINE A PARCEL OUT OF PARENT TRACT DESCRIBED IN ORB 9167, PAGE 2250, OF THE DUVAL COUNTY RECORDS.
- 2) REFERENCE WAS MADE TO LEGAL DESCRIPTIONS RECORDED IN ORB 11145, PAGE 2145, AND ORB 14387, PAGE 1886, OF THE PUBLIC RECORDS OF DUVAL COUNTY. MONUMENTS RELATED TO THESE DESCRIPTIONS WERE FOUND IN THE FIELD, AND USED AS ORIENTATION FOR THE EASTERLY LINE OF THE PARENT TRACT, AS WELL AS THE EASTERLY LINE OF SUBJECT PARCEL.

CLIENT: AEROSTAR SES, LLC

SHEET 1 OF 2 (NOT VALID WITHOUT BOTH SHEETS)

SEE SHEET 2 FOR SURVEY OF PARCEL



**ATLANTIC ~ GULF SURVEYING CO.**  
LAND & ENGINEERING SURVEYS  
LICENSED BUSINESS NUMBER L.B. 6226  
5736 TIMUQUANA ROAD  
JACKSONVILLE, FLORIDA 32210  
PHONE 904-771-8412  
FAX 904-778-8578

JOB NO. 15 S 2542  
DATE OF SURVEY 03/17/2015  
FIELD BOOK 407  
DATE 03/18/2015  
DRAFTER BRW  
SCALE 1" = 80'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brian R. Marie  
BRIAN R. MARIE, P.S.M., FL. REG. #4852

SURVEY LEGEND	
.....	SET IRON PIN OR PIPE
.....	FOUND IRON PIN OR PIPE
.....	SET CONCRETE MONUMENT
.....	FOUND CONCRETE MONUMENT
.....	SET MASONRY (PIV) NAIL
.....	POLE AS NOTED

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY A LEGAL DESCRIPTION THAT IS ATTACHED HERETO AND MADE A PART HEREOF ON SHEET 1; BEING LOCATED WITHIN THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

SOUTHERLY LINE OF ORB 14367, PAGE 1686

SOUTHERLY LINE OF ORB 14367, PAGE 1686

NOTE: THE COORDINATES SHOWN AT THE FOUR CORNERS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) 1983.

SECTION LINE: 500°54'22"E (D)

LIBRARY ROAD

(D) S00°54'22"E 301.90'

-50

SECTION 18
SECTION 19

N 2178063.30  
E 485003.98

N 2178065.69  
E 485216.45

SET PK NA!  
IN ASPHALT

N 2177943.64  
E 485005.31

N 2177944.08  
E 485217.58

SET PK NAIL & DISK-  
IN ASPHALT 1.0' EAST  
OF BUILDING FACE

**TOM BUSH MINI COOPER**  
**9875 ATLANTIC BOULEVARD**

T J T INVESTMENTS, INC.  
ORB 9167, PAGE 2250  
EXHIBIT "A"

POINT OF  
BEGINNING

BASELINE: (D) N00°33'49"W (C) 258.

(D)  $N00^{\circ}33'.49''W$  (D)  $290.00^{\circ}$

POINT OF  
COMMENCEMENT  
(DESTROYED)

(D) N83°17'50"E 500.00'

**ATLANTIC BOULEVARD**

(100' RIGHT OF WAY) GR

GRAPHIC SCALE



( IN FEET )  
inch = 60 ft.

CLIENT: AEROSTAR SES, LLC

SHEET 2 OF 2 (NOT VALID WITHOUT BOTH SHEETS)



ATLANTIC ~ GULF SURVEYING CO.  
LAND & ENGINEERING SURVEYS  
LICENSED BUSINESS NUMBER L.B. 6226

5736 TIMUQUANA ROAD  
JACKSONVILLE, FLORIDA 32210  
PHONE 904-771-6412  
FAX 904-778-8578

JOB NO. 15 S 2542  
DATE OF SURVEY 03/17/2015  
FIELD BOOK 407  
DATE 03/18/2015  
DRAFTER BRM  
SCALE 1" = 60'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Brian R. Marie

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

**EXHIBIT C**

**ENGINEERING CONTROL STATEMENT**



**ENGINEERING CONTROL STATEMENT  
REGENCY DODGE  
9875 ATLANTIC BOULEVARD  
JACKSONVILLE, DUVAL COUNTY, FLORIDA  
FDEP FACILITY ID: 168629731**

**PROFESSIONAL REVIEW**

The Engineering Control presented for Regency Dodge, 9875 Atlantic Boulevard, Jacksonville, Duval County, Florida, FDEP Facility ID No. 168629731, has been reviewed by me, James O. Smith, Jr., P.E. (Florida P.E. No. 45048).

The engineering control that prevents human exposure to soil and groundwater that exceed the FDEP SCTLs for direct exposure and GCTLs, respectively, is an asphalt parking lot. I hereby certify that, to the best of my knowledge, this engineering control is consistent with commonly accepted engineering practices and is appropriately designed and constructed for its intended purpose.

The engineering control of the site should be inspected every two years by a P.E. who is familiar with the environmental conditions and the purpose of the engineering controls. The purpose of the inspection will be to verify that the engineering controls are intact, functional, and continue to serve their intended purpose. The proposed engineering control of the asphalt parking lot shall be deemed to have failed if a crack greater than 1/8-inch occurs. The P.E. shall prepare a letter report for the site owner, which presents an engineering opinion of the condition of the engineering control, along with any recommendations for required maintenance. The P.E. report shall be maintained by the site owner along with a record of any actions taken to address the recommendation of the P.E.

The engineering control shall be maintained throughout the life of the Restrictive Covenant in order to prevent human exposure to contaminated soils. If the asphalt is damaged by accident or construction activities, it shall be promptly repaired to match current conditions. Although the site owner is not required to report a failure of the engineering control, the engineering control shall be repaired immediately.

Signature: \_\_\_\_\_

James O. Smith, Jr., P.E.  
Florida P.E. 45048

\_\_\_\_\_ Date

**EXHIBIT D**

**ENGINEERING CONTROL MAINTENANCE PLAN**

## **ENGINEERING CONTROL MAINTENANCE PLAN**

Mr. John P. Bush, property owner for the Regency Dodge site, has made a commitment to establish specific use restrictions via institutional controls to limit the area of soil and groundwater that exceed Soil Cleanup Target Levels (SCTLs) and Groundwater Cleanup Target Levels (GCTLs) within the Restricted Property to future use as a parking lot. In the event that site use changes, Mr. Bush acknowledges that additional investigation, revisions to the institutional controls, or remediation may be necessary.

The engineering control for this Restricted Property is the 212-foot by 122-foot by 6-inch (minimum) thickness asphalt parking lot in the former UST area. The engineering control of the site will be inspected every two years by a Florida Registered Professional Engineer (P.E.) who is familiar with the environmental conditions and the purpose of the engineering controls. The purpose of the inspection will be to verify that the engineering control is intact, functional, and continues to serve its intended purpose. The engineering control of the asphalt parking lot shall be deemed to have failed if a crack greater than 1/8-inch occurs. The control should be repaired if damaged. The P.E. will prepare a letter report for Mr. Bush which presents an engineering opinion of the condition of the engineering controls, along with any recommendations for required maintenance. The P.E. report will be maintained by the site owner along with a record of any actions taken to address the recommendation of the P.E.

The engineering control will be maintained throughout the life of the Restrictive Covenant in order to prevent human exposure to contaminated soils. If the asphalt cap is disturbed or damaged by accident or construction activities, it will be promptly repaired to match current conditions. Although the site owner is not required to report a failure of the engineering control, the engineering control will be repaired immediately.

**APPENDIX C**  
**TITLE REPORT**

Rec'd 4-27-16  
15-0640  
aka Regency Dodge

**Land Title Inquiries, Inc.**

8349 Lorraine Dr.  
Strongsville, OH 44149

Phone (440) 846-LAND

Fax (440) 846-3845

Order No. 16-031U  
(Update of 15-074)

Subject Property Address: 9875 Atlantic Ave., Jacksonville, FL.

Current Owner of Record: T.J.T. Investments, Inc.

30 year Encumbrances/Env Lien/AUL Report prepared exclusively for:

**Aerostar SES, LLC**

Project No. M3001.0086.07

Effective Date: February 2, 2016

## Land Title Inquiries

Order No. 16-031U

- 1) Mortgage and Security Agreement recorded 12/21/1998 in OR Book 9167 Page 2255. (Now Released/Satisfied but shown herein for informational purposes)  
Note – This Mortgage sets out Environmental Conditions of Property that includes reference to five (5) environmental reports. See copy.
- 2) Quit Claim Deed to Regency Utilities, Inc., recorded 9/9/1999 in OR Book 9409 Page 1870  
Note – Regarding equipment & rights of the water supply system
- 3) Reciprocal Easements Agreement recorded 5/3/2000 in OR Book 9613 Page 1092.
- 4) Amended and Restated Reciprocal Easements Agreement recorded 3/15/2001 in OR Book 9915 Page 1719.
- 5) Negative Pledge Agreement recorded 6/3/2015 in OR Book 17187 Page 1846.
- 6) Tax Information - Tax Parcel No. 162883-0020  
Building Value - \$839,948.000  
Land Value - \$1,412,387.00  
Extra Feature Value - \$164,638.00  
Assessed Value - \$2,416,973.00  
2015 Taxes – **Paid** in the amount of \$48,436.56 (Paid on 11/18/2015)

## Land Title Inquiries

Order No. 16-031U

### ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Duval County Recorders Records for "Environmental Liens" only on the subject property as identified as 9875 Atlantic Blvd., Jacksonville, FL. Tax Parcel No. 162883-0020 and find the following:

None found

We have done a search of Duval County Recorders Records for Activity & Use Limitations "AUL's" only on the subject property as identified as 9875 Atlantic Blvd., Jacksonville, FL. Tax Parcel No. 162883-0020 and find the following:

None found

This instrument was prepared  
by and should be returned to:

Cleatous J. Simmons, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.  
Post Office Box 2809  
Orlando, Florida 32802-2809

Bk: 9167  
Pg: 2250 - 2254  
Doc# 98309525  
Filed & Recorded  
12/21/98  
03:39:17 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 24.00 \$ 19,950.00  
DEED

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and executed as of the 26<sup>th</sup> day of November, 1998, by **STONEVILLE CORPORATION N.V.**, a Netherlands Antilles corporation, whose address is c/o Orion Investment and Management Ltd. Corp., 9000 S.W. 152nd Street, Suite 106, Miami, Florida 33157 ("Grantor"), to **T.J.T. INVESTMENTS, INC.**, a Florida corporation, whose address is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 ("Grantee");

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Duval County, Florida more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

(hereinafter referred to as the "Subject Property");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

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

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

GRANTEE's ID. No.: 59-2937519  
TAX PARCEL ID. NO. 162885-0020-7

(5)



THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 1998 and thereafter, and easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

**Signed, sealed and delivered  
in the presence of:**

62-11177-1000

Name: Susanne Coda  
Holistic

Name: Susanne Schild

**STONEVILLE CORPORATION N.V.,**  
a Netherlands Antilles corporation

By: Ali

Name: Freik Kurz

/Managing  
Title: Director  
c/o Orion Investment and Management Ltd., Corp.  
9000 S.W. 152nd Street  
Suite 106  
Miami, FL 33157

2  Fr. 2.50 1998

STATE OF GENEVA  
COUNTY OF SWITZERLAND

The foregoing instrument was acknowledged before me this 26 day of November, 1998 by Mr. Pierre KURZ, as <sup>\*</sup>Director of STONEVILLE CORPORATION N.V., a Netherlands Antilles corporation, on behalf of the corporation. He (She) is personally known to me or has produced passport as identification.

## \*Managing

(NOTARY SEAL)

jv/

**Notary Public Signature**

Me Denis KELLER

**Typed or Printed Notary Name**

Notary Public State of GENEVA/SWITZERLAND

~~Commission No.:~~ \_\_\_\_\_ ~~Grade de Maître~~

~~My Commission Expires:~~ ~~\_\_\_\_\_~~ ~~KELLE L. GLASER~~

NOTES

**Succ. de Mes D<sup>rs</sup> Lenzart et Poncelet**  
**4, cours de Rive - 1204 GENÈVE**

Signed, sealed and delivered  
in the presence of:

[Signature]

Name: Susanne Cada

[Signature]

Name: Susanne Schild

STONEVILLE CORPORATION N.V.,  
a Netherlands Antilles corporation

By: [Signature]

Name: Dominique BOURGER

Title: Managing Director

c/o Orion Investment and Management Ltd., Corp.  
9000 S.W. 152nd Street  
Suite 106  
Miami, FL 33157



STATE OF GENEVA  
COUNTY OF SWITZERLAND

The foregoing instrument was acknowledged before me this 26 day of November,  
1998 by Mrs. Dominique BOURGER as Director of STONEVILLE CORPORATION N.V., a  
Netherlands Antilles corporation, on behalf of the corporation. He (She) is personally known to me  
or has produced national identity card as identification.

\*Managing

(NOTARY SEAL)

1v/

[Signature]  
Notary Public Signature

Mr. Denis KELLER

Typed or Printed Notary Name

Notary Public State of GENEVA/SWITZERLAND

Commission No.:                     

My Commission Expires:                     



Etude de Maitres  
KELLER & GLASER  
NOTAIRES

Succ. de Mes Dacor, Humbert et Ponceat  
4, cours de Rive - 1204 GENÈVE

Signed, sealed and delivered  
in the presence of:

[Signature]

Name: Shmuel Elgar

Kathy Keller

Name: Kathy Keller

STONEVILLE CORPORATION N.V.,  
a Netherlands Antilles corporation

By: [Signature]

Name: J. LEITENSDORF

Title: Managing Director  
c/o Orion Investment and Management Ltd., Corp.  
9000 S.W. 152nd Street, Suite 106  
Miami, FL 33157

STATE OF NY  
COUNTY OF NY

The foregoing instrument was acknowledged before me this 1 day of Dec.,  
1998 by Jonathan Leitensdorf, as <sup>\*</sup>Director of STONEVILLE CORPORATION N.V., a  
Netherlands Antilles corporation, on behalf of the corporation. He (She) is personally known to me  
or has produced a license as identification.

\*Managing

(NOTARY SEAL)

KERRY GOTLIB  
Notary Public, State of New York  
No. 31-4743476  
Qualified in New York County  
Commission Expires 5/31/99

[Signature]  
Notary Public Signature

Typed or Printed Notary Name  
Notary Public State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, State of Florida, to Wit.

A portion of Sections 18 and 19, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

beginning at the corner common to Sections 18 and 19, aforementioned, and also common to Sections 13 and 24, Township 2 South, Range 27 East; run thence South 00 degrees 54 minutes 22 seconds East along the Westerly line of said Section 19, a distance of 301.90 feet, more or less, to the intersection with the Northerly right-of-way line of Atlantic Boulevard, State Road No. 10 (as now established): thence North 83 degrees 17 minutes 50 seconds East along the Northerly right-of-way of Atlantic Boulevard, a distance of 500.00 feet; thence North 00 degrees 33 minutes 49 seconds West, a distance of 846.78 feet; thence South 89 degrees 26 minutes 11 seconds West, a distance of 498.93 feet more or less, to the intersection with the Westerly line of Section 18, aforementioned; thence South 00 degrees 33 minutes 49 seconds East along the Westerly line of Section 18, a distance of 598.36 feet to the point of beginning.

Excepting therefrom that part described in Official Record Book 3791, page 50, and Official Records Book 4181, page 346, of the public records of Duval County, Florida.

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
JOHN M. WELCH, JR., Attorney  
Foley & Lardner  
200 Laura Street  
P.O. Box 240  
Jacksonville, FL 32201-0240

Bk: 9167  
Pg: 2255 - 2278  
Doc# 98309526  
Filed & Recorded  
12/21/98  
03:39:17 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 109.50  
OTHER/MTG/NOTE \$ 16,061.50  
INTANGIBLE TAX \$9,178.00

### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE executed this 15th day of December, 1998, by and between FIRST UNION NATIONAL BANK, a national banking association, whose address is 225 Water Street, P.O. Box 2080, Mail Code FL0016, Jacksonville, Florida 32202 (hereinafter referred to as the "Mortgagee"), and T.J.T. INVESTMENTS, INC., whose address for notice under this Mortgage is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 (hereinafter referred to as the "Mortgagor").

#### WITNESSETH:

That for good and valuable considerations and to secure the payment of an indebtedness in the aggregate sum of FOUR MILLION FIVE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$4,589,000.00), or so much thereof as may be advanced, to be paid in accordance with (a) a \$2,680,000 Promissory Note of even date herewith and (b) a \$1,909,000 Promissory Note of even date herewith (as amended, modified or extended, hereinafter collectively referred to as the "Note") (each note has a maturity date of January 2, 2014) together with interest thereon and any and all sums due or which may become due from the Mortgagor to the Mortgagee, including liabilities under any present or future swap agreements between the Mortgagor and the Mortgagee as defined in the 11 U.S.C. § 101(55), the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee its successors and assigns, in fee simple, all of those certain tracts of land of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Duval, State of Florida, which are more fully described in Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises");

TOGETHER with the following property now or hereafter owned by Mortgagor:

(i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

24

**ARTICLE 3  
ENVIRONMENTAL CONDITION OF PREMISES**

**3.1 Environmental Condition of Property.**

The warranties and representations of Mortgagor as hereinafter set forth are given to the best of the Mortgagor's knowledge and belief, in reliance upon the following described environmental reports (herein referred to as the "Environmental Reports"):

(a) That certain Contamination Assessment Report with respect to the Property being dated June 23, 1997 and prepared by Dames & Moore; and

(b) That certain Remedial Alternatives Report with respect to the property being dated March, 1998 and prepared by Donald Lewis, P.E.; and

(c) That certain Phase II Environmental Site Assessment with respect to the Property being dated June 12, 1998 and prepared by Coastal Science Associates, Inc.; and

(d) That certain Environmental Site Assessment with respect to the Property being dated February 2, 1996 and prepared by Dames & Moore; and

(e) That certain Contamination Assessment Report with respect to the Property being dated April 16, 1997 and prepared by Dames & Moore;

Mortgagor, in reliance upon the said Environmental Reports, and to the best of Mortgagor's knowledge and belief, hereby warrants and represents to Mortgagee, as follows:

(a) except as set forth in the Environmental Reports, the premises are now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613; and

(b) (i) as of the date hereof except as set forth in the Environmental Reports, there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Premises or used in connection therewith other than reasonable amounts of petroleum products, solvents, paints, cleaning materials and similar materials used by Mortgagor in the ordinary course of its business in strict conformity with applicable laws and regulations; (ii) Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect to such substances, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other

Book 9409 Pg 1870

Quit-Claim Deed

TJT Investments, Inc.

Tom Bush Autoplex

Bk: 9409  
Pg: 1870 - 1873  
Doc# 99226542  
Filed & Recorded  
09/09/99  
02:59:03 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 19.50  
DEED .70

DUE TO INSUFFICIENT AREA BEING PROVIDED, THIS PAPER IS  
ACTING AS A LEAD PAGE TO THE ACTUAL DOCUMENT BEING  
RECORDED IN ORDER TO PROVIDE PUBLIC RECORDS  
INFORMATION. PLEASE DO NOT DETACH THIS PAPER ONCE THE  
DOCUMENT HAS BEEN RECORDED.

IN:

RET: Regency Utilities, Inc.  
P.O. Box 52506  
Jacksonville, FL 32201-2506

4

## Quit-Claim Deed

Book 9409 Pg 1871

Made this 29<sup>th</sup> day of July, 1999, between TJT INVESTMENTS, INC., a Florida corporation, having an address of 9850 Atlantic Boulevard, Jacksonville, Florida 32225, party of the first part, and REGENCY UTILITIES, INC., a Florida corporation, having its principal place of business at 200 North Laura Street, 10<sup>th</sup> Floor, Jacksonville, Florida 32202, party of the second part.

and NO/100 (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these present does remise, release, and quit-claim unto the said party of the second part, and its heirs, successors, and assigns forever, the following described property, situate lying and being in the county of Duval, State of Florida, to-wit:


All lines, pipes, valves, fittings, and other physical facilities, and all of the grantor's inherent rights and privileges that pertain to the operation of or ownership of the water supply system installed over, under, or upon, or to serve Tom Bush Regency Motors for Tom Bush Autoplex at 9875 Atlantic Boulevard, Jacksonville, Florida 32225, as per the legal description attached.


TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs, successors and assigns forever.

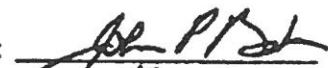
IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its proper officers thereunto duly authorized, on the day and year first above written.

WITNESS:

TJT Investments, Inc.,  
a Florida corporation

  
Print Name: JOHN T. WALSH

  
Print Name: Lisa E. Reag

By:   
Print Name: John P. Bush  
Vice President

Prepared by: Regency Utilities, Inc.  
P.O. Box 52506  
Jacksonville, FL 32201-2506



STATE OF Florida )

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 1999, by John P. Bush, as Vice Pres. & COO of TJT Investments, Inc., a Florida corporation, on behalf of the corporation. He/She is ☒ personally known to me, or ☐ has produced \_\_\_\_\_ as identification [check one].

Shirley D. Dault  
Notary Public, State of  
Print Name: Shirley D. Dault

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

My commission expires: \_\_\_\_\_



EXHIBIT "A"

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, State of Florida, to Wit.

A portion of Sections 18 and 19, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Beginning at the corner common to Sections 18 and 19, aforementioned, and also common to Sections 13 and 24, Township 2 South, Range 27 East; run thence South 00 degrees 54 minutes 22 seconds East along the Westerly line of said Section 19, a distance of 301.90 feet, more or less, to the intersection with the Northerly right-of-way line of Atlantic Boulevard, State Road No. 10 (as now established); thence North 83 degrees 17 minutes 50 seconds East along the Northerly right-of-way of Atlantic Boulevard, a distance of 500.00 feet; thence North 00 degrees 33 minutes 49 seconds West, a distance of 846.78 feet; thence South 89 degrees 26 minutes 11 seconds West, a distance of 498.93 feet more or less, to the intersection with the Westerly line of Section 18, aforementioned; thence South 00 degrees 33 minutes 49 seconds East along the Westerly line of Section 18, a distance of 598.36 feet to the point of beginning.

Excepting therefrom that part described in Official Record Book 3791, page 50, and Official Records Book 4181, page 346, of the public records of Duval County, Florida.

Prepared by and  
Record and Return to:

Gary I. Christian, Esq.  
Rumph, Stoddard & Christian  
Suite 101, 3100 University Blvd. So.  
Jacksonville, Florida 32216

Doc# 2000098152  
Book: 9613  
Pages: 1092 - 1097  
Filed & Recorded  
05/03/00 10:37:54 AM  
HENRY H COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 3.50  
RECORDING \$ 25.00

### RECIPROCAL EASEMENTS AGREEMENT

THIS RECIPROCAL EASEMENTS AGREEMENT, made and entered into this 29<sup>th</sup> day of October of ~~September~~, 1999, by and between T.J.T. INVESTMENTS, INC., a Florida corporation, the address for which is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 ("TJT") and PROLUBE OF JACKSONVILLE, INC., a Florida corporation, the address for which is 181 Library Road, Jacksonville, Florida 32225 ("Prolube"). *Ref*

#### WITNESSETH:

WHEREAS, TJT is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "TJT Easement Property"), the said TJT Easement Property being noted as the "TJT Easement Property" on that certain survey prepared by Charles Bassett & Associates dated December 11, 1998, being attached hereto as Exhibit "B" and made a part hereof (the "Survey");  
*revised October 21, 1999*

WHEREAS, Prolube is now desirous of obtaining from TJT a nonexclusive and perpetual easement for parking of vehicles, and related access to and from the property owned by Prolube and benefitted by the said TJT Easement Property, over and across the said TJT Easement Property; and

WHEREAS, Prolube is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, lying either immediately adjacent to or very near, and east of, the TJT Easement Property, being more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Prolube Easement Property"), the said Prolube Easement Property being noted as such on the attached Survey; and

WHEREAS, TJT is now desirous of obtaining from Prolube a nonexclusive and perpetual easement for sanitary sewer drainage purposes, and related access to and from the property owned by TJT and benefitted by the said Prolube Easement Property (the said Prolube Easement Property and the TJT Easement Property are hereinafter collectively referred to as the "Easement Premises"); and

WHEREAS, TJT and Prolube now desire to enter into this Agreement to create and grant to each other, and their respective heirs, successors in title, and assigns, the mutual, reciprocal and exclusive easements hereinabove and hereinafter described over and across the respective Easement Premises, the said easements to run with the title to the land for the mutual benefit of TJT and Prolube, respectively, and their respective heirs, successors in title, and assigns;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Each and all of the foregoing recitals are true and correct, and are by this reference incorporated herein.

2. TJT hereby gives, grants, dedicates, and conveys unto Prolube, and its successors in title and assigns, a mutual, reciprocal and exclusive easement running with the land for vehicular parking, and related access to and from the property owned by Prolube and benefitted by the said TJT Easement Property, over and across the said TJT Easement Property and related access, ingress, and egress, for the benefit of Prolube, its successors in title and assigns, as well as its employees, agents, and business invitees, together with the right of Prolube and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

3. Prolube hereby gives, grants, dedicates, and conveys unto TJT, and her heirs, successors, grantees in title, and assigns, a mutual, reciprocal and exclusive easement running with the land for sanitary sewer purposes, including the right to install any equipment reasonably related thereto, and related access to and from the property owned by Prolube and benefitted by the said Prolube Easement Property, over and across the said Prolube Easement Property, for the benefit of TJT, its successors in title and assigns, and its agents employees and business invitees, together with the right of TJT, and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

4. Each of the parties hereto hereby fully warrants the title to that portion of the Easement Premises herein conveyed by each of them to the other to be good and marketable, and to be free and clear of all encumbrances and liens of every kind or nature.

5. Each of the parties hereto hereby acknowledges and accepts the conveyance, grant, and delivery of the easement herein granted to each such party by the other party. Neither party hereto, nor their respective successors in title or assigns, is granted any right hereby, nor shall any such party take any action hereunder, which is intended to, or which in fact creates or causes a nuisance, interference, or interruption to the exclusive use of the respective Easement Premises for its intended purposes.

6. In further consideration for the granting of the easement in favor of TJT over and across the Prolube Easement Property, TJT agrees to undertake to complete, at its sole cost and expense, each and all of the following:

- a. Relocate the fence presently east of the ditch (part of which must be moved to bury the new sewer line) south to the property line - to free the area east of the ditch and between the property line and the asphalt road for Prolube's use for parking or other purposes.
- b. After completion of installation of the sewer line through the area mentioned in 1 above, compact and place gravel in the area between the property line and the road suitable for parking trucks.
- c. In the area west of the ditch referred to in the first paragraph above, bury

the water line from the pump to the ditch (or relocate the water line along the fence out of the way of parked vehicles), and to level, compact and place gravel in this area suitable for parking trucks.

The foregoing construction shall be completed within one hundred eighty (180) days from the date hereof.

7. TJT and Prolube, for themselves, and their respective heirs, successors in title, and assigns agree to share the costs of maintenance of the said respective Easement Premises in such a manner that TJT shall be responsible for all expenses associated with maintenance and repair of the sewer easement granted herein in favor of TJT, and Prolube shall be responsible for all expenses associated with maintenance and repair of the parking easement granted herein in favor of Prolube.

8. In the event that any litigation should be brought by any party to enforce the terms of this agreement, the prevailing party in such litigation shall be entitled to recover all costs and expenses in such action, including reasonable attorney's fees incurred.

9. The easements herein granted shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors in title and assigns.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

TJT INVESTMENTS, INC.

  
(Name: Lisa Feagin)

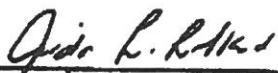
By:   
~~Its President~~  
Vice President

  
(Name: Aida L. Rolland)  
As to TJT

PROLUBE OF JACKSONVILLE, INC.

  
(Name: Lisa Feagin)

By:   
Its President

  
(Name: Aida L. Rolland)  
As to Prolube

STATE OF FLORIDA

COUNTY OF DUVAL

*John P Bush Vice President*

*October* The foregoing Access Easement Agreement was acknowledged before me on this \_\_\_\_\_ day of ~~September~~, 1999, by ~~TOM M. BUSH, JR.~~, the President of TST INVESTMENTS, INC., a Florida corporation, for and on behalf of the said corporation, who is personally known to me, who produced his Florida driver's license as identification, and who did take an oath.

*Sherril Diett*

(Name: \_\_\_\_\_)  
Notary Public, State of Florida at Large



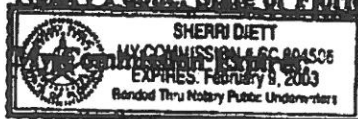
STATE OF FLORIDA

COUNTY OF DUVAL

*October* The foregoing Access Easement Agreement was acknowledged before me on this \_\_\_\_\_ day of ~~September~~, 1999, by ROBERT B. MIZELLE, the President of PROLUBE OF JACKSONVILLE, INC., a Florida corporation, for and on behalf of the said corporation, who is personally known to me, who produced his Florida driver's license as identification, and who did take an oath.

*Sherril Diett*

(Name: \_\_\_\_\_)  
Notary Public, State of Florida at Large



CHRYSTIE WELLS

Exhibit "A"  
TJT Easement Property

PARCEL A

FOR A POINT OF REFERENCE:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (STATE ROAD NO. 10, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF LIBRARY ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 83°17'50" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 451.75 FEET; THENCE NORTH 00°33'49" WEST, A DISTANCE OF 564.72 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICAL RECORDS VOLUME 3791, PAGE 50 OF THE CURRENT PUBLIC RECORDS OF AFORESAID DUVAL COUNTY; THENCE NORTH 00°33'49" WEST, ALONG THE EASTERLY LINE OF AFORESAID LAND A DISTANCE OF 50.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°33'49" WEST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°26'11" WEST A DISTANCE OF 16.16 FEET; THENCE SOUTH 00°33'49" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 21°14'06" WEST A DISTANCE OF 81.51 FEET; THENCE SOUTH 68°45'54" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 21°14'06" EAST A DISTANCE OF 87.51 FEET TO THE POINT OF BEGINNING.

PARCEL B

FOR A POINT OF REFERENCE:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY  
RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (STATE ROAD NO. 10,  
A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE  
EASTERLY RIGHT OF WAY LINE OF LIBRARY ROAD (A 100 FOOT RIGHT  
OF WAY AS NOW ESTABLISHED); THENCE NORTH 00°54'22" WEST,  
ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 296.88  
FEET; THENCE NORTH 00°33'49" WEST, CONTINUING ALONG SAID  
EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 292.15 FEET TO  
THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL  
RECORDS VOLUME 3791, PAGE 50 OF THE CURRENT PUBLIC RECORDS  
OF AFORESAID DUVAL COUNTY; THENCE NORTH 89°26'11" EAST,  
ALONG THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL  
RECORDS VOLUME 3791, PAGE 50, A DISTANCE OF 260.00 FEET  
TO THE POINT OF BEGINNING; THENCE NORTH 00°33'49" WEST A DISTANCE  
OF 24.00 FEET; THENCE NORTH 89°26'11" EAST A DISTANCE OF 62.00 FEET;  
THENCE SOUTH 00°33'49" EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH  
89°26'11" WEST A DISTANCE OF 62.00 FEET, TO THE POINT OF BEGINNING.



Prepared by and  
Record and Return to:

Gary I. Christian, Esq.  
Rumph, Stoddard & Christian  
Suite 101, 3100 University Blvd. So.  
Jacksonville, Florida 32216

Doc# 2001059895  
Book: 9915  
Pages: 1719 - 1724  
Filed & Recorded  
03/15/2001 04:14:21 PM  
JIM FULLER  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 3.50  
DEED DOC STAMP \$ 0.70  
RECORDING \$ 25.00

**AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT**

**THIS AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2001, by and between **T.J.T. INVESTMENTS, INC.**, a Florida corporation, the address for which is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 ("**TJT**") and **PROLUBE OF JACKSONVILLE, INC.**, a Florida corporation, the address for which is 181 Library Road, Jacksonville, Florida 32225 ("**Prolube**").

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into that certain Reciprocal Easements Agreement being dated October 29, 1999, and being recorded on May 3, 2000, in Official Records volume 9613, page 1092 through 1097, of the current public records of Duval County Florida (*the "Original Easement Agreement"*); and

**WHEREAS**, the parties hereto now desire to enter into this Amended and Restated Reciprocal Easements Agreement for the purpose of correcting certain clerical and surveying errors contained in the Original Easement Agreement, and to substitute, replace, and supersede this instrument and the terms hereof for those contained in the Original Easement Agreement for all purposes.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Each and all of the foregoing recitals are true and correct, and are by this reference incorporated herein.
2. TJT is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto and made a part hereof (*the "Prolube Easement Property"*), being shown as "*Parcel B*" on that certain survey prepared by Charles Bassett & Associates as updated on July 25, 2000 (*the "Survey"*).
3. Prolube is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, lying immediately adjacent to, and east of, the TJT Easement Property, being more particularly described in Exhibit "B" attached

16

hereto and made a part hereof (*the "TJT Easement Property"*), being collectively noted as Parcel 1 and Parcel 3 on the said Survey.

4. TJT and Prolube now desire to enter into this Agreement to create and grant to each other, and their respective successors in title and assigns, the mutual, reciprocal and non-exclusive easements hereinabove and hereinafter described over and across the respective Easement Premises, the said easements to run with the title to the land for the mutual benefit of TJT and Prolube, respectively, and their respective successors in title and assigns.
5. TJT hereby gives, grants, dedicates, and conveys unto Prolube, and its successors in title and assigns, a mutual, reciprocal and non-exclusive easement running with the land for vehicular parking, and related access to and from the property owned by Prolube and benefitted by the said Prolube Easement Property, over and across the said Prolube Easement Property and related access, ingress, and egress, for the benefit of Prolube, its successors in title and assigns, as well as its employees, agents, and business invitees, together with the right of Prolube and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.
6. Prolube hereby gives, grants, dedicates, and conveys unto TJT, and its successors in title and assigns, a mutual, reciprocal and non-exclusive easement running with the land for sanitary sewer purposes, including the right to install any equipment reasonably related thereto, and related access to and from the property owned by Prolube and benefitted by the said TJT Easement Property, over and across the said TJT Easement Property, for the benefit of TJT, its successors in title and assigns, and its agents, employees, and business invitees, together with the right of TJT, and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.
7. Each of the parties hereto hereby fully warrants the title to that portion of the Easement Premises herein conveyed by each of them to the other to be good and marketable, and to be free and clear of all encumbrances and liens of every kind or nature.
8. Each of the parties hereto hereby acknowledges and accepts the conveyance, grant, and delivery of the easement herein granted to each such party by the other party. Neither party hereto, nor their respective successors in title or assigns, is granted any right hereby, nor shall any such party take any action hereunder, which is intended to, or which in fact creates or causes a nuisance, interference, or interruption to the exclusive use of the respective Easement Premises for its

\*\*\*\*\*

intended purposes.

9. TJT and Prolube, for themselves, and their respective successors in title and assigns agree to share the costs of maintenance of the said respective Easement Premises in such a manner that TJT shall be responsible for all expenses associated with maintenance and repair of the sewer easement herein granted in favor of TJT, and Prolube shall be responsible for all expenses associated with maintenance and repair of the parking easement herein granted in favor of Prolube.
10. In the event that any litigation should be brought by any party to enforce the terms of this agreement, the prevailing party in such litigation shall be entitled to recover all costs and expenses in such action, including reasonable attorney's fees incurred.
11. The easements herein granted shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors in title and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

*Signed, sealed and delivered  
in the presence of:*

**PROLUBE OF JACKSONVILLE, INC.,**  
a Florida corporation

By: *A L Gordon*  
Print name: A L GORDON

By: *Robert B. Mizelle*  
Robert B. Mizelle, President

By: *Patricia R. Bell*  
Print name: Patricia R. Bell

(CORPORATE SEAL)

**TJT INVESTMENTS, INC.,** a Florida corporation

By: *A L Gordon*  
Print name: A L GORDON

By: *John P. Bush*  
John P. Bush, Vice President

By: *Patricia R. Bell*  
Print name: Patricia R. Bell

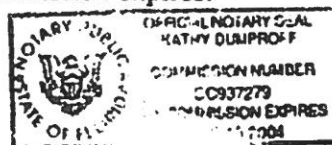
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME this 3-9 day of March, 2001, personally appeared Robert B. Mizelle, President of **PROLUBE OF JACKSONVILLE, INC.**, a Florida corporation, who acknowledged that he executed the foregoing document on behalf of the corporation and for the purposes indicated herein. He [☒] is personally known to me, or [☐] produced \_\_\_\_\_ as identification [check one].

Kathy L. Dumphrey  
Print Name: Kathy L. Dumphrey

Notary Public  
State of Florida at large  
My Commission expires:

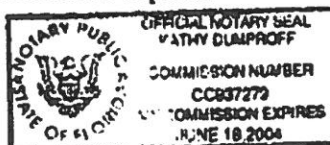


STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME this 3-9 day of March, 2001, personally appeared John P. Bush, the Vice President of **TJT INVESTMENTS, INC.**, a Florida corporation, who acknowledged that he executed the foregoing document on behalf of the corporation and for the purposes indicated herein. He [☒] is personally known to me, or [☐] produced \_\_\_\_\_ as identification [check one].

Kathy L. Dumphrey  
Print Name: Kathy L. Dumphrey

Notary Public  
State of Florida at large  
My Commission expires:



G:\CTJTAMDBRECTP.EEM

**EXHIBIT "A"**  
**Prolube Easement Property**

**Parcel B:**

That certain piece, parcel or tract of land situate, lying in a portion of Section 18, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, and being more particularly described as follows: for a point of reference, commence at the intersection of the northerly right of way line of Atlantic Boulevard (State Road No.10, a 100 foot right of way as now established) with the easterly right of way line of Library Road (a 100 foot right of way as now established); thence North 00 degrees 54' 22" West, along said Easterly right of way line a distance of 296.88 feet, thence North 00 degrees 33' 49" West, continuing along said Easterly right of way line a distance of 292.15 feet to the Southwest corner of those lands as described in Official Records Volume 3791, page 50 of the current public records of aforesaid Duval County; thence North 89 degrees 26' 11" East along the Southerly line of said lands described in Official Records Volume 3791, page 50, a distance of 260.00 feet to the point of beginning; thence North 00 degrees 33' 49" West a distance of 24.00 feet; thence North 89 degrees 26' 11" East a distance of 62.00 feet; thence South 00 degrees 33' 49" East a distance of 24.00 feet; thence South 89 degrees 26' 11" West a distance of 62.00 feet, to the point of beginning.

EXHIBIT "B"  
TJT Easement Property

**Parcel 1:**

That certain piece, parcel or tract of land situate, lying in a portion of Section 18, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, and being more particularly described as follows: for a point of reference, commence at the intersection of the easterly right of way line of Library Road (a 100 foot right of way as now established) with the northerly right of way line of Atlantic Boulevard (State Road No. 10, a 100 foot right of way as now established); thence North 83°17'50" East, along said northerly right of way line of Atlantic Boulevard, a distance of 451.75 feet; thence North 00°33'49" West, a distance of 564.72 feet to the southeast corner of those certain lands as described in Official Records Volume 3791, page 50 of the current public records of said county; thence North 00°33'49" West, along the easterly line of said last mentioned lands, a distance of 62.00 feet to the point of beginning; thence North 00°33'49" West, continuing along said easterly line, a distance of 12.00 feet; thence South 77°01'49" West, a distance of 12.29 feet; thence South 00°33'49" East, a distance of 9.36 feet; thence North 89°26'11" East, a distance of 12.00 feet to the point of beginning.

**Parcel 3:**

That certain piece, parcel or tract of land situate, lying in a portion of Section 18, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, and being more particularly described as follows: for a point of reference, commence at the intersection of the easterly right of way line of Library Road (a 100 foot right of way as now established) with the northerly right of way line of Atlantic Boulevard (State Road No. 10, a 100 foot right of way as now established); thence North 83°17'50" East, along said northerly right of way line of Atlantic Boulevard, a distance of 451.75 feet; thence North 00°33'49" West, a distance of 564.72 feet to the southeast corner of those certain lands as described in Official Records Volume 3791, page 50 of the current public records of said county; thence North 00°33'49" West, along the easterly line of said last mentioned lands, a distance of 59.72 feet to the point of beginning; thence North 00°33'49" West, continuing along said easterly line, a distance of 2.28 feet; thence South 89°26'11" West a distance of 12.00 feet; thence South 20°56'01" West, a distance of 66.64 feet to a point situate in the southerly line of the aforesaid lands as described in Official Records Volume 3791, page 50 of the current public records of said county; thence North 89°26'11" East, along said southerly line a distance of 12.90 feet; thence North 20°56'01" East a distance of 64.19 feet to the point of beginning.

Prepared by and after  
recording return to:

James L. Purcell, Jr.  
Stoneburner Berry Purcell & Campbell, P.A.  
200 West Forsyth Street, Suite 1810  
Jacksonville, FL 32202

### NEGATIVE PLEDGE AGREEMENT

THIS AGREEMENT is made as of May 29, 2015, by Tom Bush Volkswagen, Inc., a Florida corporation (the "Borrower"), and TJT Investments, Inc., a Florida corporation ("TJT") in favor of Whitney Bank, a Mississippi state-chartered bank, doing business as Hancock Bank (the "Bank").

#### Recitals

A. The Borrower has executed a Promissory Note (together with all renewals, extensions and modifications thereof, the "Note") of even date herewith in favor of the Bank in the original principal amount of \$7,000,000.00.

B. The Borrower and/or TJT owns that certain real property more particularly described on Exhibit A attached hereto. Such property, together with all improvements now or hereafter located thereon, is referred to herein as the "Property."

NOW, THEREFORE, for good and valuable consideration, the Borrower and TJT each agrees as follows:

1. Neither the Borrower nor TJT shall, without the Bank's prior written consent: (a) sell or otherwise transfer any interest in the Property; or (b) pledge, mortgage or otherwise encumber any interest in the Property (other than encumbrances and security interests in favor of the Bank). The Bank shall be entitled, at its option, to void and rescind any sale, transfer, pledge, mortgage or encumbrance made in violation of this Agreement.

2. This Agreement shall continue in effect until: (a) the Note has been paid in full and cancelled by the Bank; and (b) the Borrower is not entitled to obtain any further advances thereunder or otherwise. This Agreement shall be deemed effective as to all third parties until the Bank has: (a) executed an affidavit under penalties of perjury indicating that the foregoing conditions have been satisfied; and (b) recorded such affidavit in the public records of the county where the Property is located.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



EXECUTED on the day and year first above written.

Witnesses:

[Signature]  
Print Name: Ans Adhithan

[Signature]  
Print Name: MEGAND BUSH

[Signature]  
Print Name: Ans Adhithan

[Signature]  
Print Name: MEGAND BUSH

TOM BUSH VOLKSWAGEN, INC.,  
a Florida corporation

By: [Signature]  
John P. Bush  
President

(SEAL)

TJT INVESTMENTS, INC.,  
a Florida corporation

By: [Signature]  
John P. Bush  
President

(SEAL)

STATE OF Georgia  
COUNTY OF Alameda

The foregoing instrument was executed, acknowledged and delivered before me this 20<sup>th</sup> day of May, 2015, by John P. Bush, the President of Tom Bush Volkswagen, Inc., LLC, on behalf of the company. He or she is personally known to me or has produced license as identification.

[Signature]  
Notary Public, State and County

Aforesaid

Print Name: [Signature]

My commission expires:

(NOTARIAL SEAL)

STATE OF Alaska

COUNTY OF Chitina

The foregoing instrument was executed, acknowledged and delivered before me this 25th day of May, 2015, by John P. Bush, the President of TJT Investments, Inc., on behalf of the company. He or she is personally known to me or has produced driver's license as identification.

[Signature]  
Notary Public, State and County

Aforesaid

Print Name: Deborah L. Bush

My commission expires: 1-1-2020

(NOTARIAL SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Sections 18 and 19, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Beginning at the corner common to Sections 18 and 19, aforementioned, and also common to Sections 13 and 24, Township 2 South, Range 27 East; run thence South 00 degrees 54 minutes 22 seconds East along the Westerly line of said Section 19, a distance of 301.90 feet, more or less, to the Intersection with the Northerly right-of-way line of Atlantic Boulevard, State Road No. 10 (as now established); thence North 83 degrees 17 minutes 50 seconds East along the Northerly right-of-way of Atlantic Boulevard, a distance of 500.00 feet; thence North 00 degrees 33 minutes 49 seconds West, a distance of 846.78 feet; thence South 89 degrees 26 minutes 11 seconds West, a distance of 498.93 feet more or less, to the intersection with the Westerly line of Section 18, aforementioned; thence South 00 degrees 33 minutes 49 seconds East along the Westerly line of Section 18, a distance of 598.36 feet to the point of beginning.

Excepting therefrom that part described in Official Record Book 3791, page 50, and Official Records Book 4181, page 346, of the public records of Duval County, Florida.

**Land Title Inquiries, Inc.**

8349 Lorraine Dr.  
Strongsville, OH 44149

Phone (440) 846-LAND

Fax (440) 846-3845

Order No. 15-074

Subject Property Address: 9875 Atlantic Ave., Jacksonville, FL.

Current Owner of Record: T.J.T. Investments, Inc.

30 year Encumbrances/Env Lien/AUL Report prepared exclusively for:

**Aerostar SES, LLC**

Project No. M3001.0086.07

Effective Date: April 7, 2015

## Land Title Inquiries

Order No. 15-074

- 1) Mortgage and Security Agreement recorded 12/21/1998 in OR Book 9167 Page 2255. (Now Released/Satisfied but shown herein for informational purposes)  
Note – This Mortgage sets out Environmental Conditions of Property that includes reference to five (5) environmental reports. See copy.
- 2) Quit Claim Deed to Regency Utilities, Inc., recorded 9/9/1999 in OR Book 9409 Page 1870  
Note – Regarding equipment & rights of the water supply system
- 3) Reciprocal Easements Agreement recorded 5/3/2000 in OR Book 9613 Page 1092.
- 4) Amended and Restated Reciprocal Easements Agreement recorded 3/15/2001 in OR Book 9915 Page 1719.
- 5) Tax Information - Tax Parcel No. 162883-0020  
Building Value - \$835,672.000  
Land Value - \$1,412,387.00  
Extra Feature Value - \$165,180.00  
Assessed Value - \$2,413,239.00  
2014 Taxes – **Paid** in the amount of \$48,842.84 (Paid on 11/21/2014)

## Land Title Inquiries

Order No. 15-074

### ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Duval County Recorders Records for "Environmental Liens" only on the subject property as identified as 9875 Atlantic Blvd., Jacksonville, FL. Tax Parcel No. 162883-0020 and find the following:

None found

We have done a search of Duval County Recorders Records for Activity & Use Limitations "AUL's" only on the subject property as identified as 9875 Atlantic Blvd., Jacksonville, FL. Tax Parcel No. 162883-0020 and find the following:

None found

This instrument was prepared  
by and should be returned to:

Cleatous J. Simmons, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.  
Post Office Box 2809  
Orlando, Florida 32802-2809

Bk: 9167  
Pg: 2250 - 2254  
Doc# 98309525  
Filed & Recorded  
12/21/98  
03:39:17 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 24.00  
DEED \$ 19,950.00

Book 9167 Pg 2250

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 26<sup>th</sup> day of November, 1998, by **STONEVILLE CORPORATION N.V.**, a Netherlands Antilles corporation, whose address is c/o Orion Investment and Management Ltd. Corp., 9000 S.W. 152nd Street, Suite 106, Miami, Florida 33157 ("Grantor"), to **T.J.T. INVESTMENTS, INC.**, a Florida corporation, whose address is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 ("Grantee");

### WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Duval County, Florida more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

(hereinafter referred to as the "Subject Property");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

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

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

GRANTEE'S ID. No.: 59-2937519  
TAX PARCEL ID. NO. 162883-0020-7



THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 1998 and thereafter, and easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]

Name: Susanne Coda

[Signature]

Name: Susanne Schild

STONEVILLE CORPORATION N.V.,  
a Netherlands Antilles corporation

By: [Signature]

Name: Pierre KURZ

/Managing  
Title: Director  
c/o Orion Investment and Management Ltd., Corp.  
9000 S.W. 152nd Street  
Suite 106  
Miami, FL 33157



STATE OF GENEVA  
COUNTY OF SWITZERLAND

The foregoing instrument was acknowledged before me this 26 day of November, 1998 by Mr. Pierre KURZ, as \*Director of STONEVILLE CORPORATION N.V., a Netherlands Antilles corporation, on behalf of the corporation. He (She) is personally known to me or has produced passport as identification.

\*Managing

(NOTARY SEAL)

jv/

[Signature]  
Notary Public Signature

Me Denis KELLER

Typed or Printed Notary Name

Notary Public State of GENEVA/SWITZERLAND

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

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



NOTAIRES  
Succ. de Men Dussut, Lombard et Poncet  
4, cours de Rive - 1204 GENÈVE

Signed, sealed and delivered  
in the presence of:

[Signature]

Name: Susanne Cada

[Signature]

Name: Susanne Schild

STONEVILLE CORPORATION N.V.,  
a Netherlands Antilles corporation

By: [Signature]

Name: Dominique BOURGER

Title: Managing Director

c/o Orion Investment and Management Ltd., Corp.  
9000 S.W. 152nd Street  
Suite 106  
Miami, FL 33157

STATE OF GENEVA  
COUNTY OF SWITZERLAND



The foregoing instrument was acknowledged before me this 26 day of November,  
1998 by Mrs. Dominique BOURGER as Director of STONEVILLE CORPORATION N.V., a  
Netherlands Antilles corporation, on behalf of the corporation. He (She) is personally known to me  
or has produced national identity card as identification.

\*Managing

(NOTARY SEAL)

1v/

Notary Public Signature

Mr. Denis KELLER

Typed or Printed Notary Name

Notary Public State of GENEVA/SWITZERLAND

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

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



Etude de Maitres  
KELLER & GLASER  
NOTAIRES

Succ. de Mes Dacor, Humbert et Poncet  
4, cours de Rive - 1204 GENÈVE

Signed, sealed and delivered  
in the presence of:

F. Tyler

Name: Shmuel Elgar

Kathy Keller

Name: Kathy Keller

STONEVILLE CORPORATION N.V.,  
a Netherlands Antilles corporation

By: [Signature]

Name: J. LEITENSTORF

Managing  
Title: Director  
c/o Orion Investment and Management Ltd., Corp.  
9000 S.W. 152nd Street, Suite 106  
Miami, FL 33157

STATE OF NY  
COUNTY OF Alb

The foregoing instrument was acknowledged before me this 1 day of Dec.,  
1998 by Jonathan Leitensdorf, as Director of STONEVILLE CORPORATION N.V., a  
Netherlands Antilles corporation, on behalf of the corporation. He (She) is personally known to me  
or has produced a license as identification.

\*Managing

(NOTARY SEAL)

KERRY GOTLIB  
Notary Public, State of New York  
No. 31-4743476  
Qualified in New York County  
Commission Expires 5/31/99

[Signature]  
Notary Public Signature

Typed or Printed Notary Name  
Notary Public State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, State of Florida, to Wit.

A portion of Sections 18 and 19, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

beginning at the corner common to Sections 18 and 19, aforementioned, and also common to Sections 13 and 24, Township 2 South, Range 27 East; run thence South 00 degrees 54 minutes 22 seconds East along the Westerly line of said Section 19, a distance of 301.90 feet, more or less, to the intersection with the Northerly right-of-way line of Atlantic Boulevard, State Road No. 10 (as now established); thence North 83 degrees 17 minutes 50 seconds East along the Northerly right-of-way of Atlantic Boulevard, a distance of 500.00 feet; thence North 00 degrees 33 minutes 49 seconds West, a distance of 846.78 feet; thence South 89 degrees 26 minutes 11 seconds West, a distance of 498.93 feet more or less, to the intersection with the Westerly line of Section 18, aforementioned; thence South 00 degrees 33 minutes 49 seconds East along the Westerly line of Section 18, a distance of 598.36 feet to the point of beginning.

Excepting therefrom that part described in Official Record Book 3791, page 50, and Official Records Book 4181, page 346, of the public records of Duval County, Florida.

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
JOHN M. WELCH, JR., Attorney  
Foley & Lardner  
200 Laura Street  
P.O. Box 240  
Jacksonville, FL 32201-0240

Bk: 9167  
Pg: 2255 - 2278  
Doc# 98309526  
Filed & Recorded  
12/21/98  
03:39:17 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 109.50  
OTHER/MTG/NOTE \$ 16,061.50  
INTANGIBLE TAX \$9,178.00

### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE executed this 15th day of December, 1998, by and between FIRST UNION NATIONAL BANK, a national banking association, whose address is 225 Water Street, P.O. Box 2080, Mail Code FL0016, Jacksonville, Florida 32202 (hereinafter referred to as the "Mortgagee"), and T.J.T. INVESTMENTS, INC., whose address for notice under this Mortgage is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 (hereinafter referred to as the "Mortgagor").

#### WITNESSETH:

That for good and valuable considerations and to secure the payment of an indebtedness in the aggregate sum of FOUR MILLION FIVE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$4,589,000.00), or so much thereof as may be advanced, to be paid in accordance with (a) a \$2,680,000 Promissory Note of even date herewith and (b) a \$1,909,000 Promissory Note of even date herewith (as amended, modified or extended, hereinafter collectively referred to as the "Note") (each note has a maturity date of January 2, 2014) together with interest thereon and any and all sums due or which may become due from the Mortgagor to the Mortgagee, including liabilities under any present or future swap agreements between the Mortgagor and the Mortgagee as defined in the 11 U.S.C. § 101(55), the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee its successors and assigns, in fee simple, all of those certain tracts of land of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Duval, State of Florida, which are more fully described in Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises");

TOGETHER with the following property now or hereafter owned by Mortgagor:

- (i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- (ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

24

**ARTICLE 3  
ENVIRONMENTAL CONDITION OF PREMISES**

**3.1 Environmental Condition of Property.**

The warranties and representations of Mortgagor as hereinafter set forth are given to the best of the Mortgagor's knowledge and belief, in reliance upon the following described environmental reports (herein referred to as the "Environmental Reports"):

- (a) That certain Contamination Assessment Report with respect to the Property being dated June 23, 1997 and prepared by Dames & Moore; and
- (b) That certain Remedial Alternatives Report with respect to the property being dated March, 1998 and prepared by Donald Lewis, P.E.; and
- (c) That certain Phase II Environmental Site Assessment with respect to the Property being dated June 12, 1998 and prepared by Coastal Science Associates, Inc.; and
- (d) That certain Environmental Site Assessment with respect to the Property being dated February 2, 1996 and prepared by Dames & Moore; and
- (e) That certain Contamination Assessment Report with respect to the Property being dated April 16, 1997 and prepared by Dames & Moore;

Mortgagor, in reliance upon the said Environmental Reports, and to the best of Mortgagor's knowledge and belief, hereby warrants and represents to Mortgagee, as follows:

(a) except as set forth in the Environmental Reports, the premises are now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613; and

(b) (i) as of the date hereof except as set forth in the Environmental Reports, there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Premises or used in connection therewith other than reasonable amounts of petroleum products, solvents, paints, cleaning materials and similar materials used by Mortgagor in the ordinary course of its business in strict conformity with applicable laws and regulations; (ii) Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect to such substances, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other

Quit-Claim Deed

TJT Investments, Inc.

Tom Rush Autoplex

Bk: 9409  
Pg: 1870 - 1873  
Doc# 99226542  
Filed & Recorded  
09/09/99  
02:59:03 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 19.50  
DEED .70

DUE TO INSUFFICIENT AREA BEING PROVIDED, THIS PAPER IS ACTING AS A LEAD PAGE TO THE ACTUAL DOCUMENT BEING RECORDED IN ORDER TO PROVIDE PUBLIC RECORDS INFORMATION. PLEASE DO NOT DETACH THIS PAPER ONCE THE DOCUMENT HAS BEEN RECORDED.

IN:

RET: Regency Utilities, Inc.  
P.O. Box 52506  
Jacksonville, Fl. 32201-2506

4



## Quit-Claim Deed

Book 9409 Pg 1871

Made this 29<sup>th</sup> day of July, 1999, between TJT INVESTMENTS, INC., a Florida corporation, having an address of 9850 Atlantic Boulevard, Jacksonville, Florida 32225, party of the first part, and REGENCY UTILITIES, INC., a Florida corporation, having its principal place of business at 200 North Laura Street, 10<sup>th</sup> Floor, Jacksonville, Florida 32202, party of the second part.

and NO/100 (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these present does remise, release, and quit-claim unto the said party of the second part, and its heirs, successors, and assigns forever, the following described property, situate lying and being in the county of Duval, State of Florida, to-wit:


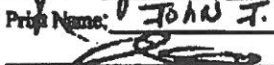
All lines, pipes, valves, fittings, and other physical facilities, and all of the grantor's interest rights and privileges that pertain to the operation of or ownership of the water supply system installed over, under, or upon, or to serve Tom Bush Regency Motors for Tom Bush Autoplex at 9875 Atlantic Boulevard, Jacksonville, Florida 32225, as per the legal description attached.


TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its proper officers thereunto duly authorized, on the day and year first above written.

WITNESS:

TJT Investments, Inc.,  
a Florida corporation

  
Print Name: JOHN T. WALSH  
  
Print Name: Lisa E Feag

By:   
Print Name: John P. Bush  
Vice President

Prepared by Regency Utilities, Inc.  
P.O. Box 52506  
Jacksonville, FL 32201-5506

STATE OF Florida )

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 1999, by John P. Bush, as Vice Pres. Dept of TJI Investments, Inc., a Florida corporation, on behalf of the corporation. He/She is ☒ personally known to me, or ☐ has produced \_\_\_\_\_ as identification [check one].

Steve Deft

Notary Public, State of

Print Name: Steve Deft

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

My commission expires:



EXHIBIT "A"

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, State of Florida, to Wit.

A portion of Sections 18 and 19, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Beginning at the corner common to Sections 18 and 19, aforementioned, and also common to Sections 13 and 24, Township 2 South, Range 27 East; run thence South 00 degrees 54 minutes 22 seconds East along the Westerly line of said Section 19, a distance of 301.90 feet, more or less, to the intersection with the Northerly right-of-way line of Atlantic Boulevard, State Road No. 10 (as now established); thence North 83 degrees 17 minutes 50 seconds East along the Northerly right-of-way of Atlantic Boulevard, a distance of 500.00 feet; thence North 00 degrees 33 minutes 49 seconds West, a distance of 846.78 feet; thence South 89 degrees 26 minutes 11 seconds West, a distance of 498.93 feet more or less, to the intersection with the Westerly line of Section 18, aforementioned; thence South 00 degrees 33 minutes 49 seconds East along the Westerly line of Section 18, a distance of 598.36 feet to the point of beginning.

Excepting therefrom that part described in Official Record Book 3791, page 50, and Official Records Book 4181, page 346, of the public records of Duval County, Florida.

Prepared by and  
Record and Return to:

Gary I. Christian, Esq.  
Rumph, Stoddard & Christian  
Suite 101, 3100 University Blvd. So.  
Jacksonville, Florida 32216

Doc# 2000098152  
Book: 9613  
Pages: 1092 - 1097  
Filed & Recorded  
05/03/00 10:37:54 AM  
HENRY H COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 3.50  
RECORDING \$ 25.00

### RECIPROCAL EASEMENTS AGREEMENT

THIS RECIPROCAL EASEMENTS AGREEMENT, made and entered into this 29<sup>th</sup> day of October of September, 1999, by and between T.J.T. INVESTMENTS, INC., a Florida corporation, the address for which is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 ("TJT") and PROLUBE OF JACKSONVILLE, INC., a Florida corporation, the address for which is 181 Library Road, Jacksonville, Florida 32225 ("Prolube"). Ret

#### WITNESSETH:

WHEREAS, TJT is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "TJT Easement Property"), the said TJT Easement Property being noted as the "TJT Easement Property" on that certain survey prepared by Charles Bassett & Associates dated December 11, 1998, being attached hereto as Exhibit "B" and made a part hereof (the "Survey"); revised October 21, 1999

WHEREAS, Prolube is now desirous of obtaining from TJT a nonexclusive and perpetual easement for parking of vehicles, and related access to and from the property owned by Prolube and benefitted by the said TJT Easement Property, over and across the said TJT Easement Property; and

WHEREAS, Prolube is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, lying either immediately adjacent to or very near, and east of, the TJT Easement Property, being more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Prolube Easement Property"), the said Prolube Easement Property being noted as such on the attached Survey; and

WHEREAS, TJT is now desirous of obtaining from Prolube a nonexclusive and perpetual easement for sanitary sewer drainage purposes, and related access to and from the property owned by TJT and benefitted by the said Prolube Easement Property (the said Prolube Easement Property and the TJT Easement Property are hereinafter collectively referred to as the "Easement Premises"); and

WHEREAS, TJT and Prolube now desire to enter into this Agreement to create and grant to each other, and their respective heirs, successors in title, and assigns, the mutual, reciprocal and exclusive easements hereinabove and hereinafter described over and across the respective Easement Premises, the said easements to run with the title to the land for the mutual benefit of TJT and Prolube, respectively, and their respective heirs, successors in title, and assigns;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Each and all of the foregoing recitals are true and correct, and are by this reference incorporated herein.

2. TJT hereby gives, grants, dedicates, and conveys unto Prolube, and its successors in title and assigns, a mutual, reciprocal and exclusive easement running with the land for vehicular parking, and related access to and from the property owned by Prolube and benefitted by the said TJT Easement Property, over and across the said TJT Easement Property and related access, ingress, and egress, for the benefit of Prolube, its successors in title and assigns, as well as its employees, agents, and business invitees, together with the right of Prolube and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

3. Prolube hereby gives, grants, dedicates, and conveys unto TJT, and her heirs, successors, grantees in title, and assigns, a mutual, reciprocal and exclusive easement running with the land for sanitary sewer purposes, including the right to install any equipment reasonably related thereto, and related access to and from the property owned by Prolube and benefitted by the said Prolube Easement Property, over and across the said Prolube Easement Property, for the benefit of TJT, its successors in title and assigns, and its agents employees and business invitees, together with the right of TJT, and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.

4. Each of the parties hereto hereby fully warrants the title to that portion of the Easement Premises herein conveyed by each of them to the other to be good and marketable, and to be free and clear of all encumbrances and liens of every kind or nature.

5. Each of the parties hereto hereby acknowledges and accepts the conveyance, grant, and delivery of the easement herein granted to each such party by the other party. Neither party hereto, nor their respective successors in title or assigns, is granted any right hereby, nor shall any such party take any action hereunder, which is intended to, or which in fact creates or causes a nuisance, interference, or interruption to the exclusive use of the respective Easement Premises for its intended purposes.

6. In further consideration for the granting of the easement in favor of TJT over and across the Prolube Easement Property, TJT agrees to undertake to complete, at its sole cost and expense, each and all of the following:

- a. Relocate the fence presently east of the ditch (part of which must be moved to bury the new sewer line) south to the property line - to free the area east of the ditch and between the property line and the asphalt road for Prolube's use for parking or other purposes.
- b. After completion of installation of the sewer line through the area mentioned in 1 above, compact and place gravel in the area between the property line and the road suitable for parking trucks.
- c. In the area west of the ditch referred to in the first paragraph above, bury

the water line from the pump to the ditch (or relocate the water line along the fence out of the way of parked vehicles), and to level, compact and place gravel in this area suitable for parking trucks.

The foregoing construction shall be completed within one hundred eighty (180) days from the date hereof.


7. TJT and Prolube, for themselves, and their respective heirs, successors in title, and assigns agree to share the costs of maintenance of the said respective Easement Premises in such a manner that TJT shall be responsible for all expenses associated with maintenance and repair of the sewer easement granted herein in favor of TJT, and Prolube shall be responsible for all expenses associated with maintenance and repair of the parking easement granted herein in favor of Prolube.

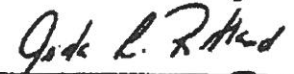
8. In the event that any litigation should be brought by any party to enforce the terms of this agreement, the prevailing party in such litigation shall be entitled to recover all costs and expenses in such action, including reasonable attorney's fees incurred.

9. The easements herein granted shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors in title and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
(Name: Lisa Feagin)

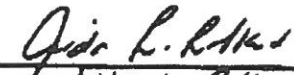
  
(Name: Aidan L. Rolland)  
As to TJT

TJT INVESTMENTS, INC.

By:   
Its President  
Vice President

PROLUBE OF JACKSONVILLE, INC.

  
(Name: Lisa Feagin)

  
(Name: Aidan L. Rolland)  
As to Prolube

By:   
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

*John P Bush Vice President*

*October* The foregoing Access Easement Agreement was acknowledged before me on this        day of ~~September~~, 1999, by ~~TOM M. BUSH, JR.~~, the President of TST INVESTMENTS, INC., a Florida corporation, for and on behalf of the said corporation, who is personally known to me, who produced his Florida driver's license as identification, and who did take an oath.

*Sherril Diett*

(Name: \_\_\_\_\_)  
Notary Public, State of Florida at Large



STATE OF FLORIDA

COUNTY OF DUVAL

*October* The foregoing Access Easement Agreement was acknowledged before me on this        day of ~~September~~, 1999, by ROBERT B. MIZELLE, the President of PROLINE OF JACKSONVILLE, INC., a Florida corporation, for and on behalf of the said corporation, who is personally known to me, who produced his Florida driver's license as identification, and who did take an oath.

*Sherril Diett*

(Name: \_\_\_\_\_)  
Notary Public, State of Florida at Large



000278WELAM



Exhibit "A"  
TJT Easement Property

PARCEL A

FOR A POINT OF REFERENCE:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY  
RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (STATE ROAD NO. 10,  
A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE  
EASTERLY RIGHT OF WAY LINE OF LIBRARY ROAD (A 100 FOOT RIGHT  
OF WAY AS NOW ESTABLISHED); THENCE NORTH 83°17'50" EAST,  
ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 451.75  
FEET; THENCE NORTH 00°33'49" WEST, A DISTANCE OF 564.72 FEET TO  
THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICAL  
RECORDS VOLUME 3791, PAGE 50 OF THE CURRENT PUBLIC RECORDS  
OF AFORESAID DUVAL COUNTY; THENCE NORTH 00°33'49" WEST, ALONG  
THE EASTERLY LINE OF AFORESAID LAND A DISTANCE OF 50.65 FEET TO  
THE POINT OF BEGINNING; THENCE NORTH 00°33'49" WEST, CONTINUING  
ALONG SAID EASTERLY LINE, A DISTANCE OF 15.00 FEET; THENCE  
SOUTH 89°26'11" WEST A DISTANCE OF 16.16 FEET; THENCE  
SOUTH 00°33'49" EAST A DISTANCE OF 15.00 FEET; THENCE  
SOUTH 21°14'06" WEST A DISTANCE OF 81.51 FEET; THENCE  
SOUTH 68°45'54" EAST A DISTANCE OF 15.00 FEET; THENCE  
NORTH 21°14'06" EAST A DISTANCE OF 87.51 FEET TO THE  
POINT OF BEGINNING.

PARCEL B

FOR A POINT OF REFERENCE:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY  
RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (STATE ROAD NO. 10,  
A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE  
EASTERLY RIGHT OF WAY LINE OF LIBRARY ROAD (A 100 FOOT RIGHT  
OF WAY AS NOW ESTABLISHED); THENCE NORTH  $00^{\circ}54'22''$  WEST,  
ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 296.88  
FEET; THENCE NORTH  $00^{\circ}33'49''$  WEST, CONTINUING ALONG SAID  
EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 292.15 FEET TO  
THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL  
RECORDS VOLUME 3791, PAGE 50 OF THE CURRENT PUBLIC RECORDS  
OF AFORESAID DUVAL COUNTY; THENCE NORTH  $89^{\circ}26'11''$  EAST,  
ALONG THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL  
RECORDS VOLUME 3791, PAGE 50, A DISTANCE OF 260.00 FEET  
TO THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ}33'49''$  WEST A DISTANCE  
OF 24.00 FEET; THENCE NORTH  $89^{\circ}26'11''$  EAST A DISTANCE OF 62.00 FEET;  
THENCE SOUTH  $00^{\circ}33'49''$  EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH  
 $89^{\circ}26'11''$  WEST A DISTANCE OF 62.00 FEET, TO THE POINT OF BEGINNING.

Prepared by and  
Record and Return to:

Gary J. Christian, Esq.  
Rumph, Stoddard & Christian  
Suite 101, 3100 University Blvd. So.  
Jacksonville, Florida 32216

Doc# 2001059895  
Book: 9915  
Page: 1719 - 1724  
Filed & Recorded  
03/15/2001 04:14:21 PM  
JIN FULLER  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND 0 3.50  
DEED DOC STAMP 0 0.70  
RECORDING 0 25.00

**AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT**

**THIS AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT**, made and entered into this 4<sup>th</sup> day of March, 2001, by and between T.J.T. INVESTMENTS, INC., a Florida corporation, the address for which is 9850 Atlantic Boulevard, Jacksonville, Florida 32225 ("TJT") and PROLUBE OF JACKSONVILLE, INC., a Florida corporation, the address for which is 181 Library Road, Jacksonville, Florida 32225 ("Prolube").

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into that certain Reciprocal Easements Agreement being dated October 29, 1999, and being recorded on May 3, 2000, in Official Records volume 9613, page 1092 through 1097, of the current public records of Duval County Florida (*the "Original Easement Agreement"*); and

**WHEREAS**, the parties hereto now desire to enter into this Amended and Restated Reciprocal Easements Agreement for the purpose of correcting certain clerical and surveying errors contained in the Original Easement Agreement, and to substitute, replace, and supersede this instrument and the terms hereof for those contained in the Original Easement Agreement for all purposes.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Each and all of the foregoing recitals are true and correct, and are by this reference incorporated herein.
2. TJT is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto and made a part hereof (*the "Prolube Easement Property"*), being shown as "Parcel B" on that certain survey prepared by Charles Bassett & Associates as updated on July 25, 2000 (*the "Survey"*).
3. Prolube is the owner and holder of fee simple title to certain lands lying and being in Duval County, Florida, lying immediately adjacent to, and east of, the TJT Easement Property, being more particularly described in Exhibit "B" attached

16

hereto and made a part hereof (*the "TJT Easement Property"*), being collectively noted as Parcel 1 and Parcel 3 on the said Survey.

4. TJT and Prolube now desire to enter into this Agreement to create and grant to each other, and their respective successors in title and assigns, the mutual, reciprocal and non-exclusive easements hereinabove and hereinafter described over and across the respective Easement Premises, the said easements to run with the title to the land for the mutual benefit of TJT and Prolube, respectively, and their respective successors in title and assigns.
5. TJT hereby gives, grants, dedicates, and conveys unto Prolube, and its successors in title and assigns, a mutual, reciprocal and non-exclusive easement running with the land for vehicular parking, and related access to and from the property owned by Prolube and benefitted by the said Prolube Easement Property, over and across the said Prolube Easement Property and related access, ingress, and egress, for the benefit of Prolube, its successors in title and assigns, as well as its employees, agents, and business invitees, together with the right of Prolube and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.
6. Prolube hereby gives, grants, dedicates, and conveys unto TJT, and its successors in title and assigns, a mutual, reciprocal and non-exclusive easement running with the land for sanitary sewer purposes, including the right to install any equipment reasonably related thereto, and related access to and from the property owned by Prolube and benefitted by the said TJT Easement Property, over and across the said TJT Easement Property, for the benefit of TJT, its successors in title and assigns, and its agents, employees, and business invitees, together with the right of TJT, and its successors in title and assigns, for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted.
7. Each of the parties hereto hereby fully warrants the title to that portion of the Easement Premises herein conveyed by each of them to the other to be good and marketable, and to be free and clear of all encumbrances and liens of every kind or nature.
8. Each of the parties hereto hereby acknowledges and accepts the conveyance, grant, and delivery of the easement herein granted to each such party by the other party. Neither party hereto, nor their respective successors in title or assigns, is granted any right hereby, nor shall any such party take any action hereunder, which is intended to, or which in fact creates or causes a nuisance, interference, or interruption to the exclusive use of the respective Easement Premises for its

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AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT

PAGE 2

intended purposes.

9. TJT and Prolube, for themselves, and their respective successors in title and assigns agree to share the costs of maintenance of the said respective Easement Premises in such a manner that TJT shall be responsible for all expenses associated with maintenance and repair of the sewer easement herein granted in favor of TJT, and Prolube shall be responsible for all expenses associated with maintenance and repair of the parking easement herein granted in favor of Prolube.
10. In the event that any litigation should be brought by any party to enforce the terms of this agreement, the prevailing party in such litigation shall be entitled to recover all costs and expenses in such action, including reasonable attorney's fees incurred.
11. The easements herein granted shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors in title and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

*Signed, sealed and delivered  
in the presence of:*

**PROLUBE OF JACKSONVILLE, INC.,**  
a Florida corporation

By: *A L Gordon*  
Print name: A L GORDON

By: *Robert B Mizelle*  
Robert B. Mizelle, President

By: *Patricia R. Bell*  
Print name: Patricia R. Bell

(CORPORATE SEAL.)

**TJT INVESTMENTS, INC.,** a Florida  
corporation

By: *A L Gordon*  
Print name: A L GORDON

By: *John P. Bush*  
John P. Bush, Vice President

By: *Patricia R. Bell*  
Print name: Patricia R. Bell

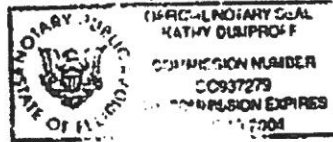
(CORPORATE SEAL.)

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME this 3-9 day of March, 2001, personally appeared Robert B. Mizelle, President of **PROLUBE OF JACKSONVILLE, INC.**, a Florida corporation, who acknowledged that he executed the foregoing document on behalf of the corporation and for the purposes indicated herein. He [☒] is personally known to me, or [☐] produced \_\_\_\_\_ as identification [check one].

Kathy L. Dumphrey  
Print Name: Kathy L. Dumphrey

Notary Public  
State of Florida at large  
My Commission expires:

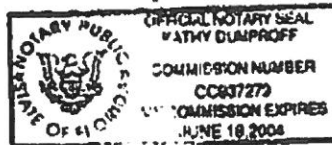


STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME this 3-9 day of March, 2001, personally appeared John P. Bush, the Vice President of **TJT INVESTMENTS, INC.**, a Florida corporation, who acknowledged that he executed the foregoing document on behalf of the corporation and for the purposes indicated herein. He [☒] is personally known to me, or [☐] produced \_\_\_\_\_ as identification [check one].

Kathy L. Dumphrey  
Print Name: Kathy L. Dumphrey

Notary Public  
State of Florida at large  
My Commission expires:



GICVTJAMDBRECTP.ERN

**EXHIBIT "A"**  
**Prolube Easement Property**

**Parcel B:**

That certain piece, parcel or tract of land situate, lying in a portion of Section 18, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, and being more particularly described as follows: for a point of reference, commence at the intersection of the northerly right of way line of Atlantic Boulevard (State Road No. 10, a 100 foot right of way as now established) with the easterly right of way line of Library Road (a 100 foot right of way as now established); thence North 00 degrees 54' 22" West, along said Easterly right of way line a distance of 296.88 feet, thence North 00 degrees 33' 49" West, continuing along said Easterly right of way line a distance of 292.15 feet to the Southwest corner of those lands as described in Official Records Volume 3791, page 50 of the current public records of aforesaid Duval County; thence North 89 degrees 26' 11" East along the Southerly line of said lands described in Official Records Volume 3791, page 50, a distance of 260.00 feet to the point of beginning; thence North 00 degrees 33' 49" West a distance of 24.00 feet; thence North 89 degrees 26' 11" East a distance of 62.00 feet; thence South 00 degrees 33' 49" East a distance of 24.00 feet; thence South 89 degrees 26' 11" West a distance of 62.00 feet, to the point of beginning.



EXHIBIT "B"  
TJT Easement Property

**Parcel 1:**

That certain piece, parcel or tract of land situate, lying in a portion of Section 18, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, and being more particularly described as follows: for a point of reference, commence at the intersection of the easterly right of way line of Library Road (a 100 foot right of way as now established) with the northerly right of way line of Atlantic Boulevard (State Road No. 10, a 100 foot right of way as now established); thence North 83°17'50" East, along said northerly right of way line of Atlantic Boulevard, a distance of 451.75 feet; thence North 00°33'49" West, a distance of 564.72 feet to the southeast corner of those certain lands as described in Official Records Volume 3791, page 50 of the current public records of said county; thence North 00°33'49" West, along the easterly line of said last mentioned lands, a distance of 62.00 feet to the point of beginning; thence North 00°33'49" West, continuing along said easterly line, a distance of 12.00 feet; thence South 77°01'49" West, a distance of 12.29 feet; thence South 00°33'49" East, a distance of 9.36 feet; thence North 89°26'11" East, a distance of 12.00 feet to the point of beginning.

**Parcel 3:**

That certain piece, parcel or tract of land situate, lying in a portion of Section 18, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, and being more particularly described as follows: for a point of reference, commence at the intersection of the easterly right of way line of Library Road (a 100 foot right of way as now established) with the northerly right of way line of Atlantic Boulevard (State Road No. 10, a 100 foot right of way as now established); thence North 83°17'50" East, along said northerly right of way line of Atlantic Boulevard, a distance of 451.75 feet; thence North 00°33'49" West, a distance of 564.72 feet to the southeast corner of those certain lands as described in Official Records Volume 3791, page 50 of the current public records of said county; thence North 00°33'49" West, along the easterly line of said last mentioned lands, a distance of 59.72 feet to the point of beginning; thence North 00°33'49" West, continuing along said easterly line, a distance of 2.28 feet; thence South 89°26'11" West a distance of 12.00 feet; thence South 20°56'01" West, a distance of 66.64 feet to a point situate in the southerly line of the aforesaid lands as described in Official Records Volume 3791, page 50 of the current public records of said county; thence North 89°26'11" East, along said southerly line a distance of 12.90 feet; thence North 20°56'01" East a distance of 64.19 feet to the point of beginning.

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**APPENDIX D**

**PROFESSIONAL LAND SURVEY**

# MAP SHOWING A BOUNDARY SURVEY OF:

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY A LEGAL DESCRIPTION THAT IS ATTACHED HERETO AND MADE A PART HEREOF, TO WIT:

## LEGAL DESCRIPTION OF RESTRICTED PARCEL:

COMMENCE AT THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK (ORB) 9167, PAGE 2250, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND PROCEED FROM SAID CORNER, LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (A 100 FOOT RIGHT OF WAY), NORTH 00°33'49" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 258.19 FEET, TO THE POINT OF BEGINNING OF SUBJECT PARCEL; THENCE CONTINUE NORTH 00°33'49" WEST, ALONG THE SAID EASTERLY LINE OF THE PARCEL DESCRIBED IN ORB 9167, PAGE 2250, A DISTANCE OF 121.62 FEET, TO A CORNER; THENCE, DEPARTING SAID LINE, SOUTH 89°19'33" WEST AND 1 FOOT SOUTHERLY OF THE FACE OF A METALLIC BUILDING LOCATED ON THE PARENT PARCEL, A DISTANCE OF 212.48 FEET, TO A CORNER; THENCE SOUTH 00°40'08" EAST, AND 1 FOOT EASTERLY OF THE FACE OF A METALLIC BUILDING LOCATED ON THE PARENT PARCEL, A DISTANCE OF 119.67 FEET, TO A CORNER; THENCE NORTH 89°51'10" EAST, A DISTANCE OF 212.27 FEET, TO THE POINT OF BEGINNING. SUBJECT PARCEL, THUS DESCRIBED, CONTAINS AN AREA OF 25,621.85 SQUARE FEET, MORE OR LESS.

## LEGEND:

(A)	ASSUMED	M/L	CVR
A/C	AIR-CONDITIONER	MW	METAL COVER
ALUM	ALUMINUM	OU	OVERHEAD UTILITIES
ASPH	ASPHALT	ORB	OFFICIAL RECORDS BOOK
BLOC	BUILDING	PB	PHONE BOOTH
C.L.	CHAIN LINK	PP	PERCUTELLER PIPE
COMC	CONCRETE	ST	STORM DRAIN PIPE
CSP	CONCRETE	S/W	SIDEWALK
CTSP	CONCRETE	T.O.B.	TOP OF BANK
DIA	DIAMETER	TRB	TRAFFIC SIGNAL CONTROL BOX
ECB	ELECTRIC CONTROL BOX	TSCB	TRAFFIC SIGNAL CONTROL BOX
EHM	ELECTRIC HANDHOLE	WP	WOOD POST
FH	FIRE HYDRANT	WPP	WOOD POWER POLE
GV	GAS VALVE	WM	WATER METER
IP	IRON PIPE	WV	WATER VALVE
IR	IRON ROD	XC	"X"-CUT
FND	FOUND	W/	WITH
MLP	METAL LIGHT POST	O MW X	MONITORING WELL (WITH NUMBER)
MP	METAL POST	→	SIGN (STREET OR OTHER)

## SURVEYORS REPORT & NOTES:

- THIS IS A BOUNDARY SURVEY, THE PURPOSE OF WHICH IS TO DEFINE A PORTION OF THE PARENT TRACT DESCRIBED IN ORB 9167, PAGE 2250, OF THE DUVAL COUNTY RECORDS.
- REFERENCE WAS MADE TO LEGAL DESCRIPTIONS RECORDED IN ORB 11145, PAGE 2145, AND ORB 14867, PAGE 1686, OF THE PUBLIC RECORDS OF DUVAL COUNTY. MONUMENTS RELATED TO THESE DESCRIPTIONS WERE FOUND IN THE FIELD, AND USED AS ORIENTATION FOR THE EASTERLY LINE OF THE PARENT TRACT, AS WELL AS THE EASTERLY LINE OF SUBJECT PARCEL.

CLIENT: AEROSTAR SES, LLC

SHEET 1 OF 2 (NOT VALID WITHOUT BOTH SHEETS)

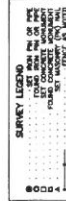
**ATLANTIC ~ GULF SURVEYING CO.**  
 LAND & ENGINEERING SURVEYS  
 LICENSED BUSINESS NUMBER L.B. 6226  
 5236 TIMOQUANA ROAD  
 JACKSONVILLE, FLORIDA 32210  
 PHONE 904-771-6412  
 FAX 904-776-6576

SEE SHEET 2 FOR SURVEY OF PARCEL

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.037, FLORIDA STATUTES.

DATE OF SURVEY: 03/27/2015  
 FIELD BOOK: 407  
 DATE: 03/26/2015  
 DRAFTER: BMH  
 SCALE: 1" = 60'

BRYAN R. MARIE, P.S.M., FL. REG. #4809



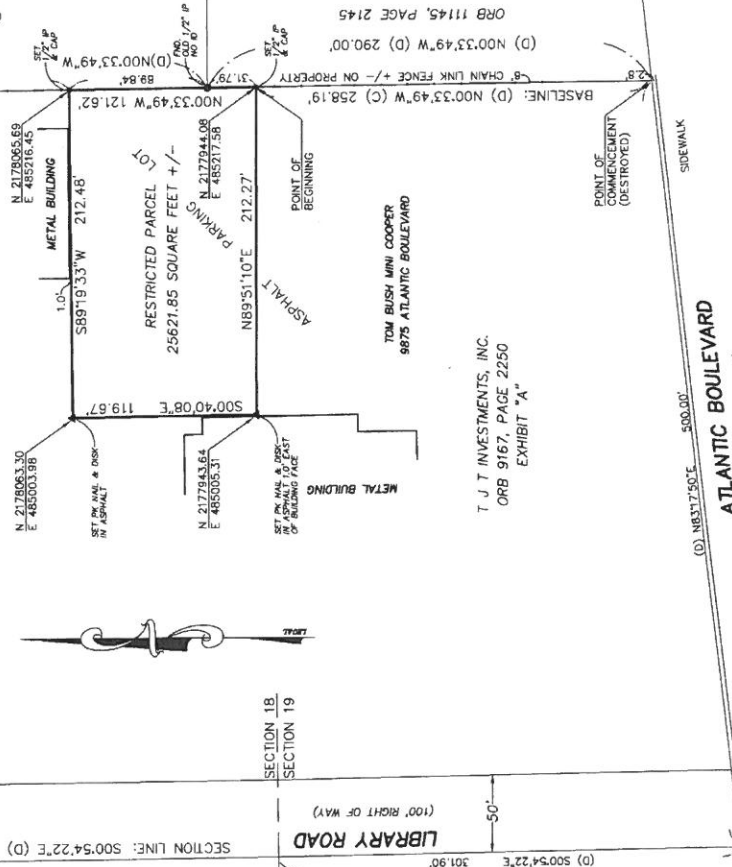
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAKER THE DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

# **MAP SHOWING A BOUNDARY SURVEY OF:** A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY A LEGAL DESCRIPTION THAT IS ATTACHED HERETO AND MADE A PART HEREOF ON SHEET 1; BEING LOCATED WITHIN THE CITY OF JACKSON- VILLE, DUVAL COUNTY, FLORIDA.

ORB 14367, PAGE 1686

SOUTHERLY LINE OF ORB 14367, PAGE 1686

NOTE: THE COORDINATES SHOWN AT THE FOUR  
CORNERS ARE REFERENCED TO THE  
STATE PLANE COORDINATE SYSTEM,  
FLORIDA EAST ZONE, NORTH AMERICAN  
DATUM (NAD) 1983.



(D) N83°17'50\"E 500.00'

SIDEWALK

POINT OF COMMENCEMENT (DESTROYED)

2.8'

BASELINE: (D) N00°33'49\"W (D) 290.00'

ORB 11145, PAGE 2145

POINT OF BEGINNING

31.79'

SET 1/4\" PIN NAIL & DEPOSIT

IN SOIL AT CORNER OF

REARING FACE

N 217°04'08\"E

E 485°00'33.31'

500.40'±08\"E

119.67'

589°19'33\"W

212.48'

N 217°06'33.30\"E

E 485°00'33.30'

1.0'

METAL BUILDING

SET 1/4\" PIN NAIL & DEPOSIT

IN SOIL AT CORNER OF

REARING FACE

N 217°04'08\"E

E 485°00'33.31'

500.40'±08\"E

119.67'

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N 217°06'33.30\"E

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1.0'

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500.40'±08\"E

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E 485°00'33.30'

1.0'

METAL BUILDING

SET 1/4\" PIN NAIL & DEPOSIT

IN SOIL AT CORNER OF

REARING FACE

N 217°04'08\"E

E 485°00'33.31'

500.40'±08\"E

119.67'

589°19'33\"W

212.48'

N 217°06'33.30\"E

E 485°00'33.30'

1.0'

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