

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice of Sale of )  
assets of REGENCY UTILITIES, INC. )  
to the Jacksonville Electric )  
Authority. )

DOCKET NO. 010986

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COMMISSION  
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APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

Applicant, REGENCY UTILITIES, INC. ("Utility"), by and through its undersigned attorneys, and pursuant to Section 367.071(4)(a), Florida Statutes, and Rule 25-30.037(4) and (5), Florida Administrative Code, files this Application for approval of the transfer of all but a small portion of the water and wastewater facilities operated under Water Certificate No. 197-W and Wastewater Certificate No. 143-S located in Duval County, Florida, to the Jacksonville Electric Authority ("Purchaser" or "JEA"), and submits the following:

1. The name, address and telephone number of the representative of the Applicant to contact concerning this Application is:

F. Marshall Deterding, Esquire  
Rose, Sundstrom & Bentley  
2548 Blainstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

2. The full name, address and telephone number of Applicant is:

George Brookshire  
Regency Utilities, Inc.  
121 West Forsyth Street  
Suite 810  
Jacksonville, FL 32202  
904/353-5993

3. The full name, address and telephone number of the governmental authority and its authorized representative is:

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*RLM*

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Strategic Assessment Officer  
Jacksonville Electric Authority  
21 W. Church Street  
Jacksonville, FL 32202-3139

Office of General Counsel of the City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

4. Attached hereto as **Exhibit "A"** to the Application is the Water and Sewer Asset Purchase Agreement between Regency Utilities, Inc. and JEA.

5. Prior to the execution of the Agreement for Purchase and Sale of the Utility to the JEA on April 10, 2001 the JEA obtained from the Utility the most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction, as well as the Utility's 1998, 1999 and 2000 Annual Reports as filed with the Florida Public Service Commission. The purchaser considered that information prior to execution of such agreement, in accordance with its obligations under the provisions of Section 367.071(4)(a), Florida Statutes. The appropriate public interest findings have been made and are contained within the JEA's records. The JEA took final action to acquire the Utility on April 10, 2001.

6. Attached hereto as **Exhibit "B"** is a listing of the assets of the Utility not transferred to the governmental authority, JEA. However, such Utility assets do not constitute a system providing or proposing to provide water or wastewater service to the public for compensation, Regency continues to

operate those facilities in a manner which renders it an exempt entity under the provisions of Section 367.022(8), Florida Statutes. Regency has, since April 10, 2001, continued to operate the facilities contained in **Exhibit "B"** hereto and purchase bulk service from JEA and provide retail service to several customers within the Regency Square Mall. However, Regency has simply resold water and wastewater services provided by JEA at a rate which is exactly equal to the purchase price of the bulk water or wastewater services from JEA, allocated among the retail customers on a monthly basis. As such, the remaining entity and system is exempt from regulation by the Florida Public Service Commission. As such, the Utility will have no remaining territory to depict and will maintain its current tariff, with the exception of one rate tariff that simply states that the Utility will pass-through the costs from JEA. We are attaching hereto as **Exhibit "C"** a copy of the proposed tariff changes to replace the existing territory, rate, and service availability tariffs to reflect the billing policy of the company as it has existed since April 10, 2001 and will continue into the future (i.e. passing-through only those costs billed by the bulk supplier, JEA).

7. All customer deposits held by Regency were credited with interest to its customers' accounts with the final billings through final meter readings on April 10, 2001. Those final bills with credits for deposits and interest were rendered in

April and any excess above the amount owed with those billings were distributed to customers by check.

8. Simultaneously with the filing of this Application the Utility is paying all outstanding regulatory assessment fees and filing the final Regulatory Assessment Fee Return with the Division of Administration of the Florida Public Service Commission along with appropriate forms and payments for accrued fees up through the date of closing of the transfer on April 10, 2001. A copy of these forms and correspondence is attached hereto as **Exhibit "D"**.

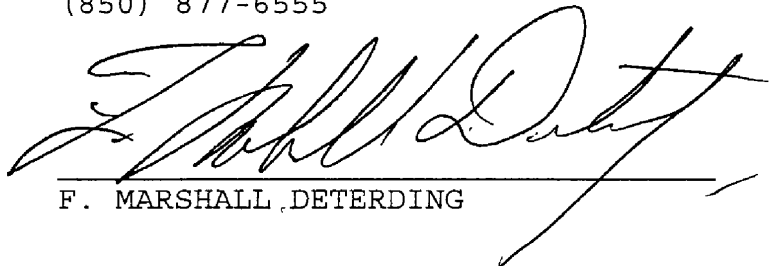
9. As noted above, the transfer of the assets of Regency took place as a result of the closing held on April 10, 2001.

10. The originals of Water Certificate No. 197-W and Wastewater Certificate No. 143-S in Duval County are attached hereto as **Exhibit "E"** for cancellation.

WHEREFORE, REGENCY UTILITIES, INC. requests that this Commission approve the sale of its water and wastewater assets to the Jacksonville Electric Authority, and cancel its water and wastewater certificates.

Respectfully submitted this 19<sup>th</sup>  
day of July, 2001 by:

ROSE, SUNDSTROM & BENTLEY  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555



F. MARSHALL DETERDING

REGENCY UTILITIES, INC.  
Water and Sewer Asset Purchase Agreement

EXHIBIT A

April 10, 2001

**WATER AND SEWER ASSET PURCHASE AGREEMENT**

**REGENCY UTILITIES, INC.**

This Water and Sewer Asset Purchase Agreement (hereinafter referred to as this "Agreement"), made and entered into in duplicate, by and between JEA (formerly known as the Jacksonville Electric Authority), a body politic and corporate of the State of Florida (hereinafter called "JEA" or "Purchaser"), and Regency Utilities, Inc., a Florida corporation with principal offices in Jacksonville, Florida and doing business in Duval County, Florida (hereinafter called "Seller").

**WITNESSETH:**

WHEREAS, Seller represents that it is the legal owner and holder of the assets hereinafter described (as more particularly defined herein, the "System"); and

WHEREAS, Purchaser desires to acquire the System from Seller; and

WHEREAS, Prior to Closing, Purchaser will hold a public hearing pursuant to Section 180.301, Florida Statutes, on the proposed purchase by it of all of the water and sewer utility assets owned by Seller in Duval County, Florida, to determine whether such a purchase is in the public interest; and

WHEREAS, Purchaser, in determining if such purchase is in the public interest, considered, at a minimum, all of the facts as referenced in Section 180.01 et seq., Florida Statutes.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

## DEFINITIONS

The following terms shall have the meanings established hereinbelow, unless the context otherwise expressly requires:

A. "Purchase Price" shall mean the amount payable and to be paid by Purchaser to Seller at the time and in the manner as provided in Section 1 below, which amount shall be equal to the sum of \$7,718,000, representing the purchase price for the assets, customers and Service Area of Seller's System.

B. "Seller's Service Area" or "Service Area" shall mean the areas of Duval County described in **Schedule A** attached hereto, which are the areas wherein Seller holds certificates of public convenience and necessity to provide water and/or sewer services and the areas served by Seller which are not certificated. Said **Schedule A** shall be revised as of the date of the Closing to clearly delineate and designate all such areas which are certificated and non-certificated, and shall be delivered to Purchaser at the Closing.

C. "System" shall mean all the assets and facilities of the water and sewer systems owned, leased and/or used by Seller at the time of the Closing, consisting generally of goodwill, plants, lift stations, meters, lines, material and/or spare parts, equipment and performance warranties, personal and real property, including easements, with buildings and improvements thereon, all as more particularly described in **Schedule B** attached hereto and made a part hereof, and all being used and in service to the public. "System" also shall include all facilities currently under construction in connection with the Service Agreements for which dedication of facilities has not yet occurred. "System" shall also include the exclusive right, authority, obligation, franchise right and/or property right, express or implied, direct, indirect or as a successor-in-interest, including but not limited to exclusive rights, authority, obligations, franchises, franchise rights and/or property rights reflected in or conveyed by agreement, any duly enacted, issued or granted act, enactment,

resolution, ordinance, order, certificate or interlocal agreement, or pursuant to the prior provision of or declaration of intent to provide water, sewer and/or reuse services to customers and properties situated within Seller's Service Area. Said **Schedule B** shall be revised to provide an inventory and valuation of property and equipment to be sold to JEA in accordance with the National Association of Regulatory Utility Commissioners (N.A.R.U.C.) chart of accounts, and such revised **Schedule B** shall be delivered to Purchaser's Finance Department at least 14 days prior to the Closing. In addition, said **Schedule B** shall be revised further as aforesaid as of the date of the Closing, and such revised **Schedule B** shall be delivered to Purchaser at the Closing. **Schedule B**, as so revised, shall be in sufficient detail and supported by legal and other descriptions necessary to enable the System to be recorded on the books and records of JEA. Except with respect to real property, sufficient detail shall be deemed to be achieved through reference to "as built" and system drawings (to the extent the same are in the possession of Seller or Seller's agent(s)), cumulative listings of plant items and the general ledger maintained by Seller in accordance with all applicable regulatory requirements. Notwithstanding anything to the contrary, "System" shall not include cash, accounts receivable or liabilities, nor shall it include any assets or properties of Seller not used in connection with the provision of water and sewer service in Seller's Service Area.

D. "Service Agreements" shall mean those agreements pursuant to which Seller has agreed to provide utility service from the System to persons and/or locations not currently served by the System. Service Agreements shall include any developer agreements, special agreements, design agreements, consent to build agreements, agreements approving specifications or standards, or any other agreements whatsoever which obligate Seller to provide utility service from the System to persons and/or locations not currently served by the System. The "Utility Agreement" dated September 17, 1991 as modified by the "Addendum To Utility Agreement" dated September 17, 1991 between Regency Utilities, Inc. and RS Properties, Inc. (the "Utility



Agreement”) is expressly excluded. Service Agreements that Purchaser will assume at closing are listed on **Schedule D**.

E. “Environmental Laws” shall mean all Federal, State and local environmental statutes, laws, ordinances, rules and regulations, including but not limited to (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq., (c) the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended, 33 U.S.C. § 1251 et seq., (d) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (e) the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., (f) the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. § 7401 et seq., (g) the National Environmental Policy Act of 1970, as amended, 42 U.S.C. § 4321 et seq., (h) the Rivers and Harbors Act of 1899, as amended, 33 U.S.C. § 401 et seq., (i) the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 et seq., (j) the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq., (k) the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300(f) et seq., (l) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., (m) the rules and regulations of the United States Environmental Protection Agency and (n) any similar laws, ordinances, rules or regulations enacted by the State of Florida, the County of Duval, Florida, the Duval County Environmental Protection Board or any other governmental agency or authority having jurisdiction.

1. **PURCHASE AND SALE OF SYSTEM.** At the Closing referred to in Section 2 below, Seller will sell, transfer, assign, and deliver good and marketable title to the System to Purchaser free and clear of liens, pledges and encumbrances of any kind, nature or description

except as otherwise expressly permitted hereby, and Purchaser will purchase the System for an amount equal to the Purchase Price. Said Purchase Price shall be payable as follows:

(a) at the Closing, Purchaser shall pay the amount of \$7,718,000, less (i) the amount referred to in clause (b) below and (ii) the amount, if any, of ad valorem taxes or assessments for the 2001 tax year and any prior year attributable to the period through and including the date of the Closing, determined as provided in Section 6C; and

(b) Seller anticipates that all easements to be assigned will have full documentation. However, Purchaser and Seller have agreed not to delay closing as a result of insufficient easement documentation unless it would materially affect the operations of the System. If either Purchaser or Seller determines at closing that portions of the System are installed without full easement documentation, Purchaser and Seller will mutually determine the cost of acquiring any easement which has not been documented and will list each undocumented easement and the cost of its acquisition on **Exhibit B**. At the Closing, JEA as Escrow Agent (the "Escrow Agent") shall retain and withhold from the Purchase Price an amount equal to the amount of the total cost of acquiring all of the easements which have not been documented set forth on **Exhibit B** to be held pursuant to the Escrow Agreement to be entered into between Seller and Purchaser as the Escrow Agent simultaneously with the Closing in the form of **Exhibit A** hereto (the "Escrow Agreement").

Seller and Purchaser agree that the amount deposited in the Escrow Account shall be held in escrow for a period of two (2) years or until all undocumented easements listed on **Exhibit B** have been acquired or are no longer needed, whichever shall first occur (except as otherwise permitted by the Escrow Agreement).

2. **CLOSING.** The closing of the transaction provided for in Section 1 above (hereinafter the "Closing") will take place at the offices of Purchaser, 21 West Church St.,

Jacksonville, Florida, or such other place designated by Purchaser, on a date to be agreed upon by Seller and Purchaser on or before June 30, 2001 subject to the satisfaction of all conditions precedent specified in this Agreement. If the parties fail to close this transaction within the time provided, either party may, at its option, terminate this Agreement and the rights and obligations of the parties shall cease.

3. **ACCESS TO INFORMATION.** Prior to and after the date of the Closing, Seller, after forty-eight hours notice by facsimile or telephone, will give or cause to be given to the officials of Purchaser and any attorneys, accountants, engineers or other authorized representatives of Purchaser, free and full access during normal business hours to all of Seller's properties, books, contracts, commitments, files and records relating to the System and JEA can make copies prior to and after the Closing. Copies of "as built" records shall be reproducible.

4. **CONDITION OF THE SYSTEM; CONVEYANCES AND ASSIGNMENTS AT CLOSING.**

A. **Status of System.**

(1) **Property.** Seller represents and warrants that at the time of the Closing Seller will own, and will transfer to Purchaser, good and marketable title to the System including all of the assets described on **Schedule B** attached hereto and made a part of this Agreement, as the same shall be revised in accordance with the fourth sentence of the definition of the term "System" herein, being all real property, interests in real property and tangible personal properties utilized in the operation of and constituting a part of the System except for cash, accounts receivable or liabilities. Seller warrants that, at the time of the Closing, said assets will be free of all liens and encumbrances and there shall not exist any obligations, liabilities or commitments, whether under contract, lease or otherwise, encumbering said assets or for which Purchaser might be liable or committed, other than (a) Seller's commitments to provide service to the customers listed in

**Schedule C** attached hereto, and (b) the Service Agreements listed in **Schedule D** attached hereto, provided that in the event that there should exist any such liens or encumbrances, or if there are any such obligations, liabilities or commitments, Seller shall be responsible for the same, and Seller hereby agrees to defend, indemnify and hold Purchaser harmless from the same as provided in Sections 7 and 8 hereof.

(2) **Accounts and Records.** Prior to the Closing, Seller shall furnish Purchaser copies of all current customer account lists, including street addresses, names, balances, payment histories, consumption histories, lists of uncollectibles and types of service (deduct meters, private meters, fire hydrants, private fire hydrants, sewer surcharge billings, etc.) and all computer files relating to Regency Utilities, Inc. customer billing, current maps depicting all systems under construction, "as built", including any original tracings, sepias, or other reproducible material in possession of Seller or Seller's agent(s), materially related to the System.

**B. Conveyances at Closing.** At the Closing, Seller will convey by warranty deed, free and clear of all claims, liens and encumbrances, subject only to ad valorem taxes for 2001, the real property described on **Schedule B**, as the same shall be revised in accordance with the fourth sentence of the definition of the term "System" herein. At Closing, except as otherwise provided in Section 1B., Seller also will convey, by warranty deed, subject only to ad valorem taxes for 2001, its rights to all easements in which it has an interest described on said **Schedule B**, as so revised. Seller shall defend, indemnify and hold Purchaser harmless with respect to any adverse claim or assertion that Purchaser's right to the real property or use of any easement is defective.

**C. Title Insurance.** Prior to the Closing, Seller, at its cost, shall provide Purchaser with a commitment for a title insurance policy or policies in the total amount of four million dollars (\$4,000,000), delineating and indicating title to the real estate held in fee simple described on **Schedule B**, as the same shall be revised in accordance with the fourth sentence of the

definition of the term "System" herein, vested in Seller, and, as soon as is reasonably practicable after the Closing, Seller, at its cost, shall provide Purchaser with an Owner's title insurance policy in the same amount as said commitment, showing title in Purchaser to said real estate and easements, free and clear of all liens and encumbrances except for ad valorem taxes for 2001 and easements and restrictions of record, none of which easements or restrictions will adversely affect the use or enjoyment of said real estate for the purpose contemplated by this Agreement, and subject to zoning in the City of Jacksonville. It is understood by and between the parties that the easements described in **Schedule B** shall be insured by such title insurance, except as otherwise provided in Section 1B.

**D. Representations Regarding Real Property, Easements and Rights-of-Way.** Seller owns or leases all the real property, easements and rights-of-way, as shown in **Schedule B**, as the same shall be revised in accordance with the fourth sentence of the definition of the term "System" herein, necessary to operate and maintain the System except for parts of the System (i) located in public rights-of-way, (ii) located in utility easements dedicated to JEA, the City of Jacksonville or Duval County, Florida, in plats and other documents recorded in the public records of Duval County, Florida, and (iii) except as otherwise provided in Section 1B. The System as now constructed is located within said real property, easements and rights-of-way. As for parts located in public rights-of-way, Seller (a) has obtained necessary approvals from appropriate governmental agencies for the use of the same and (b) has the right, power and authority to convey its rights therein to Purchaser as provided herein. As for parts described in clause (ii) of the first sentence of this Section **4D**, Seller (a) has full legal right to the use of those properties as is necessary for the operation and maintenance of the System and (b) has the right, power and authority to convey its rights therein to Purchaser as provided herein. Seller hereby agrees to defend, indemnify and hold Purchaser harmless for the cost of acquiring any real property,

easements or rights-of-way or for the relocation of any part of the System, if required as a result of failure of this representation.

**E. Warranties.** At the Closing, Seller shall convey to Purchaser all outstanding unexpired material, equipment and performance warranties that relate to the System. The conveyance of the water plant, lift station, meters, lines, equipment, spare parts, materials, buildings and other improvements is in an "as is" condition without any warranties other than as to ownership.

**5. CONDUCT OF BUSINESS PENDING CLOSING.** Seller covenants and warrants that between the date of the execution by Seller and Purchaser of this Agreement and the date of the Closing, Seller will conduct the utility business of the System in the normal and usual manner; Seller will preserve intact the organization and properties of the System; and Seller will use its best efforts to comply in all material respects with all governing Federal, State and local laws, rules and regulations relating to the System including but not limited to any necessary certificates of public convenience and necessity, licenses, permits, applications and the like, except for certificates of public convenience and necessity for the areas specified in **Schedule A** as not having been covered by such certificates. In addition, between such dates, without the prior written consent of Purchaser, Seller will not enter into (a) any new maintenance or construction contracts with respect to the System or (b) any agreements obligating it to provide service from the System to persons and/or locations outside of Seller's Service Area, in either such case, whether written or oral, nor will Seller renew any such existing contracts or agreements. Where service requests are made within Seller's Service Area, Seller will continue to conduct the utility business in the normal and usual manner.

**6. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SELLER.**

Seller represents and warrants to Purchaser as follows:

**A. Corporate Existence and Power.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has corporate power and authority to own all of its properties including, without limitation, those described in **Schedule B** hereto, to carry on the utility business of the System as now being conducted, to enter into this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement.

**B. Authority.** This Agreement has been duly authorized, executed and delivered by Seller and is a valid and binding obligation of Seller; the sale of the System has been authorized by all necessary corporate action; and the deeds, bills of sale, assignments and other instruments which will be delivered by Seller at Closing will have been duly authorized and executed and will be effective to vest in Purchaser good and valid title to the System.

**C. Tax Matters.** Seller covenants and warrants that Seller has filed all federal and state tax returns which are required to be filed and has paid all federal, state and local taxes or assessments and all assessments required by law, except for taxes and returns due after the Closing for the taxable year during which the Closing will occur, or any portion thereof (hereinafter called "current tax year"), in each such case, only to the extent that the failure to file or pay the same could result in the imposition of any lien or encumbrance upon any of the properties of the System. In addition, Seller covenants and warrants that it will prepare and file, or cause to be prepared and filed, all federal, state and local tax returns and reports required to be filed by Seller for the current tax year, and will make payment in full, when due, of all such federal, state and local taxes for the current tax year and any assessments relating to said tax year. Further, Seller covenants and warrants that at the time of the Closing there will be no taxes or assessments or any costs and

expenses related thereto which will not be fully paid and discharged by Seller, except for the payment of ad valorem taxes for the current tax year, which taxes shall be prorated as of the date of the Closing and deducted from the amount of the Purchase Price payable by Purchaser as provided in Section 1 above. If the Closing occurs when 2001 taxes have not been assessed, taxes will be prorated as of the time of the Closing based on the taxes paid for the property for 2000 and deducted from the amount of the Purchase Price payable by Purchaser as aforesaid. Seller covenants and warrants to pay and to be fully responsible for the payment of any and all taxes, costs, expenses and other liabilities under this Section 6C not previously paid by Seller, whether for its prorated portion of taxes for the current tax year or for any past tax year, and shall fully defend, indemnify and hold Purchaser harmless against any and all taxes, costs, expenses and other liabilities as provided in and in accordance with the obligations of Seller under Sections 7 and 8 hereof.

**D. Service Extensions.** Seller represents that it has complied with all applicable regulatory requirements in extending its service to any area outside the territory described in any of its certificates of public convenience and necessity. Seller hereby agrees to defend, indemnify and hold Purchaser harmless with respect to any claim or assertion that Purchaser is without authority to provide service in any portion of Seller's Service Area.

**E. Service Commitments.**

(1) Seller agrees to return all prepaid water and sewer service commitment fees to its customers and to deliver the System to Purchaser free of all and any service commitments of any type, except for (a) Seller's customers as identified in **Schedule C** hereto, who are receiving service on the date of the Closing and (b) the persons that are parties to the Service Agreements listed in **Schedule D** hereto. Accordingly, except for (a) the service commitments referred to in the preceding sentence and (b) the agreements (if any) to provide service approved by Purchaser in



accordance with the second sentence of Section 5, Seller hereby agrees to defend, indemnify and hold Purchaser harmless from any claim for service alleged to have arisen prior to Closing.

(2) Purchaser assumes responsibility, except for rates, for providing service to Seller's customers as identified in **Schedule C** who are receiving service at the time of the Closing or who are parties to the Service Agreements listed in **Schedule D** hereto or the agreements (if any) to provide service approved by Purchaser in accordance with the second sentence of Section 5. Seller represents and warrants that there are no outstanding commitments to construct any facilities to serve any of Seller's customers listed in **Schedule C** or, except for the commitments set forth in the Service Agreements listed in **Schedule D**, any other parties, and that there are no existing commitments, responsibilities or obligations of Seller to provide wastewater reuse service. Except upon payment to Purchaser of its standard rates, fees and charges for connection and service, Purchaser will not assume Seller's commitments to construct facilities, or serve any of Seller's customers other than those listed in **Schedule C** and the parties to the Service Agreements listed in **Schedule D**. Said facilities include but are not limited to, sewer pump stations, sewer force mains, sewer gravity lines, water distribution and transmission lines, service piping for water and sewer service and any other appurtenances associated with the provision of water distribution and sewage collection and transmission service.

(3) Seller shall deliver to Purchaser at the Closing all of the Service Agreements listed in **Schedule D** hereto and all agreements (if any) to provide service approved by Purchaser in accordance with the second sentence of Section 5, together with all deposits and charges, including contributions-in-aid-of-construction (capacity fees), paid to Seller thereunder. Purchaser agrees to assume all such Service Agreements and to accept all such deposits and charges as payment in full of all deposits and charges, including charges similar to contributions-in-aid-of-construction (capacity fees), for the establishment of utility service by Purchaser in accordance with

such Service Agreements, other than charges to be imposed by Purchaser in respect of water meter fees. In addition, Purchaser agrees that it will not impose any sewer installation fees with respect to sewer services to be provided pursuant to such Service Agreements.

(4) Purchaser does not assume any existing rate schedules of Seller.

(5) Seller represents and warrants that it is not a party to any cost recovery agreements entered into with third persons, except for such agreements as are identified in **Schedule E** hereto and that true, complete and correct copies of all such agreements are attached to said **Schedule E**. At the Closing, Seller shall (a) distribute to the persons entitled thereto all proceeds held by it pursuant to such cost recovery agreements and (b) assign all such unexpired agreements to Purchaser. Purchaser agrees that it shall accept such assignment of all such unexpired cost recovery agreements, and that it shall perform all of Seller's obligations thereunder.

**F. Warranties.** Seller represents and warrants that there are no outstanding unexpired material, equipment and performance warranties in favor of third parties which relate to the System.

**G. Zoning.** Seller covenants and warrants that existing zoning and building codes and governmental regulations applicable to the real property described in **Schedule B** do not prohibit the existing operation of the System thereon.

**H. Utilities.** Telephone, electric utility and any other utility service used in operation and maintenance of the System shall not be discontinued as of the date of the Closing upon request by Purchaser; provided, however, all charges for such services shall be prorated as of the date of the Closing. Utility deposits, paid by Seller, shall be the property of Seller.

**I. Environmental Matters.**

(1) To the best knowledge of Seller, (a) the System is, and, at the Closing, shall remain, in full compliance with all applicable Environmental Laws and all applicable

occupational health and safety statutes and regulations and (b) no hazardous substance has been, or, at the Closing, will be, improperly stored upon, disposed of, spilled or otherwise released to the environment on or in the said property or easements by Seller or by any other party. For purposes of this Agreement, the definition of the term "hazardous substance" shall be that set out in Section 101(4) of the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., except that for purposes of this Agreement, the term shall also include (a) petroleum (crude oil) and natural gas (whether existing as a gas or a liquid); and (b) any substance defined as hazardous or toxic by any state or local regulatory agency having jurisdiction over the operations of Seller.

(2) To the best knowledge of Seller, any tanks (whether above or below ground) in, on or at any of the said property or easements installed or used by Seller are, and, at the Closing, shall remain, in sound condition, free of corrosion or leaks which could permit any release of stored material.

(3) To the best knowledge of Seller, none of the said property or easements has been, or, prior to the Closing, will be, used by Seller or by any other party, for the processing, storing, or other utilization of asbestos, polychlorinated biphenyls ("PCB"), or radioactive substances except for any asbestos contained in AC pipe presently installed as part of the System; however, the water system has been monitored for asbestos and the reports (and related analyses) did not reflect results which exceed the Maximum Contaminant Limitations (MCL's). Seller has received no notice that any of the foregoing materials are present on or at any of the said property or easements. In the event that Seller receives any such notice prior to the Closing, it shall immediately give notice thereof to Purchaser, in which case, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

(4) To the best knowledge of Seller, (a) all hazardous waste resulting from the operations of Seller on or at any of the said property or easements has been, and, prior to the Closing, will be, disposed of in an environmentally sound manner and (b) none of those wastes have been, or, prior to the Closing, will be, disposed of in any site where they have been, are, or, due to the manner of disposition by Seller, will be released into the environment requiring corrective action. Seller has received no notice from any local, state or federal environmental agency of its possible involvement with any disposal site under investigation by such agency. In the event that Seller receives any such notice prior to the Closing, it shall immediately give notice thereof to Purchaser, in which case, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

(5) Seller hereby agrees to defend, indemnify and hold Purchaser harmless for damages suffered or reasonable costs incurred by Purchaser as a result of Seller's discharge or release of sewage, effluent, waste water, pollutants, contaminants, hazardous wastes, hazardous substances or other substances from its properties or facilities, or for other air or water pollution caused by Seller, in either such case, on or prior to the date of the Closing, in violation of any Environmental Laws. Those damages or costs include, but are not limited to, the requirements of Federal, State, or local laws, ordinances, rules or regulations, to investigate, monitor, assess and evaluate the discharge or release of pollutants, contaminants, hazardous wastes, hazardous substances, or other substances and to take such action as necessary to prevent, minimize, or mitigate the threat to the public or to the environment, including removal of the discharged or released material, and action necessary for a permanent remedy. For purposes of this provision, the terms "remove" or "removal" and "remedy" shall have the same meaning given to those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., § 9601 et seq. This indemnification is limited to events and conditions occurring during Seller's operation

and ownership of the System, and shall be effective regardless of whether or not Seller had actual knowledge of the occurrence or existence thereof (whether at the time of such occurrence or thereafter).

(6) Without limiting the rights and remedies granted to Purchaser in the foregoing Sections 6.I(1) through 6.I(5), Seller agrees that after forty-eight hours notice by facsimile or telephone Purchaser may, at all times prior to the Closing:

A. Do such investigation, sampling, analysis and testing of the properties of the System as necessary to determine the condition of the soils, the presence of any material in those soils, including hazardous waste and substances, petroleum products or derivatives, and underground storage tanks, pipes, and other associated equipment, and to determine the hydrology of the area, the soil type and the species of vegetation present. If any hazardous waste or substance regulated pursuant to any Environmental Law, or underground storage tanks or pipes, are discovered on any of such properties, such that the owner of such property would be required under any Environmental Law to incur response or remedial costs, or if there are any wetland conditions which Purchaser, at its sole discretion, finds unacceptable, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

B. To perform the test inspections, investigations and analyses authorized in the preceding paragraph, Purchaser may enter and remove, disturb and/or destroy, or bore through, as much of the vegetation surface or surface of the properties of the System as Purchaser believes is necessary to perform those functions. Purchaser shall replace any fences removed, disturbed and/or destroyed as soon as possible following such entry. If, however, the Closing does not occur within the time provided in Section 2, in addition to repairing any fencing that Purchaser removed, disturbed and/or destroyed, Purchaser also

agrees to repair or replace any part of the property that is disturbed or destroyed, returning the surface and significant vegetation to its prior condition. If repair, replacement or restoration cannot be reasonably accomplished, Purchaser shall pay reasonable compensation for Seller's loss. All such investigation shall be conducted at Purchaser's sole risk and expense. Purchaser hereby agrees to defend, indemnify and hold harmless Seller from any damage, liability and costs including reasonable attorneys' fees resulting from negligent acts or omissions of Purchaser, its agents or employees, during such investigation, to the extent permitted by Section 768.28, Florida Statutes, and except to the extent any injury is caused by actions or negligence of Seller.

**J. Compliance with Laws; Governmental Authorizations.**

(1) Seller is not, and at the Closing will not be, in violation or default under any statute, law, ordinance, rule, regulation, judgment, order, decree, permit, concession, grant, franchise, license or other governmental authorization, approval or requirement applicable to it or its operations with respect to the System.

(2) Seller has not received any citation or notice of violation of any federal, state or local statute, ordinance or regulation of any kind which is currently outstanding. In the event that Seller receives any such notice prior to the Closing, it shall immediately give notice thereof to Purchaser, in which case, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

(3) Seller has all permits, concessions, grants, qualifications, franchises, licenses, approvals, or other governmental authorizations necessary for the conduct of its business relating to the System and all of the foregoing have been duly obtained and are in full force and effect and there are no proceedings pending or, to the best knowledge of Seller, threatened which may result in the revocation, cancellation, suspension or adverse modification of any thereof.

(4) Seller is unaware of any reason why all permits, concessions, grants, franchises, licenses, approvals, or other governmental authorizations issued to Seller by any local, state, or federal agency or instrumentality will not or cannot be transferred to Purchaser upon compliance with the applicable regulatory procedures to transfer same. **Schedule F** hereto consists of a list and copies of current or active permits, applications or other documents, together with effective dates and expiration dates (if any) thereof, demonstrating approval of the facilities of the System associated with the production, treatment and pumping of water and the treatment and disposal of wastewater by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Regulation or the regulatory predecessor, (b) the St. Johns River Water Management District, (c) the Florida Public Service Commission and (d) the United States Environmental Protection Agency.

7. **ASSUMPTION OF LIABILITIES BY SELLER.** Except for (a) Purchaser's obligation to serve those customers identified in **Schedule C** and (b) the Service Agreements listed on **Schedule D**, Seller hereby agrees to defend, indemnify and hold Purchaser harmless with respect to any and all contracts, obligations, claims, suits, judgments, damages, settlements, taxes, costs, expenses and other liabilities of Seller and for the breach of any covenant of Seller under this Agreement, including without limitation any contracts or agreements of Seller for or relating to utility cut-ins, connections or the provision of utility services, however or whenever arising, whether authorized or unauthorized, in existence at the time of the Closing,. Except as expressly provided in this Agreement, at no time and under no circumstances will Purchaser have any obligation or responsibility whatever to the former officers, employees, agents, personal representatives, contractors, consultants or assigns of Seller. Should any claims, demands, suits, actions or the like be advanced against Purchaser arising from or related to any relationship of any such former officers, employees, agents, personal representatives, contractors, consultants or assigns of Seller,

Seller hereby agrees to defend, indemnify and hold Purchaser harmless therefrom in accordance with Seller's obligations under Section 6, Section 7 and Section 8 hereof. Notwithstanding any other provision of this Section 7, Purchaser shall offer Mr. Eugenio Cruz, an existing employee of Seller, employment as a temporary employee in accordance with the provisions of this Section, at Purchaser's proposed respective rate of remuneration of \$19.99 per hour with benefits in accordance with applicable collective bargaining agreement of Purchaser, which offer shall remain open for 60 days following the Closing, after which date it shall expire. Such employment shall be contingent upon his meeting the JEA standards for employment and shall be for a term of one year, renewable at the sole option of Purchaser for one additional year, it being understood that Purchaser shall have the right, in its sole discretion, to dismiss this employee for cause at any time.

**8. NOTICE AND RIGHT TO DEFEND.** In the event any assessment, claim, demand, proceeding, or suit is brought against Purchaser for which Seller may be liable or obligated to pay under any agreement, warranty or indemnity contained in this Agreement (including but not limited to Sections 4, 6 and 7 hereof), Purchaser shall give Seller prompt notice thereof in writing and Seller shall have the right of paying or otherwise causing the same to be discharged and satisfied such assessment, claim, demand, proceeding, or suit or of defending and contesting the same at the cost of Seller, and at no cost to Purchaser, including without limitation contesting the liability by paying the same and bringing suit for a refund.

**9. COLLECTIONS.** As provided in Section 4A(2), prior to the Closing, Seller shall furnish Purchaser with copies of all current customer account lists. Seller, or its assigns, shall have the right to all accounts for services provided by Seller prior to the date of the Closing. On or about the date of the Closing, Seller and Purchaser jointly shall cause the meter for each customer's water and/or sewer account to be read. Seller shall promptly thereafter bill and collect its charges for water and sewer service up to the joint meter reading date, as well as its pro forma base facility



charges. Seller shall settle in full with all its customers based upon the joint meter reading and its final billing. Each customer account shall be settled in full at this billing. Seller shall neither bill nor collect any charges for services rendered to customers served by the System after the joint meter reading date.

**10. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS HEREUNDER.** All of the obligations of Purchaser under this Agreement are subject to the fulfillment by Seller of each of the following conditions:

A. There is and shall be no material error, misstatement, or omission in the representations and warranties made by Seller in this Agreement or pursuant to this Agreement, and in the event any error, misstatement or omission, whether or not material, shall come to the attention of Seller, Seller will promptly cause the same to be remedied at no cost to Purchaser.

B. Seller's representations and warranties contained in this Agreement are made both at and as of the time of the execution and delivery of this Agreement and at and as of the time of the Closing and will be true in all material respects at the Closing and shall survive the Closing; and Seller will have performed or complied with all agreements and conditions required by this Agreement to be performed by it prior to or at the Closing.

C. All instruments and documents required to carry out this Agreement or incidental thereto and all other related matters will have been approved as to form by counsel for Purchaser.

D. Seller, on behalf of and with cooperation of Purchaser, shall have filed such applications and taken such other actions as, in the opinion of counsel for Purchaser, are necessary to obtain the approval of the Florida Public Service Commission to the sale and transfer of the System and Seller's certificates under this Agreement pursuant to Section 367.071, Florida Statutes; it being understood and agreed by Seller that, following the Closing, and notwithstanding anything

to the contrary herein, Seller shall remain obligated to cooperate with Purchaser and to take such further actions as Purchaser may reasonably request in order to obtain such approval.

**11. PROHIBITION AGAINST ASSIGNMENTS.** Without the consent of Purchaser, which consent shall not unreasonably be withheld, neither this Agreement nor any part hereof may be sold, assigned, pledged or otherwise alienated or encumbered by Seller; nor shall Seller delegate or be relieved of its duties or obligations hereunder; nor shall the right to receive payment under this Agreement be negotiated, transferred or assigned except by operation of law or with the prior written consent of Purchaser, which consent shall not unreasonably be withheld.

**12. HEADINGS.** Any headings preceding the text of the several sections, subsections or schedules of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

**13. EXECUTION OF DOCUMENTS AND CLOSING COSTS.** Seller will prepare and submit to counsel for Purchaser for approval as to form and Seller and Purchaser will execute any further instruments, documents, writings and papers as may be necessary or required in the performance of the terms and to effectuate the intent of this Agreement, and Seller will pay all costs incidental thereto. Seller and Purchaser will pay all other closing costs, as follows:

Seller shall pay:

- (a) documentary taxes;
- (b) Seller's attorneys' fees;
- (c) Seller's accountants' fees;
- (d) Seller's engineer's fees;
- (e) costs of surveys required for title insurance;
- (f) costs of title insurance for all real property and easements; and
- (g) recording fees for satisfaction of mortgages.

Purchaser shall pay:

- (a) recording fees for deeds, including easement deeds; and
- (b) Purchaser's attorneys' fees;
- (c) Purchaser's accountants' fees;
- (d) Purchaser's engineer's fees.

Purchaser and Seller represent to each other that neither has employed a broker as its representative in this transaction and shall indemnify each other against any such claims to the contrary.

**14. NOTICES.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, delivered by a nationally recognized overnight delivery service or mailed by Certified or Registered Mail, return receipt requested, postage prepaid:

A. If to Seller, to George Brookshire, 121 Forsyth Street, Suite 810, Jacksonville, Florida 32202 with a copy to Emerson Lotsia, Foley & Lardner, 200 N. Laura Street, Jacksonville, Florida 32202, Counsel for Seller; and

B. If to JEA, to the Strategic Assessment Officer, JEA, 21 W. Church Street, Jacksonville, Florida 32202-3139, with a copy to the Office of General Counsel of the City of Jacksonville at 117 West Duval Street, Suite 480, Jacksonville, Florida 32202.

The person and address to whom notices are to be delivered or sent may be changed by delivering written notice thereof to the other party in the manner provided above not less than ten (10) days prior to the effective date of said change.

**15. FLORIDA LAW TO GOVERN.** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the laws of such state.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto with respect to the purchase and sale herein described and the other transactions herein contemplated and supersedes all prior agreements between the parties hereto. This Agreement shall be construed as having resulted from joint negotiation and authorship.

17. **GENDER AND DEFINITIONS.** Where the context requires, the terms “Seller” and “Purchaser” shall include the singular and the plural and shall include the masculine, feminine, and neuter genders.

Plural shall include the singular and singular shall include the plural in all applicable instances.

18. **SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void, and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Agreement.

19. **BINDING EFFECT.** All rights and obligations hereunder shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

20. **COVENANT NOT TO COMPETE.** Except for businesses in existence and operating as water and/or sewer utilities on the date of the Closing, Seller agrees not to establish or reestablish or reopen any business or trade similar to the business of the System, the assets of which are hereby being sold, within the County of Duval, Florida, for a term of five (5) years from the date of the Closing. This provision shall not be construed to prevent Seller from performing its obligations under the Utility Agreement in accordance with Section 21.

**21. Requirement to Provide Service.**

A. Seller shall continue to provide service under the Utility Agreement with water and waste water treatment purchased from Purchaser which Purchaser shall provide on the same terms and conditions as such service is provided to similar users until the first of the following events occurs (the "Service Period"):

- (1). Purchaser accepts assignment of the Utility Agreement from Seller.
- (2). Midnight, June 30, 2004.

B. Purchaser may retain \$100,000 at closing as security for Seller's obligation to provide service under the Utility Agreement and to pay Purchaser for the water and wastewater treatment it provides to Seller for resale under the Utility Agreement during the Service Period (collectively, "its obligations"). Seller may substitute and maintain a letter of credit in the amount of \$100,000.00 (the "Letter of Credit") in a form acceptable to Purchaser as security for its obligations during the Service Period in lieu of the amount withheld. In the event Seller defaults in its obligations, and the default is not caused by an act or omission of Purchaser, Purchaser may either reimburse itself in the amount of any damages suffered as a result of each breach by Seller's obligations out of the amount withheld or present a draft to the issuer of the letter of credit for the amount of any damages suffered as a result of each breach by Seller of its obligations together with a statement that the amount of the draft presented is due under this subparagraph of this Agreement.

C. Purchaser grants Seller an irrevocable license to use any easement Seller assigns Purchaser under this Agreement for Seller's use in providing service under the Utility Agreement during the Service Period.

**22. Survival.** The rights and obligations set forth in this Agreement shall survive the closing.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the date this Agreement is executed on behalf of Purchaser as indicated below.

[Corp. Seal]

SELLER:

REGENCY UTILITIES, INC.

Kimberly G. Cannon  
James B. Patis  
Witnesses

By: [Signature]  
Its President

PURCHASER:

JEA

Form Approved  
By: Lynette  
Asst Gen Counsel

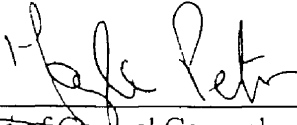
By: [Signature]  
Walter P. Bussells,  
Managing Director and  
Chief Executive Officer

Attest [Signature]  
Staff Support Assistant

Date of Execution by Purchaser:

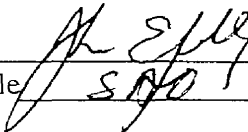
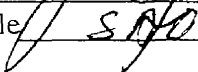
April 10, 2001

Form approved:



\_\_\_\_\_  
Office of General Counsel

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made to pay the monies provided therein to be paid.

By  \_\_\_\_\_  
Title  \_\_\_\_\_

**INDEX OF ATTACHMENTS TO**  
**WATER AND SEWER ASSET PURCHASE AGREEMENT**  
**REGENCY UTILITIES, INC.**

**Schedules:**

- A. – Service Area of Regency Utilities, Inc.
- B. – Description of assets to be purchased.
  - Appendix 1: Water and sewer facilities.
  - Appendix 2: List of easements acquired by Regency Utilities, Inc.
  - Appendix 3: List of fee simple properties acquired by Regency Utilities, Inc.
- C. – List of Regency Utilities, Inc.'s existing service connections.
- D. – List of Regency Utilities, Inc.'s existing Service Agreements.
- E. – List and copies of Regency Utilities, Inc.'s existing Cost Recovery Agreements.
- F. – List and copies of current or active permits, applications or other documents between Regency Utilities, Inc. and all applicable Federal, State and local governmental authorities.

**Exhibit:**

- A. – Escrow Agreement
- B. – Undocumented Easements and Costs
- C. – Engineer's Report on the Fire Protection System and Engineer's Report on Potable Water System



## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of REGENCY UTILITIES, INC., for certificates to operate a water and sewer utility in DUVAL County, Fla.	) DOCKETS NOS. 74425-W ) & 74426-S ) ORDER NO. 6448
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The following Commissioners participated in the disposition of this matter:

WILLIAM H. BEVIS, CHAIRMAN  
WILLIAM T. MAYO  
PAULA F. HAWKINS

O R D E R

BY THE COMMISSION:

Subsection 367.171(1)(b), Florida Statutes, 1971, provides in part that any utility engaged in the operation or construction of a system shall be entitled to receive a certificate for the area served if the utility will make application and file with this Commission a system map, description of the area served and appropriate filing fee.

Regency Utilities, Inc., has made application for certificates to operate its existing water and sewer systems in Duval County. The officers of the corporation are as follows: Martin Stein, President and Joan W. Stein, Secretary. We have examined the application and find it to be in substantial compliance with the law. It is, therefore,

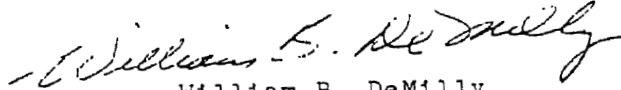
ORDERED by the Florida Public Service Commission that Water Certificate Number 197-W and Sewer Certificate Number 143-S be and are hereby granted to Regency Utilities, Inc., No. 1 Regency Square, 9501 Arlington Expressway, Jacksonville, Florida 32211, for the following described territory in Duval County, Florida.

Sections 13, 14 and 24, Township 2 South, Range 27 East and Sections 18 and 19, Township 2 South, Range 28 East, Jacksonville, Duval County, Florida.

Commence at the Southwest corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 13, Township 2 South, Range 27 East; said point being on the centerline of Mill Creek Road, more or less (County Road No. 617, a 60-foot established right-of-way); from the point thus described, go East on the South line of the Northwest  $\frac{1}{4}$  of said Section 13 to the East right-of-way line of Mill Creek Road (County Road No. 617) and the Point of Beginning; from the Point of Beginning thence continue East along the South line of the Northwest  $\frac{1}{4}$  of Section 13 to the Southeast corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 13; thence South along the centerline of the Southwest  $\frac{1}{4}$  of said Section 13 to the intersection of said centerline and the North right-of-way line of Regency Square Boulevard (County Road No. 4133, an established 100 foot right-of-way); thence East along said North right-of-way line of Regency Square Boulevard (County Road No. 4133)

to the intersection of said Northerly right-of-way line and the Easterly right-of-way line of Monument Road (State Road No. 113, an established right-of-way); thence Northerly along the Easterly right-of-way line of Monument Road (State Road No. 113) to the intersection of the East right-of-way line and the North boundary of the South  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 13; thence East on said North boundary to the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 13; said point also being the Southwest corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 18, Township 2 South, Range 28 East; thence continuing East on the East-West centerline of the Northwest  $\frac{1}{4}$  of said Section 18 to the West right-of-way line of Tresca Road (County Road No. 905, an established 50 foot right-of-way); thence South along said West right-of-way line to the intersection of the North right-of-way line of Atlantic Boulevard, an established right-of-way; thence Westerly along said North right-of-way line of Atlantic Boulevard to the intersection of the East right-of-way line of Mill Creek (County Road No. 617); thence Northerly along the East right-of-way line of Mill Creek Road to the Point of Beginning.

By Order of Chairman WILLIAM H. BEVIS, Commissioner WILLIAM T. MAYO, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 9th day of January, 1975.

  
William B. DeMilly  
ADMINISTRATIVE SECRETARY

( S E A L )

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of REGENCY UTILITIES, INC. for amendment of Water Certificate No. 197-W and Sewer Certificate No. 143-S In Duval County, Florida. Section 367.061, Florida Statutes.	)	DOCKET NO. 770504-WS (EX)
	)	ORDER NO. 8045

The following Commissioners participated in the disposition of this matter:

PAULA F. HAWKINS, Chairman  
WILLIAM T. MAYO  
WILLIAM H. BEVIS

ORDER EXTENDING CERTIFICATES

BY THE COMMISSION

On June 27, 1977, we received an application from Regency Utilities, Inc. for amendment of Water Certificate No. 197-W and and Sewer Certificate No. 143-S to include additional territory in Duval County, Florida.

The applicant has submitted proof of notification of the utilities registered with this Commission within ten miles of the area applied for and with the County Commissioners of Duval County, Florida, on January 6, 1977. Notice was published in the Financial News on January 18, 25 and February 1, 1977. No protests have been received by this Commission; and time for filing the same has expired. The appropriate filing fee has been paid.

We have examined the application and find it is in compliance with the law. It is, therefore,

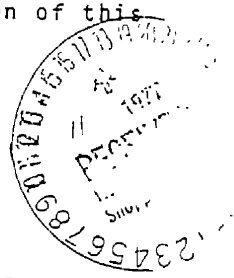
ORDERED by the Florida Public Service Commission that Water Certificate No. 197-W and Sewer Certificate No. 143-S held by Regency Utilities, Inc., 1 Regency Square, 9501 Arlington Expressway, Jacksonville, Florida 32211, be and are hereby amended to include the additional territories in Duval County, Florida, described as follows:

Township 2 South, Range 28 East, Duval County, Florida.

Section 18 & 19

From a POINT OF BEGINNING East 1410 feet more or less and South 150 feet more or less from the Northwest corner of said Section 19, said point also being the intersection of the East right-of-way of Tresca Road (County Road No. 905) and the Northern right-of-way of Atlantic Boulevard, said point also being the Southwest corner of Lot 1, Atlantic Boulevard Estates, Section One; thence North 82 degrees 08 minutes 30 seconds, along the Northern right-of-way of Atlantic Boulevard, 400 feet to the Southeast corner of Lot 4 of Atlantic Boulevard Estates, Section One; thence North 7 degrees 51 minutes 30 seconds West, 300 feet to the Northeast corner of said Lot 4; thence South 82 degrees 08 minutes 30 seconds West, 375 feet more or less to East right-of-way of Tresca Road; thence South 1 degree 52 minutes East, 301.64 feet to the POINT OF BEGINNING.

It is further

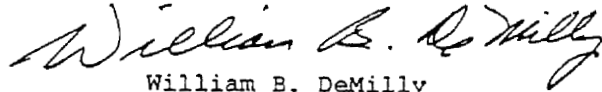


DOCKET NO. 770504-WS  
ORDER NO. 8045  
SHEET NO. TWO

ORDERED that Regency Utilities, Inc. shall submit Water Certificate No. 197-W and Sewer Certificate No. 143-S to this Commission within twenty (20) days of the date of this order for appropriate entries.

By Order of Chairman PAULA F. HAWKINS, Commissioner WILLIAM T. MAYO and Commissioner WILLIAM H. BEVIS, as and constituting the Florida Public Service Commission, this 16th day of November, 1977.

( S E A L )



William B. DeMilly  
COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of REGENCY UTILITIES, ) DOCKET NO. 800151-WS (EX)  
INC., for amendment of Certificate Nos. )  
143-S and 143-W to include territory in ) ORDER NO. 9518  
Duval County, Florida. ) ISSUED: 9-3-80

ORDER EXTENDING CERTIFICATE

BY THE COMMISSION:

On or about February 13, 1980, we received the application of Regency Utilities, Inc. for authority to amend Certificate Nos. 143-S and 143-W to include territory in Duval County, Florida.

The applicant has submitted proof of notification to the utilities registered with this Commission within ten miles of the area applied for on February 8, 1980, and to the County Commissioners of Duval County, Florida on February 8, 1980. Notice was published on January 24, 31, and February 7, 1980 in the Financial News and Daily Record, Jacksonville, Florida. No protest has been received by this Commission; the time for filing same has expired.

The appropriate filing fee has been paid. We have examined the application and find it to be in compliance with the law. It is, therefore,

ORDERED by the Florida Public Service Commission that Certificate Nos. 143-S and 143-W held by Regency Utilities, Inc., Suite 1200, Barnett Regency Tower, Jacksonville, Florida 32211, be and is hereby amended to include the additional territories in Duval County, Florida, as described in Exhibit "A" attached hereto and made a part thereof. It is further

ORDERED that the rates presently contained in the tariffs for Regency Utilities, Inc. will be applicable to service provided in this additional territory. It is further

ORDERED that Regency Utilities, Inc. shall submit Certificate Nos. 143-S and 143-W to this Commission within twenty (20) days of the date of this order for appropriate entries.

By Order of the Florida Public Service Commission, this 3rd day of September 1980.



Steve Tribble  
COMMISSION CLERK

( S E A L )

MMC

Martin     
Bart     
Hep   

F-7E

EXHIBIT "A"  
REGENCY UTILITIES, INC.  
DUVAL COUNTY

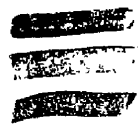


Township 2 South, Range 27 East

Section 13

A portion of Section 13, Jacksonville, Duval County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 13, lying in the approximate centerline of Mill Creek Road (County Road No. 617); thence Easterly and along the South line of the Northwest 1/4 of said Section 13, to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 13, also being the POINT OF BEGINNING; thence Southerly along the Westerly line of the Easterly 1/2 of the Southwest 1/4 of said Section 13, to the Northerly right of way line of Regency Square Boulevard (County Road No. 4133); thence Easterly along said Northerly right of way line, to the intersection with the Easterly right of way line of Monument Road (State Road No. 113); thence Northerly along said Easterly right of way line to an intersection with the northerly line of the Southeast 1/4 of said Section 13; thence Westerly along the Northerly line thereof, and along the Northerly line of the Southwest 1/4 of said Section 13, to the POINT OF BEGINNING.

1527 5-14  
416



- Order #6448
- Order #9518
- Order #8045
- Being Served Outside Ar.

SCHEDULE B

Appendix 1

Regency Utilities, Inc. - Water Plant Assets

Acct. #	Description	Cost	Accum.Deprec.	Net	Market Value
181.00	Capitalized Interest	25,623.78	-6,365.87	19,257.91	1,851.72
302.01	Franchises	1,421.75	-760.15	661.60	1,750,000.00
304.00	Structures/Improvement	285,386.45	-73,724.89	211,661.56	20,352.07
309.00	Raw Water Line	16,090.00	-1,896.10	14,193.90	1,364.80
310.00	Power Generator	58,707.44	-22,749.12	35,958.32	3,457.53
311.00	Pumping Equipment	250,761.27	-161,248.77	89,512.50	8,606.97
314.00	Wells	219,423.81	-55,919.17	163,504.64	15,721.60
320.00	Water Treatment Plant	15,818.45	-15,929.18	-110.73	-10.65
330.00	Distribution Reservoir	153,890.46	-39,103.57	114,786.89	11,037.20
343.00	Mains	722,728.86	-230,818.73	491,910.13	47,299.05
344.01	Fire Mains	162,684.50	-111,240.58	51,443.92	4,946.53
345.00	Services	218,118.09	-38,961.34	179,156.75	17,226.61
346.00	Meters	141,549.88	-91,077.97	50,471.91	4,853.07
348.00	Fire Hydrants	103,025.33	-8,271.63	94,753.70	9,110.93
348.10	Flushing Hydrants	<u>863.64</u>	<u>-167.99</u>	<u>695.65</u>	<u>66.89</u>
		2,376,093.71	-858,235.06	1,517,858.65	1,895,884.33

Sewer Plant Assets

181.01	Capitalized Interest	868.36		868.36	83.50
302.02	Franchises	400.00	-240.00	160.00	1,750,000.00
352.10	Force Mains	31,388.00	-4,733.40	26,654.60	2,563.19
352.20	Collection Mains	739,705.62	-291,652.11	448,053.51	43,107.92
352.30	Manholes	214,648.20	-59,342.17	155,306.03	14,934.71
353.00	Services	47,488.50	-9,972.26	37,516.24	3,607.68
362.00	Interceptor	26,346.69	-25,626.42	720.27	69.32
363.00	Lift Stations	141,662.48	-64,308.99	77,353.49	7,445.00
365.00	Flowmeter	3,165.20	-430.89	2,734.31	263.17
370.00	Sewer Meters	<u>454.06</u>	<u>-26.70</u>	<u>427.36</u>	<u>41.19</u>
364.00		1,206,127.11	-456,332.94	749,794.17	1,822,115.67

3,718,000.00



**PARCEL 4**  
**LAND FIRST, INC.—REGENCY EAST OFFICE PARK**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 3712, PAGE 1100, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE LYING AND BEING IN THE COUNTY OF DUVAL, STATE OF FLORIDA TO-WIT:

A PART OF GOVERNMENT LOT 16, SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, AND A PART OF GOVERNMENT LOT 5, SECTION 19, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 54 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 301.90 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD, STATE ROAD 10, AS NOW ESTABLISHED; THENCE NORTH 83 DEGREES 17 MINUTES 50 SECONDS EAST A DISTANCE OF 721.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD NORTH 83 DEGREES 17 MINUTES 50 SECONDS EAST, A DISTANCE OF 278.73 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 49 SECONDS WEST A DISTANCE OF 459.50 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 148 FEET THENCE NORTH 0 DEGREES 33 MINUTES 49 SECONDS WEST A DISTANCE OF 130 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 11 SECONDS WEST A DISTANCE OF 349.13 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 352.97 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 11 SECONDS EAST A DISTANCE OF 220.0 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 266.34 FEET TO THE POINT OF BEGINNING.

**PARCEL 5**  
**SOUTHERN BELL TELEPHONE & TELEGRAPH**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9679, PAGE 2038, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THE EASTERLY 20 FEET OF THE WESTERLY 50 FEET OF THE SOUTHERLY 265 FEET OF THE WESTERLY 600 FEET OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA. (BEING THE WESTERLY 20 FEET OF LANDS SURVEYED BY RICHARD P. CLARSON AND ASSOCIATES MARCH 12, 1973, SAID 20-FOOT STRIP ABUTTING MILL CREEK ROAD AND CONTAINING 0.12 ACRES, MORE OR LESS.)

**PARCEL 6  
REGENCY SQUARE PROPERTIES—  
EASEMENT AROUND OLD WTP SITE**

UTILITY EASEMENT RESERVED BY RS PROPERTIES, INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7439, PAGE 1364, AS TRANSFERRED TO REGENCY UTILITIES, INC. IN THAT CERTAIN UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 7621, PAGE 936, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**UTILITY EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 13, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED): THENCE SOUTH 89°45'21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 701.70 FEET; THENCE SOUTH 00°14'39" EAST, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD; THENCE NORTH 89°45'21" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 270.54 FEET; THENCE SOUTH 00°14'39" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'39" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 157.00 FEET; THENCE NORTH 00°14'39" WEST, A DISTANCE OF 135.00 FEET; THENCE NORTH 89°45'21" EAST, A DISTANCE OF 157.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 7**  
**SOUTHERN TOWNHOUSE—REGENCY WOOD CONDOMINIUMS**

EASEMENT CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4093, PAGE 466 OVER AND ACROSS THE COMMON AREAS OF REGENCY WOOD CONDOMINIUM, A CONDOMINIUM, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 456, TOGETHER WITH ALL EXHIBITS AND AMENDMENTS THERETO, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

**PARCEL 9**  
**DOBSON CHILDREN INTER VIVOS TRUST**  
**A- LINBEE 76-1 - CHANS/ARBYS**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 4416, PAGE 960, AS ASSIGNED IN O.R. BOOK 4416, PAGE 962, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHERLY 20 FEET OF LOT 3, ATLANTIC BOULEVARD ESTATES, SECTION 1, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

**PARCEL 11  
REGENCY UTILITIES, INC.—  
LINBEE 76-1—CHAN/ARBYS**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 4440, PAGE 471, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 20 FEET OF LOT 3, ATLANTIC BOULEVARD ESTATES, SECTION 1, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 91, OF THE CURRENT PUBLIC RECORD OF DUVAL COUNTY, FLORIDA, EXCEPT THE NORTH 20 FEET THEREOF.

**PARCEL 12**  
**ATLANTIC BANK**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 6089, PAGE 1883, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEASTERLY CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH 89°41'10" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 24, 1150.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MONUMENT ROAD (AS ESTABLISHED FOR A WIDTH OF 100 FEET); THENCE NORTH 00°18'50" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 864.77 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'50" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 139.22 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A 25 FOOT BY 25 FOOT CUTOFF BETWEEN THE WESTERLY RIGHT OF WAY LINE OF MONUMENT ROAD AND THE SOUTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD; THENCE NORTH 45°16'45" WEST, ALONG LAST SAID LINE, 29.72 FEET; THENCE SOUTH 0°18'50" EAST, PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF MONUMENT ROAD, AND 21 FEET THEREFROM AS MEASURED AT RIGHT ANGLES THERETO, 160.25 FEET; THENCE NORTH 89°41'10" EAST, 21 FEET TO THE POINT OF BEGINNING.

**PARCEL 13**  
**UNIVERSITY/MONUMENT ROAD LAND CO.—**  
**SPICEWOOD/CROSSING**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 6117, PAGE 1711, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, TOGETHER WITH A PART OF GOVERNMENT LOT 6, SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST ALL IN DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13, BEING ALSO THE NORTHWESTERLY CORNER OF SAID SECTION 18; THENCE SOUTH 00°33'56" EAST ALONG THE DIVIDING LINE BETWEEN SECTIONS 13 AND 18, A DISTANCE OF 1590.25 FEET, TO THE POINT OF BEGINNING. THENCE NORTH 89°48'52" EAST, 135.07 FEET; THENCE SOUTH 00°33'56" EAST, 848.91 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF A PROPOSED 100 FOOT RIGHT OF WAY, SAID POINT BEING IN A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF THE SAID PROPOSED 100 FOOT RIGHT OF WAY LINE ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 244.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°11'15" WEST, 241.16 FEET TO THE POINT OF A REVERSE CURVE TO THE RIGHT SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED 100 FOOT RIGHT OF WAY ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 190.40 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°13'47" WEST, 188.06 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED 100 FOOT RIGHT OF WAY SOUTH 89°48'52" WEST, 749.62 FEET, TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD (A 120 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 00°18'50" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD, 442.04 FEET, TO THE POINT OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3759.72 FEET; THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 523.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°40'42" EAST, 523.52 FEET; THENCE NORTH 89°48'52" EAST, 988.02 FEET, TO THE POINT OF BEGINNING.

CONTAINING 25.00 ACRES, MORE OR LESS.



**PARCEL 14**  
**EQUITY PARTICIPATIONS, INC.—**  
**STATE FARM OFF-SITE WATER AND SEWER**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 6178, PAGE 1533, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**10 FOOT SANITARY SEWER EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD NORTH (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF MILL CREEK ROAD; THENCE NORTH 89°47'40" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD NORTH, 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'40" EAST ALONG LAST SAID LINE, 1071.89 FEET; THENCE SOUTH 00°12'20" EAST, 10.00 FEET; THENCE SOUTH 89°47'40" WEST, 1081.72 FEET; THENCE SOUTH 01°08'46" EAST, 405.02 FEET; THENCE SOUTH 88°51'14" WEST, 10.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF MILL CREEK ROAD; THENCE NORTH 01°08'46" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 395.19 FEET; THENCE NORTH 44°19'27" EAST ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5626, PAGE 1248 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 28.05 FEET TO THE POINT OF BEGINNING.

**PARCEL 15**  
**THE ATRIUM OF JACKSONVILLE, LTD.**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 6295, PAGE 1163, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

20 FOOT SANITARY SEWER EASEMENT

SECTION I

A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA LYING RIGHT OF ADJOINING AND WITHIN 10.00 FEET AND LEFT OF ADJOINING AND WITHIN 10.00 FEET AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SECTION 18 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 135.07 FEET; THENCE NORTH 00°33'49" WEST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE OF SAID SECTION 18, 722.98 FEET; THENCE NORTH 89°26'11" EAST, 263.07 FEET; THENCE SOUTH 60°57'14" EAST, 107.30 FEET; THENCE NORTH 82°00'00" EAST, 161.65 FEET; THENCE SOUTH 78°00'00" EAST, 23.34 FEET; THENCE NORTH 12°00'00" EAST, 87.03 FEET; THENCE NORTH 81°34'40" EAST, 120.55 FEET; THENCE NORTH 64°31'35" EAST, 49.33 FEET; THENCE NORTH 89°30'00" EAST, 134.38 FEET; THENCE NORTH 00°50'34" WEST, 50.54 FEET; THENCE NORTH 01°10'42" WEST, 97.23 FEET; THENCE NORTH 21°04'32" WEST, 194.35 FEET; THENCE NORTH 54°04'01" EAST, 84.50 FEET; THENCE NORTH 02°00'44" WEST, 105.16 FEET; THENCE NORTH 88°08'00" EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°08'00" EAST, 45.00 FEET; THENCE NORTH 01°52'00" WEST, 199.07 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE NORTH 88°08'00" EAST, 301.11 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TRESCA DRIVE (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT HEREINAFTER REFERRED TO AS POINT OF TERMINATION NO. 1; THENCE RETURN TO REFERENCE POINT "A"; THENCE NORTH 11°08'00" EAST, 185.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT OF TERMINATION NO. 2, SAID LANDS BEING BOUNDED ON THE EAST BY A LINE BEARING SOUTH 01°52'00" EAST AND PASSING THROUGH POINT OF TERMINATION NO. 1, SAID LANDS BEING BOUNDED ON THE NORTH BY A LINE BEARING NORTH 89°45'21" EAST AND PASSING THROUGH POINT OF TERMINATION NO. 2, SAID LANDS BEING BOUNDED ON THE WEST BY A LINE BEARING SOUTH 02°00'44" EAST AND PASSING THROUGH THE POINT OF

BEGINNING, SAID LINE ALSO BEING THE EASTERLY LINE OF A 20 FOOT SANITARY SEWER EASEMENT.

IT IS THE INTENT OF THE ABOVE DESCRIPTION THAT THE SIDE LINES OF EACH COURSE BE LENGTHENED AND OR SHORTENED AS NECESSARY IN ORDER TO INTERSECT THE SIDELINES OF EACH IMMEDIATELY SUCCEEDING OR PRECEDING COURSE AS WELL AS TO EXTEND TO AND BE TERMINATED BY AS APPROPRIATE THE VARIOUS BOUNDARY LINES SO AS TO FORM A SINGLE CONTINUOUS PARCEL (20.00 FEET IN WIDTH).

## SECTION II

A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA LYING RIGHT OF ADJOINING AND WITHIN 10.00 FEET AND LEFT OF ADJOINING AND WITHIN 10.00 FEET AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SECTION 18 WITH THE NORTHERLY RIGHT-OF-WAY LINE REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 135.07 FEET; THENCE NORTH 00°33'49" WEST ALONG A LINE PARALLEL WITH SAID WESTERLY LINE OF SAID SECTION 18, 722.98 FEET; THENCE NORTH 89°26'11" EAST, 263.07 FEET, THENCE SOUTH 60°57'14" EAST, 107.30 FEET, THENCE NORTH 82°00'00" EAST, 161.65 FEET; THENCE SOUTH 78°00'00" EAST, 23.34 FEET; THENCE NORTH 12°00'00" EAST, 87.03 FEET; THENCE NORTH 81°34'40" EAST, 120.55 FEET; THENCE NORTH 64°31'35" EAST, 49.33 FEET, THENCE NORTH 89°30'00" EAST, 134.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°50'34" WEST, 50.54 FEET; THENCE NORTH 57°53'01" EAST, 43.49 FEET; THENCE NORTH 14°04'45" EAST, 96.95 FEET; THENCE NORTH 04°04'12" WEST, 308.57 FEET TO THE POINT OF TERMINATION, SAID LANDS BEING BOUNDED ON THE NORTH BY A LINE BEARING NORTH 88°08'00" EAST AND PASSING THROUGH THE POINT OF TERMINATION SAID LINE ALSO BEING THE SOUTHERLY LINE OF A 20 FOOT SANITARY SEWER EASEMENT, SAID LANDS BEING BOUNDED ON THE SOUTH BY A LINE BEARING NORTH 89°30'00" EAST AND PASSING THROUGH THE POINT OF BEGINNING.

IT IS THE INTENT OF THE ABOVE DESCRIPTION THAT THE SIDE LINES OF EACH COURSE BE LENGTHENED AND OR SHORTENED AS NECESSARY IN ORDER TO INTERSECT THE SIDELINES OF EACH IMMEDIATELY SUCCEEDING OR PRECEDING COURSE AS WELL AS TO EXTEND TO AND BE TERMINATED BY AS APPROPRIATE THE VARIOUS BOUNDARY LINES SO AS TO FORM A SINGLE CONTINUOUS PARCEL (20.00 FEET IN WIDTH).

**PARCEL 16  
SUNBANK/NORTH FLORIDA, N.A.**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 6521, PAGE 1109, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD (RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 00°18'50" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'21" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD A DISTANCE OF 15.00 FEET; THENCE NORTH 00°18'50" WEST ALONG A LINE PARALLEL WITH AND 15.00 FEET WEST OF WHEN MEASURED AT RIGHT ANGLES TO AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD A DISTANCE OF 165.00 FEET; THENCE NORTH 89°45'21" EAST ALONG A LINE TO ITS INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°18'50" EAST ALONG SAID WESTERLY RIGHT-OF-WAY OF MONUMENT ROAD A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 17  
THE REGENCY GROUP & SOUTHSIDE PROPERTIES  
CORP.-NORTH REGENCY TWO**

**REGENCY PARCEL (NR 3)**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 6976, PAGE 1964, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (COUNTY ROAD NO. 4133, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S.89°45'21"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD, A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE N.01°31'15"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 510.00 FEET; THENCE S.88°28'45"W., LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD A DISTANCE OF 244.71 FEET TO THE POINT OF BEGINNING; THENCE S.01°31'15"E., A DISTANCE OF 115.56 FEET; THENCE S.43°28'45"W., A DISTANCE A 141.42 FEET; THENCE S.88°28'45"W., A DISTANCE OF 300.60 FEET; THENCE S.00°14'39"E., A DISTANCE OF 70.00 FEET; THENCE S.89°45'21"W., A DISTANCE OF 180.75 FEET; THENCE N.44°56'14"W., TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR A DISTANCE OF 296.37 FEET; THENCE N.52°33'02"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 320.39 FEET; THENCE S.45°14'39"E., A DISTANCE OF 332.08 FEET; THENCE N.44°45'21"E., A DISTANCE OF 170.93 FEET; THENCE N.88°28'45"E., A DISTANCE OF 174.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.87 ACRES MORE OR LESS.

TOGETHER WITH:

**THE REGENCY GROUP & SOUTHSIDE PROPERTIES  
CORP.-NORTH REGENCY TWO**

A UTILITY EASEMENT FOR SANITARY SEWER AND WATER SERVICE.

THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S.55°17'56"W., 321.05 FEET; THENCE S.52°33'02"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 163.64 FEET; THENCE S.45°14'39"E., 332.08 FEET; THENCE N.44°45'21"E., 170.93 FEET; THENCE N.88°28'45"E., 418.84 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

**THE REGENCY GROUP & SOUTHSIDE PROPERTIES  
CORP.-NORTH REGENCY TWO**

**KINASHA PARCEL (NR 1)**

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL AND STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S.89°45'21"W., ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID REGENCY SQUARE BOULEVARD, 50.0 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) FOR THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING GO S.89°45'21"W., CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD, 652.0 FEET; THENCE N.00°14'39"W., 280.0 FEET; THENCE N.88°28'45"E., 300.60 FEET; THENCE N.43°28'45"E., 141.42 FEET; THENCE N.01°31'15"W., 115.54 FEET; THENCE N.88°28'45"E., 245.0 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID GILMORE HEIGHTS ROAD; THENCE S.01°31'15"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 510.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

**THE REGENCY GROUP & SOUTHSIDE PROPERTIES  
CORP.-NORTH REGENCY TWO**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST AND A PART OF THE FORMER RIGHT-OF-WAY OF REGENCY SQUARE BOULEVARD AS CLOSED BY ORDINANCE NO. 84-1014-559 AS RECORDED IN OFFICIAL RECORDS VOLUME 5866, PAGE 628 OF THE CURRENT PUBLIC RECORDS, ALL BEING IN DUVAL

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST. ALL BEING IN DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF SAID SECTION 13 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°45'21" WEST A DISTANCE OF 701.70 FEET; THENCE NORTH 00°14'39" WEST A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°45'21" WEST A DISTANCE OF 180.75 FEET; THENCE NORTH 44°56'14" WEST A DISTANCE OF 28.20 FEET; THENCE NORTH 89°45'21" EAST A DISTANCE OF 200.62 FEET; THENCE SOUTH 00°14'39" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING

TOGETHER WITH:

**THE REGENCY GROUP & SOUTHSIDE PROPERTIES  
CORP.-NORTH REGENCY TWO**

**NORTH REGENCY PARCEL (NR 2)**

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF DUVAL AND STATE OF FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S.89°45'21"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD, 50.0 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE N.01°31'15"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE, 510 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N.01°31'15"W., 297.00 FEET; THENCE S.88°28'45"W., 124.22 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 119 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 49.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING A DISTANCE OF S.76°28'11"W., 49.52 FEET TO A POINT ON SAID CURVE; THENCE N.45°14'39"W., ALONG A NON-TANGENT LINE, 190.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR; THENCE S.63°46'52"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 73.24 FEET;

COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°45'21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 877.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'39" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°45'21" WEST A DISTANCE OF 774.24 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE, SAID CURVE LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5673.58 FEET AN ARC DISTANCE OF 374.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°00'06" EAST, 374.27 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 89°47'28" EAST ALONG LAST SAID LINE, A DISTANCE OF 39.55 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE NORTH 01°00'05" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 32.40 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE, SAID CURVE LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5671.58 FEET, AN ARC DISTANCE OF 212.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°28'39" EAST, 212.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°33'08" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.00 FEET TO A POINT; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, SOUTH 44°56'14" EAST A DISTANCE OF 296.37 FEET; THENCE NORTH 89°45'21" EAST A DISTANCE OF 180.75 FEET; THENCE SOUTH 00°14'39" EAST A DISTANCE OF 210.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD; THENCE SOUTH 89°45'21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.75 FEET TO THE POINT OF BEGINNING.



**PARCEL 18**  
**D.W. TREDINICK -ON TARGET PROPERTY**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7173, PAGE 0644, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**5 FOOT WATER LINE EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $01^{\circ}31'15''$  WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 971.62 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AS RECORDED IN OFFICIAL RECORDS VOLUME 6437, PAGE 1168 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 39.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $44^{\circ}08'41''$  EAST AND A CHORD DISTANCE OF 35.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $89^{\circ}48'37''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.73 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 653.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 408.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}52'25''$  EAST AND A CHORD DISTANCE OF 402.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $53^{\circ}56'13''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 291.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $53^{\circ}56'13''$  EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.56 FEET; THENCE NORTH  $89^{\circ}39'30''$  EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD NO. S-113 (A RIGHT-OF-WAY OF VARYING WIDTH) A DISTANCE OF 619.29 FEET; THENCE SOUTH  $00^{\circ}20'30''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 5.00 FEET; THENCE SOUTH  $89^{\circ}39'30''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD A DISTANCE OF 626.24 FEET TO THE POINT OF BEGINNING.

035527/0145

CONTAINING BY CALCULATIONS PERFORMED BY NORTHEAST FLORIDA  
SURVEYORS, DATED AUGUST 21, 1991. 0.07 ACRES MORE OR LESS.

## PARCEL 19

DOCUMENT 8 EASEMENT 'A'

15 FOOT WATERLINE EASEMENT

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $01^{\circ}31'15''$  WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 971.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AS RECORDED IN OFFICIAL RECORDS VOLUME 6437, PAGE 1168 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $44^{\circ}08'41''$  EAST AND A CHORD DISTANCE OF 35.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $89^{\circ}48'37''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.73 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 653.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 408.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}52'25''$  EAST AND A CHORD DISTANCE OF 402.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $53^{\circ}56'13''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 146.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $53^{\circ}56'13''$  EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 144.95 FEET; THENCE NORTH  $89^{\circ}39'30''$  EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A LINE TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 626.24 FEET; THENCE SOUTH  $00^{\circ}20'30''$  EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH  $89^{\circ}39'30''$  WEST LEAVING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.50 FEET; THENCE SOUTH  $00^{\circ}20'30''$  EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH  $89^{\circ}39'30''$  WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH  $00^{\circ}20'30''$  WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH  $89^{\circ}39'30''$  WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH  $00^{\circ}20'30''$  EAST, A DISTANCE OF 10.00 FEET;

TANGENCY OF SAID CURVE; THENCE NORTH 53°56'13" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.18 FEET; THENCE SOUTH 36°03'46" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 70.12 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°33'03" EAST AND A CHORD DISTANCE OF 28.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°02'22" EAST, A DISTANCE OF 156.64 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 146.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°41'24" WEST AND A CHORD DISTANCE OF 174.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 00°20'29" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°39'31" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 00°20'29" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°39'31" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, INC., DATED MARCH 25, 1991, 525 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

DOCUMENT 7

REVISION 1 SEPTEMBER 13, 1991

15 FOOT SANITARY SEWER EASEMENT FROM TARGET TRACT TO SEWER CONNECTION

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 1117.85 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°20'30" WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 215.00 FEET TO THE

THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 63.91 FEET; THENCE SOUTH 53°56'13" WEST, A DISTANCE OF 140.12 FEET; THENCE NORTH 36°03'46" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, INC., DATED MARCH 25, 1991, 0.28 ACRES MORE OR LESS.

TOGETHER WITH:

DOCUMENT 8 EASEMENT 'B'

15 FOOT WATERLINE EASEMENT

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 971.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AS RECORDED IN OFFICIAL RECORDS VOLUME 6437, PAGE 1168 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°08'41" EAST AND A CHORD DISTANCE OF 35.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°48'37" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.73 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 653.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 408.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°52'25" EAST AND A CHORD DISTANCE OF 402.27 FEET TO THE POINT OF

NORTHWEST CORNER THEREOF; THENCE NORTH 89°45'21" EAST ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 200.00 FEET TO A POINT LYING 15.00 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD NO. S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00°20'30" WEST ALONG A LINE PARALLEL WITH AND LYING 15.00 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 285.70 FEET; THENCE NORTH 50°16'14" WEST A DISTANCE OF 36.44 FEET; THENCE NORTH 89°39'30" EAST A DISTANCE OF 23.30 FEET; THENCE SOUTH 50°16'14" EAST A DISTANCE OF 25.60 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 292.71 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679; THENCE SOUTH 89°45'21" WEST ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS DATED SEPTEMBER 13, 1991, 0.11 ACRES MORE OR LESS.

**TOGETHER WITH:**

DOCUMENT 9

REVISION 2 — SEPTEMBER 13, 1991

15 FOOT SANITARY SEWER EASEMENT TARGET SITE

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 1117.85 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°20'30" WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°45'21" EAST ALONG THE

NORTHERLY LINE OF SAID LANDS TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 215.00 FEET; THENCE NORTH 00°20'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 309.18 FEET; THENCE SOUTH 89°39'30" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 19.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°39'30" WEST A DISTANCE OF 23.30 FEET; THENCE NORTH 50°16'14" WEST A DISTANCE OF 353.35 FEET; THENCE NORTH 84°18'26" WEST A DISTANCE OF 66.72 FEET; THENCE NORTH 45°16'01" WEST A DISTANCE OF 175.20 FEET; THENCE NORTH 00°29'59" WEST A DISTANCE OF 134.10 FEET; THENCE NORTH 39°2'58" WEST A DISTANCE OF 131.64 FEET; THENCE NORTH 30°09'45" EAST A DISTANCE OF 200.50 FEET; THENCE NORTH 89°39'30" EAST A DISTANCE OF 17.41 FEET; THENCE SOUTH 30°09'45" WEST A DISTANCE OF 198.95 FEET; THENCE SOUTH 39°12'58" EAST A DISTANCE OF 126.53 FEET; THENCE SOUTH 00°29'59" EAST A DISTANCE OF 133.19 FEET; THENCE SOUTH 45°16'01" EAST A DISTANCE OF 163.70 FEET; THENCE SOUTH 84°18'26" EAST A DISTANCE OF 66.00 FEET; THENCE SOUTH 50°16'14" EAST A DISTANCE OF 375.77 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED SEPTEMBER 13, 1991, 0.34 ACRES MORE OR LESS.

**TOGETHER WITH:**

DOCUMENT 9A

REVISION 1 SEPTEMBER 13, 1991

15 FOOT SANITARY SEWER EASEMENT TARGET SITE

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 1117.85 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°20'30" WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 215.00 FEET TO THE

NORTHWEST CORNER THEREOF; THENCE NORTH 89°45'21" EAST ALONG THE NORTHERLY LINE OF SAID LANDS TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 215.00 FEET; THENCE NORTH 00°20'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 527.19 FEET; THENCE NORTH 89°39'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°20'30" WEST ALONG A LINE PARALLEL WITH AND LYING 15.00 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 178.08 FEET; THENCE NORTH 12°14'02" WEST A DISTANCE OF 338.69 FEET; THENCE SOUTH 89°17'35" WEST A DISTANCE OF 171.74 FEET; THENCE NORTH 00°42'25" WEST A DISTANCE OF 41.43 FEET; THENCE NORTH 89°39'30" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°42'25" EAST A DISTANCE OF 26.34 FEET; THENCE NORTH 89°17'35" EAST A DISTANCE OF 168.99 FEET; THENCE SOUTH 12°14'02" EAST, A DISTANCE OF 352.50 FEET TO A POINT LYING ON SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 179.65 FEET; THENCE SOUTH 89°39'30" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED SEPTEMBER 13, 1991, 0.27 ACRES MORE OR LESS.



**PARCEL 20**  
**DAYTON HUDSON CORP. - CORRECTIVE GRANT OF EASEMENT**

EASEMENTS CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7080, PAGE 471, AS CORRECTED IN O.R. BOOK 7257, PAGE 696, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**EASEMENT 'A'**

**15 FOOT WATERLINE EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $01^{\circ}31'15''$  WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 971.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AS RECORDED IN OFFICIAL RECORDS VOLUME 6437, PAGE 1168 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $44^{\circ}08'41''$  EAST AND A CHORD DISTANCE 35.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $89^{\circ}48'37''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.73 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 653.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 408.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}52'25''$  EAST AND A CHORD DISTANCE OF 402.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $53^{\circ}56'13''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 146.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $53^{\circ}56'13''$  EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 144.95 FEET; THENCE NORTH  $89^{\circ}39'30''$  EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A LINE TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 626.24 FEET; THENCE SOUTH  $00^{\circ}20'30''$  EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH  $89^{\circ}39'30''$

WEST LEAVING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.50 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 63.91 FEET; THENCE SOUTH 53°56'13" WEST, A DISTANCE OF 140.12 FEET; THENCE NORTH 36°03'46" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, INC., DATED MARCH 25, 1991, 0.28 ACRES MORE OR LESS.

TOGETHER WITH:

EASEMENT 'B'

REVISION 1, OCTOBER 24, 1991

15 FOOT WATERLINE EASEMENT

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 971.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AS RECORDED IN OFFICIAL RECORDS VOLUME 6437, PAGE 1168 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°08'41" EAST AND A CHORD DISTANCE OF 35.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°48'37" EAST

CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.73 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 653.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 408.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}52'25''$  EAST AND A CHORD DISTANCE OF 402.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $53^{\circ}56'13''$  EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.18 FEET; THENCE SOUTH  $36^{\circ}03'46''$  EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 70.12 FEET TO THE POINT OF CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $26^{\circ}33'03''$  EAST AND A CHORD DISTANCE OF 28.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $17^{\circ}02'22''$  EAST, A DISTANCE OF 156.64 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 146.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $26^{\circ}41'57''$  EAST AND A CHORD DISTANCE OF 49.17 FEET TO THE END OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 133.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $65^{\circ}17'19''$  EAST AND A CHORD DISTANCE OF 130.80 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ}20'29''$  WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH  $89^{\circ}39'31''$  EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH  $00^{\circ}20'29''$  EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH  $89^{\circ}39'31''$  WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED OCTOBER 24, 1991, 525 SQUARE FEET MORE OR LESS.

**PARCEL 21**  
**DAYTON HUDSON CORP. - CORRECTIVE GRANT OF EASEMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7080, PAGE 477, AS CORRECTED IN O.R. BOOK 7257, PAGE 679, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

REVISION 2 — SEPTEMBER 13, 1991

**15 FOOT SANITARY SEWER EASEMENT TARGET SITE**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 1117.85 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°20'30" WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°45'21" EAST ALONG THE NORTHERLY LINE OF SAID LANDS TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 215.00 FEET; THENCE NORTH 00°20'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 309.18 FEET; THENCE SOUTH 89°39'30" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 19.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°39'30" WEST A DISTANCE OF 23.30 FEET; THENCE NORTH 50°16'14" WEST A DISTANCE OF 353.35 FEET; THENCE NORTH 84°18'26" WEST A DISTANCE OF 66.72 FEET; THENCE NORTH 45°16'01" WEST A DISTANCE OF 175.20 FEET; THENCE NORTH 00°29'59" WEST A DISTANCE OF 134.10 FEET; THENCE NORTH 39°12'58" WEST A DISTANCE OF 131.64 FEET; THENCE NORTH 30°09'45" EAST A DISTANCE OF 200.50 FEET; THENCE NORTH 89°39'30" EAST A DISTANCE OF 17.41 FEET; THENCE SOUTH 30°09'45" WEST A DISTANCE OF 198.95 FEET; THENCE SOUTH 39°12'58" EAST A DISTANCE OF 126.53 FEET; THENCE SOUTH 00°29'59" EAST A DISTANCE OF 133.19 FEET; THENCE SOUTH 45°16'01" EAST A DISTANCE OF 163.70 FEET; THENCE SOUTH 84°18'26" EAST A DISTANCE OF 66.00 FEET; THENCE SOUTH 50°16'14" EAST A DISTANCE OF 375.77 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED SEPTEMBER 13, 1991, 0.34 ACRES MORE OR LESS.

REVISION I — SEPTEMBER 13, 1991

15 FOOT SANITARY SEWER EASEMENT TARGET SITE

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL, COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $89^{\circ}45'21''$  EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 1117.85 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH  $00^{\circ}20'30''$  WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH  $89^{\circ}45'21''$  EAST ALONG THE NORTHERLY LINE OF SAID LANDS TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 215.00 FEET; THENCE NORTH  $00^{\circ}20'30''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 527.19 FEET; THENCE NORTH  $89^{\circ}39'30''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ}20'30''$  WEST ALONG A LINE PARALLEL WITH AND LYING 15.00 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 178.08 FEET; THENCE NORTH  $12^{\circ}14'02''$  WEST A DISTANCE OF 338.69 FEET; THENCE SOUTH  $89^{\circ}17'35''$  WEST A DISTANCE OF 171.74 FEET; THENCE NORTH  $00^{\circ}42'25''$  WEST A DISTANCE OF 41.43 FEET; THENCE NORTH  $89^{\circ}39'30''$  EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH  $00^{\circ}42'25''$  EAST A DISTANCE OF 26.34 FEET; THENCE NORTH  $89^{\circ}17'35''$  EAST A DISTANCE OF 168.99 FEET; THENCE SOUTH  $12^{\circ}14'02''$  EAST A DISTANCE OF 352.50 FEET TO A POINT LYING ON SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD; THENCE SOUTH  $00^{\circ}20'30''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 179.65 FEET; THENCE SOUTH  $89^{\circ}39'30''$  WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED SEPTEMBER 13, 1991, 0.27 ACRES MORE OR LESS.

**PARCEL 22****D. W. TREDINICK & BERTHA U. ABESS - CORRECTIVE GRANT OF EASEMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7080, PAGE 466, AS CORRECTED IN O.R. BOOK 7257, PAGE 685, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

15 FOOT SANITARY SEWER EASEMENT FROM TARGET TRACT TO SEWER CONNECTION

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 1117.85 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°20' 30" WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°45'21" EAST ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 200.00 FEET TO A POINT LYING 15.00 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, STATE ROAD NO. S-113 (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00°20'30" WEST ALONG A LINE PARALLEL WITH AND LYING 15.00 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD, A DISTANCE OF 285.70 FEET; THENCE NORTH 50°16'14" WEST A DISTANCE OF 36.44 FEET; THENCE NORTH 89°39'30" EAST A DISTANCE OF 23.30 FEET; THENCE SOUTH 50°16'14" EAST A DISTANCE OF 25.60 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 292.71 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 6321, PAGE 1679; THENCE SOUTH 89°45'21" WEST ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 15.00 TO THE POINT BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED SEPTEMBER 13, 1991, 0.11 ACRES MORE OR LESS.

**PARCEL 23**  
**D.W. TREDINICK & BERTHA U. ABESS --**  
**CORRECTIVE GRANT OF EASEMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7080, PAGE 460, AS CORRECTED IN O.R. BOOK 7257, PAGE 690, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

15 FOOT WATERLINE EASEMENT

REVISION 2, OCTOBER 24, 1991

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 971.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AS RECORDED IN OFFICIAL RECORDS VOLUME 6437, PAGE 1168 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°08'41" EAST AND A CHORD DISTANCE OF 35.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°48'37" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.73 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 653.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 408.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°52'25" EAST AND A CHORD DISTANCE OF 402.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'13" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53°56'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 46.50 FEET; THENCE SOUTH 36°03'46" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 53°56'13" WEST, A DISTANCE OF 31.50 FEET; THENCE SOUTH 36°03'46" EAST, A DISTANCE OF 55.12 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF

100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°33'03" EAST AND A CHORD DISTANCE OF 33.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°02'22" EAST, A DISTANCE OF 156.64 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 131.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°28'57" EAST AND A CHORD DISTANCE OF 43.15 FEET TO END OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 165.00 FEET, AN ARC DISTANCE OF 120.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°17'33" EAST AND A CHORD DISTANCE OF 118.05 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°20'28" EAST, A DISTANCE OF 15.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 133.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°17'19" WEST AND A CHORD DISTANCE OF 130.80 FEET TO THE END OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 146.50 FEET, AN ARC DISTANCE OF 48.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°41'57" WEST AND A CHORD DISTANCE OF 49.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°02'22" WEST, A DISTANCE OF 156.64 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°33'03" WEST AND A CHORD DISTANCE OF 28.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 36°03'46" WEST, A DISTANCE OF 70.12 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, INC., DATED MARCH 25, 1991, 0.16 ACRES, MORE OR LESS.



**PARCEL 24**  
**RS PROPERTIES, INC. - AMC THEATER**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST AND A PART OF THE FORMER RIGHT-OF-WAY OF REGENCY SQUARE BOULEVARD AS CLOSED BY ORDINANCE NO. 84-1014-559 AS RECORDED IN OFFICIAL RECORDS VOLUME 5066, PAGE 628 OF THE CURRENT PUBLIC RECORDS, ALL BEING IN DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°45'21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 877.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'39" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°45'21" WEST A DISTANCE OF 774.24 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE, SAID CURVE LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5673.58 FEET AN ARC DISTANCE OF 374.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°00'06" EAST, 374.27 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 89°47'28" EAST ALONG LAST SAID LINE, A DISTANCE OF 39.55 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE NORTH 01°00'05" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 32.40 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE, SAID CURVE LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5673.58 FEET, AN ARC DISTANCE OF 212.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°28'39" EAST, 212.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°33'08" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 95.00 FEET TO A POINT; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, SOUTH 44°56'14" EAST A DISTANCE OF 296.37 FEET; THENCE NORTH 89°45'21" EAST A DISTANCE OF 180.75 FEET; THENCE SOUTH 00°14'39" EAST A DISTANCE OF 210.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD; THENCE

SOUTH 89°45'21' WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.75 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

**AMC THEATER SITE - UTILITY EASEMENT A**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (COUNTY ROAD NO. 4133, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE SOUTH 89°45'21" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD, A DISTANCE OF 701.70 FEET; THENCE NORTH 00°14'39" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°14'39" WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 89°45'21" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°14'39" EAST, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 140 SQUARE FEET MORE OR LESS.

**TOGETHER WITH:**

**AMC THEATER SITE - UTILITY EASEMENT B**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (COUNTY ROAD NO. 4133, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE SOUTH 89°45'21" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD, A DISTANCE OF 701.70 FEET; THENCE NORTH 00°14'39" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 119.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°25'21" WEST, A DISTANCE OF 152.71 FEET; THENCE NORTH 47°34'39" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 42°25'21" EAST, A DISTANCE OF 134.28 FEET;

THENCE NORTH 89°45'21" EAST, A DISTANCE OF 27.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 2870 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

**AMC THEATER SITE - UTILITY EASEMENT C**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (COUNTY ROAD NO. 4133, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE SOUTH 89°45'21" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD, A DISTANCE OF 701.70 FEET; THENCE NORTH 00°14'39" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°14'39" WEST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 93.23 FEET; THENCE SOUTH 42°25'21" WEST, A DISTANCE OF 9.52 FEET; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 27.20 FEET; THENCE NORTH 42°25'21" EAST, A DISTANCE OF 36.72 FEET; THENCE NORTH 89°45'21" EAST, A DISTANCE OF 102.00 FEET; THENCE NORTH 00°14'39" WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 89°45'21" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°14'39" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3615 SQUARE FEET MORE OR LESS.

**PARCEL 25**  
**REGENCY RETAIL INVESTORS - PACE WAREHOUSE**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7257, PAGE 704, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 89-41-10 WEST ALONG THE SOUTH LINE THEREOF, 50.49 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST RIGHT-OF-WAY LINE OF LIBRARY ROAD (A 100 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 00-33-49 WEST ALONG SAID SOUTHERLY PROLONGATION, 60.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF FIRST FEDERAL DRIVE (A 60 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE CONTINUE NORTH 00-33-49 WEST ALONG THE WEST RIGHT-OF-WAY LINE OF LIBRARY ROAD, 290.00 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 89-41-10 WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 998.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF MONUMENT ROAD (A 100 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 00-18-50 WEST ALONG SAID EAST LINE, 478.99 FEET; THENCE NORTH 89-45-21 EAST, 727.53 FEET; THENCE NORTH 00-18-50 WEST, 200.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 89-45-21 EAST ALONG SAID SOUTH LINE, 267.70 FEET TO THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF LIBRARY ROAD; THENCE SOUTH 00-33-49 EAST ALONG SAID WEST LINE, 677.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.182 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

**PARCEL 26**  
**PRUDENTIAL HEALTH CARE PLAN, INC.**  
**UTILITY EASEMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7431, PAGE 865, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF A LIMITED ACCESS RIGHT-OF-WAY OF SOUTHSIDE BOULEVARD CONNECTOR (STATE ROAD NO. 115) WITH THE SOUTH RIGHT-OF-WAY LINE OF NEW REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89 DEGREES, 47 MINUTES, 40 SECONDS WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID NEW REGENCY SQUARE BOULEVARD, A DISTANCE OF 280.67 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 49 MINUTES, 59 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89 DEGREES, 47 MINUTES, 40 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES, 49 MINUTES, 59 SECONDS WEST, A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF NEW REGENCY SQUARE BOULEVARD; THENCE NORTH 89 DEGREES, 47 MINUTES, 40 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; CONTAINING 300 SQUARE FEET, MORE OR LESS.

**PARCEL 27**  
**(Revised)**  
**RS PROPERTIES, INC. - REGENCY MALL**  
**(7621/936)**

EASEMENTS GRANTED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7621, PAGE 936, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

REGENCY MALL, WHICH LAND IS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 7072, PAGE 0796 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WHICH DESCRIPTION INCLUDES EASEMENTS GRANTED IN THE FOLLOWING DOCUMENTS:

1. EASEMENTS GRANTED IN SECTION \_\_\_\_\_ OF THAT CERTAIN REGENCY SQUARE OPERATING AGREEMENT FROM J.B. IVEY AND COMPANY DATED OCTOBER 12, 1979, RECORDED IN O.R. 5058, PAGE 665, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA;
2. EASEMENTS GRANTED IN SECTION 7.01(b) OF THAT CERTAIN REGENCY SQUARE OPERATING AGREEMENT FROM SEARS, ROEBUCK & CO. DATED DECEMBER 20, 1979, RECORDED IN O.R. 5342, PAGE 868, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; AND
3. EASEMENTS GRANTED IN SECTION 2.3A.(ii) OF THAT CERTAIN OPERATING AGREEMENT BETWEEN RS PROPERTIES, INC. AND DEPARTMENT STORES, INC. DATED OCTOBER 23, 1992 AND RECORDED IN O.R. BOOK 7439, PAGE 1371, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

**PARCEL 28****BOBBY W. DEASON, JR. & LISA DEASON --  
DEASON DENTAL**

EASEMENTS CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7668, PAGE 100, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7353, PAGE 199 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7353, PAGE 199, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF MILL CREEK ROAD, COUNTY ROAD NO. 617 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°47'28" EAST ALONG THE NORTH LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7353, PAGE 199, A DISTANCE OF 10.00 FEET; THENCE SOUTH 05°14'04" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7353, PAGE 199, A DISTANCE OF 145.52 FEET; THENCE SOUTH 89°47'28" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 26.34 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER LYING ON SAID EASTERLY RIGHT-OF-WAY LINE OF MILL CREEK ROAD; THENCE NORTH 01°12'35" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF MILL CREEK ROAD, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED JULY 24, 1992, 0.06 ACRES MORE OR LESS.

**PARCEL 29**  
**ARIZONA FUNDING CORPORATION – PETSMART, INC.**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8121, PAGE 1284, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**EASEMENT A**

**WATER LINE EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD. COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 836.25 FEET; THENCE NORTH 00°20'30' WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 475.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°20'30' WEST ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A" OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°54'45" EAST LEAVING SAID WESTERLY LINE, A DISTANCE OF 241.01 FEET; THENCE SOUTH 00°20'30' EAST, A DISTANCE OF 17.94 FEET; THENCE NORTH 89°54'45" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°20'30" WEST, A DISTANCE OF 2.94 FEET; THENCE NORTH 89°54'45" WEST, A DISTANCE OF 226.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.

**TOGETHER WITH:**

**EASEMENT B**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21 EAST ALONG SAID NORTHERLY RIGHT-



OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 836.25 FEET; THENCE NORTH 00°20'30" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD A DISTANCE OF 230.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°20'30" WEST ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A" OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°39'38" EAST LEAVING SAID WESTERLY LINE, A DISTANCE OF 268.07 FEET; THENCE SOUTH 00°20'22" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°39'38" WEST, A DISTANCE OF 267.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES MORE OR LESS.

TOGETHER WITH:

**EASEMENT C**  
WATER LINE EASEMENT

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 836.25 FEET; THENCE NORTH 00°20'30" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 384.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°20'30" WEST ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A" OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 27.15 FEET; THENCE SOUTH 85°26'16" EAST LEAVING SAID WESTERLY LINE, A DISTANCE OF 65.39 FEET, THENCE SOUTH 00°30'02" EAST, A DISTANCE OF 15.06 FEET; THENCE NORTH 85°26'16" WEST, A DISTANCE OF 40.34 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 9.95 FEET; THENCE SOUTH 89°39'30" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

TOGETHER WITH:

**EASEMENT D**  
**SANITARY SEWER EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD. COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 836.25 FEET; THENCE NORTH 00°20'30" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 215.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A" OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°20'30 WEST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 20.79 FEET; THENCE NORTH 89°44'53" EAST LEAVING SAID WESTERLY LINE, A DISTANCE OF 496.60 FEET; THENCE SOUTH 00°20'30" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 20.86 FEET; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 496.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.24 ACRES MORE OR LESS.

**PARCEL 30**  
**D.W. TREDINICK & BERTHA U. ABESS -**  
**CORRECTED GRANT OF EASEMENT**

EASEMENTS CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8112, PAGE 2439, AS CORRECTED IN O.R. BOOK 8131, PAGE 1763, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**WATER LINE EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 797.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°34'34" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 490.84 FEET; THENCE SOUTH 89°54'45" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A", A DISTANCE OF 41.01 FEET; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°54'45" WEST LEAVING SAID WESTERLY LINE, A DISTANCE OF 25.95 FEET; THENCE SOUTH 00°34'34" WEST, A DISTANCE OF 61.59 FEET; THENCE SOUTH 85°26'16" EAST ALONG A LINE TO ITS INTERSECTION WITH SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A", A DISTANCE OF 25.79 FEET; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 27.15 FEET; THENCE SOUTH 89°39'30" WEST LEAVING SAID WESTERLY LINE, A DISTANCE OF 25.57 FEET; THENCE SOUTH 00°34'34" EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 89°39'30" EAST ALONG A LINE TO ITS INTERSECTION WITH SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A", A DISTANCE OF 25.56 FEET; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°39'30" WEST LEAVING SAID WESTERLY LINE, A DISTANCE OF 25.49 FEET; THENCE SOUTH 00°34'34" EAST A DISTANCE OF 120.08 FEET; THENCE SOUTH 89°39'38" EAST ALONG A LINE TO ITS INTERSECTION WITH SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A", A DISTANCE OF 25.01 FEET; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY LINE A

DISTANCE OF 15.00 FEET; THENCE N 89°39'38" WEST LEAVING SAID WESTERLY LINE A DISTANCE OF 24.94 FEET; THENCE SOUTH 00°34'34" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 230.72 FEET; THENCE SOUTH 89°45'21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.21 ACRES MORE OR LESS.

TOGETHER WITH:

SANITARY SEWER EASEMENT

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 836.25 FEET; THENCE NORTH 00°20'30" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 215.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A" OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE SOUTH 89°45'04" WEST, A DISTANCE OF 46.02 FEET; THENCE NORTH 00°14'40" WEST, A DISTANCE OF 20.79 FEET; THENCE NORTH 89°44'53" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 7980, PAGE 2010, EXHIBIT "A", A DISTANCE OF 45.99 FEET; THENCE SOUTH 00°20'30" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 20.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES MORE OR LESS

**PARCEL 31**  
**HOME DEPOT U.S.A., INC.**

EASEMENTS CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8236, PAGE 994, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**SANITARY SEWER EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 789.86 FEET; THENCE NORTH 00°14'40" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 214.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'04" WEST, A DISTANCE OF 579.65 FEET; THENCE SOUTH 89°45'21" WEST, A DISTANCE OF 6.60 FEET; THENCE NORTH 00°14'52" WEST, A DISTANCE OF 15.01 FEET; THENCE NORTH 89°45'08" EAST, A DISTANCE OF 224.11 FEET; THENCE NORTH 00°14'52" WEST, A DISTANCE OF 330.70 FEET; THENCE NORTH 07°55'39" EAST, A DISTANCE OF 433.62 FEET; THENCE SOUTH 82°04'21" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 07°55'39" WEST, A DISTANCE OF 432.20 FEET; THENCE SOUTH 00°14'52" EAST, A DISTANCE OF 331.63 FEET; THENCE NORTH 88°55'18" EAST, A DISTANCE OF 162.15 FEET; THENCE NORTH 87°54'30' EAST, A DISTANCE OF 180.09 FEET; THENCE SOUTH 00°14'40" EAST, A DISTANCE OF 20.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.56 ACRES MORE OR LESS.

TOGETHER WITH:

**15 FOOT WIDE WATER EASEMENT**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE. COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW

ESTABLISHED); THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 797.25 FEET; THENCE NORTH 00°34'34" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 490.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°34'34" WEST, A DISTANCE OF 11.15 FEET; THENCE NORTH 45°14'53" WEST, A DISTANCE OF 24.47 FEET; THENCE NORTH 00°14'52" WEST, A DISTANCE OF 297.55 FEET; THENCE NORTH 45°55'00" WEST, A DISTANCE OF 142.91 FEET, THENCE NORTH 18°29'23" WEST, A DISTANCE OF 42.40 FEET, THENCE NORTH 71°30'37" EAST, A DISTANCE OF 27.83 FEET, THENCE SOUTH 17°02'20" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 71°30'37" WEST, A DISTANCE OF 12.45 FEET, THENCE SOUTH 18°29'23" EAST A DISTANCE OF 23.75 FEET, THENCE SOUTH 45°55'00" EAST, A DISTANCE OF 145.56 FEET; THENCE SOUTH 00°14'52" EAST, A DISTANCE OF 297.66 FEET, THENCE SOUTH 45°14'53" EAST, A DISTANCE OF 24.42 FEET; THENCE SOUTH 00°34'34" EAST, A DISTANCE OF 17.48 FEET; THENCE NORTH 89°54'45" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.

TOGETHER WITH:

25 X 25 FOOT WATER EASEMENT

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD AND ALONG THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5649, PAGE 252, A DISTANCE OF 215.00 FEET; THENCE CONTINUE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 471.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°28'45" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD A DISTANCE OF 25.00 FEET; THENCE SOUTH 01°31'15" EAST ALONG A LINE 25 FEET EASTERLY OF WHEN MEASURED AT RIGHT ANGLES FROM SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF

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25.00 FEET; THENCE SOUTH 88°28'45" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET MORE OR LESS.

**PARCEL 32  
RS PROPERTIES – WELL NO. 3  
EASEMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8363, PAGE 2093, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD (A 115 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89° 45' 21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 301.42 FEET; THENCE SOUTH 00° 14' 39" EAST CROSSING SAID REGENCY' SQUARE BOULEVARD. A DISTANCE OF 141.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 14' 39" EAST, A DISTANCE OF 19.61 FEET; THENCE NORTH 60° 20' 14" WEST, A DISTANCE OF 40.17 FEET; THENCE NORTH 42° 34' 37" EAST, A DISTANCE OF 17.44 FEET; THENCE SOUTH 60° 20' 14" EAST, A DISTANCE OF 26.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 567 SQUARE FEET MORE OR LESS.



## PARCEL 33

## THE ATRIUM NURSING HOME, INC.

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8401, PAGE 602, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 135.07 FEET; THENCE NORTH 00°33'49" WEST, PARALLEL TO SAID WEST LINE OF SECTION 18, A DISTANCE OF 1527.73 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4956, PAGES 836 AND 837 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°45'13" WEST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 219.83 FEET TO THE SOUTH LINE OF A 60 FOOT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5804, PAGES 2379 THROUGH 2384 AND KNOWN AS REGENCY SQUARE BOULEVARD NORTH EXTENSION; THENCE NORTH 60°39'12" EAST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 237.47 FEET; THENCE NORTH 89°45'21" EAST, PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD AND CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 108.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'21" EAST, AND ALONG SAID SOUTH LINE, A DISTANCE OF 410.88 FEET; THENCE SOUTH 00°03'24" EAST, A DISTANCE OF 66.36 FEET; THENCE SOUTH 55°03'24" EAST, A DISTANCE OF 29.07 FEET; THENCE SOUTH 34°56'36" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 55°03'24" EAST, A DISTANCE OF 24.19 FEET; THENCE SOUTH 34°56'36" WEST, A DISTANCE OF 170.14 FEET; THENCE SOUTH 89°56'36" WEST, A DISTANCE OF 9.27 FEET; THENCE SOUTH 00°03'24" EAST, A DISTANCE OF 31.86 FEET; THENCE SOUTH 13°57'07" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 70°40'59" WEST, A DISTANCE OF 24.89 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 45.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.73 FEET, MAKING A CENTRAL ANGLE OF 70°44'30" AND HAVING A CHORD BEARING OF NORTH 54°41'13" WEST AND A CHORD DISTANCE OF 52.26 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.65 FEET, MAKING A CENTRAL ANGLE OF 36°52'15" AND HAVING A CHORD BEARING OF SOUTH 71°30'25" WEST, AND A CHORD DISTANCE OF 9.49 FEET TO

THE POINT OF TANGENCY; THENCE SOUTH 53°04'17" WEST, A DISTANCE OF 91.36 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 30.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.01 FEET, MAKING A CENTRAL ANGLE OF 45°15'28" AND HAVING A CHORD BEARING OF SOUTH 30°26'33" WEST AND A CHORD DISTANCE OF 23.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°48'49" WEST, A DISTANCE OF 58.53 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.95 FEET, MAKING A CENTRAL ANGLE OF 41°27'48" AND HAVING A CHORD BEARING OF SOUTH 12°55'05" EAST AND A CHORD DISTANCE OF 28.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°38'59" EAST, A DISTANCE OF 23.08 FEET; THENCE SOUTH 56°21'30" WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 33°38'30" WEST, A DISTANCE OF 47.11 FEET; THENCE SOUTH 56°21'30" WEST, A DISTANCE OF 69.50 FEET; THENCE NORTH 08°43'01" WEST, A DISTANCE OF 100.85 FEET; THENCE NORTH 33°38'30" WEST, A DISTANCE OF 29.37 FEET; THENCE NORTH 15°40'13" WEST, A DISTANCE OF 76.00 FEET; THENCE NORTH 00°33'49" WEST, A DISTANCE OF 241.18 FEET; THENCE NORTH 70°04'24" WEST, A DISTANCE OF 15.49 FEET; THENCE NORTH 00°14'39" WEST, A DISTANCE OF 98.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT-OF-WAY IS NOW ESTABLISHED); THENCE NORTH 89°45'21" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 135.07 FEET; THENCE NORTH 00°33'49" WEST, PARALLEL TO SAID WEST LINE OF SECTION 18, A DISTANCE OF 1527.73 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4956, PAGES 836 AND 837 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY: THENCE SOUTH 89°45'13" WEST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 219.83 FEET TO THE SOUTH LINE OF A 60 FOOT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5804, PAGES 2379 THROUGH 2384 AND KNOWN AS REGENCY SQUARE BOULEVARD NORTH EXTENSION; THENCE NORTH 60°39'12" EAST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 237.47 FEET; THENCE NORTH 89°45'21" EAST, PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD AND CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 519.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'21" EAST, AND ALONG SAID SOUTH LINE, A DISTANCE OF 108.94 FEET; THENCE SOUTH

31°09'59" EAST, A DISTANCE OF 212.06 FEET; THENCE SOUTH 58°48'53" WEST, A DISTANCE OF 71.20 FEET; THENCE SOUTH 31°21'56" EAST, A DISTANCE OF 3.50 FEET; THENCE SOUTH 58°48'53" WEST, A DISTANCE OF 141.34 FEET; THENCE SOUTH 34°56'36" WEST, A DISTANCE OF 45.79 FEET; THENCE SOUTH 70°40'59" WEST, A DISTANCE OF 41.84 FEET; THENCE SOUTH 23°49'17" WEST, A DISTANCE OF 55.71 FEET; THENCE NORTH 66°10'43" WEST, A DISTANCE OF 23.51 FEET; THENCE NORTH 13°57'07" WEST, A DISTANCE OF 81.43 FEET; THENCE NORTH 00°03'24" WEST, A DISTANCE OF 31.86 FEET; THENCE NORTH 89°56'36" EAST, A DISTANCE OF 9.27 FEET; THENCE NORTH 34°56'36" EAST, A DISTANCE OF 170.14 FEET; THENCE NORTH 55°03'24" WEST, A DISTANCE OF 24.19 FEET; THENCE NORTH 34°56'36" EAST, A DISTANCE OF 48.37 FEET; THENCE NORTH 55°03'24" WEST, A DISTANCE OF 29.07 FEET; THENCE NORTH 00°03'24" WEST, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

**PARCEL 34**  
**SUE BEDSAUL TREDINICK & CITY NAT'L BANK OF FLORIDA**  
**LOWES AT REGENCY**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8457, PAGE 1933, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**15 FOOT WIDE WATER AND SEWER EASEMENT C**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD AND ITS NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1528.64 FEET; THENCE SOUTH 89°49'05" WEST, A DISTANCE OF 50.01 FEET; THENCE NORTH 01°31'15" WEST ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, STATE ROAD NO. 113 (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 1007.11 FEET; THENCE NORTH 88°28'45" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°26'00" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 341.92 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 330.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°08'08" EAST AND A CHORD DISTANCE OF 18.68 FEET; THENCE SOUTH 89°26'00" EAST, A DISTANCE OF 435.09 FEET; THENCE SOUTH 03°18'51" EAST, A DISTANCE OF 15.03 FEET; THENCE NORTH 89°26'00" WEST, A DISTANCE OF 447.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.15 ACRES MORE OR LESS,

**PARCEL 35**  
**SUE BEDSAUL TREDINICK & CITY NAT'L BANK OF FLORIDA—**  
**LOWES AT REGENCY**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8457, PAGE 1946, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

15 FOOT WIDE WATER AND SEWER EASEMENT E

PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 1110.99 FEET; THENCE NORTH 89°48'37" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 182.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 480.62 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 300.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°52'24" EAST AND A CHORD DISTANCE OF 296.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'13" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 516.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 654.12 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 255.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°08'28" EAST AND A CHORD DISTANCE OF 254.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°28'54" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH, A DISTANCE OF 220.07 FEET; THENCE NORTH 89°39'30" EAST, A DISTANCE OF 15.19 FEET; THENCE SOUTH 09°28'54" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH, A DISTANCE OF 216.74 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 654.12 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.03 FEET, SAID

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ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°00'13" WEST AND  
A CHORD DISTANCE OF 15.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.

**PARCEL 36**  
**SUE BEDSAUL TREDINICK & CITY NAT'L BANK OF FLORIDA**  
**LOWES AT REGENCY**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8457, PAGE 1939, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**15 FOOT WIDE WATER AND SEWER EASEMENT D**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 1110.99 FEET; THENCE NORTH 89°48'37" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 182.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 480.62 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 300.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°52'24" EAST AND A CHORD DISTANCE OF 296.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'13" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 186.68 FEET; THENCE NORTH 36°03'46" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 163.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 385.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°51' 50" WEST AND A CHORD DISTANCE OF 51.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°47'33" WEST AND A CHORD DISTANCE OF 15.18 FEET TO A POINT ON SAID CURVE; THENCE NORTH 53°56'13" EAST, A DISTANCE OF 471.39 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

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63°02'04" EAST AND A CHORD DISTANCE OF 94.87 FEET TO THE END OF SAID CURVE; THENCE SOUTH 53°56'13" WEST, A DISTANCE OF 562.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.



**PARCEL 37**  
**SUE BEDSAUL TREDINICK & CITY NAT'L**  
**BANK OF FLORIDA - LOWES AT REGENCY**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8457, PAGE 1953, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**WATER AND SEWER EASEMENT F**

PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED): THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD, A DISTANCE OF 1110.99 FEET; THENCE NORTH 89°48'37" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 182.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.62 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 300.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING 71°52'24" EAST AND A CHORD DISTANCE OF 296.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'13" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 516.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 654.12 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°51'50" EAST AND A CHORD DISTANCE OF 402.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°47'12" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 94.01 FEET TO THE POINT OF BEGINNING: THENCE NORTH 00°20'30" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET; THENCE NORTH 89°47'12" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MONUMENT ROAD (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 35.00 FEET; THENCE SOUTH 00°20'30" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4.96 FEET; THENCE SOUTH 44°44'31" WEST, A DISTANCE OF 35.39 FEET TO A POINT IN THE AFORESAID NORTHERLY RIGHT-

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OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH; THENCE SOUTH  
89°47'12" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF  
9.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES MORE OR LESS.

**PARCEL 40**  
**LOWE'S HOME CENTERS, INC. FIRST AMENDMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8457, PAGE 1923, AND IN O.R. BOOK 8457, PAGE 1928, AS AMENDED IN O.R. BOOK 8746, PAGE 1206, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**NEW WATER AND SEWER EASEMENT B**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD AND ITS NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1528.64 FEET; THENCE SOUTH 89°49'05" WEST, A DISTANCE OF 50.01 FEET; THENCE NORTH 01°31'15" WEST ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, STATE ROAD NO. 113 (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 1007.11 FEET; THENCE NORTH 88°28'45" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°26'00" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 527.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°26'00" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF A PUMP STATION SITE, A DISTANCE OF 211.31 FEET; THENCE SOUTH 03°18'51" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 13.61 FEET TO THE SOUTHWEST CORNER OF SAID PUMP STATION SITE; THENCE NORTH 87°12'45" EAST ALONG THE SOUTH LINE OF SAID PUMP STATION SITE, A DISTANCE OF 59.00 FEET TO A POINT ON THE WESTERLY LINE OF A 15 FOOT ELECTRIC AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS VOLUME 7205, PAGE 752, EXHIBIT A, PARCEL 3; THENCE SOUTH 34°18'55" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 565.65 FEET TO AN ANGLE POINT IN SAID EASEMENT LINE; THENCE SOUTH 00°20'30" EAST CONTINUING ALONG SAID WESTERLY EASEMENT LINE, A DISTANCE OF 219.76 FEET; THENCE SOUTH 89°39'30" WEST LEAVING SAID WESTERLY LINE, A DISTANCE OF 50.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°47'52" WEST AND A CHORD DISTANCE OF 184.02

FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°56'13" WEST, A DISTANCE OF 471.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COMMERCE CENTER DRIVE (A PROPOSED 60 FOOT PRIVATE ROAD), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 385.72 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°03'16" WEST AND A CHORD DISTANCE OF 15.28 FEET TO A POINT ON SAID CURVE; THENCE NORTH 53°56'13" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 734.78 FEET; THENCE NORTH 16°11'04" WEST, A DISTANCE OF 101.91 FEET; THENCE NORTH 34°18'55" WEST, A DISTANCE OF 569.18 FEET; THENCE NORTH 87°35'13" WEST, A DISTANCE OF 222.42 FEET; THENCE SOUTH 56°12'56" WEST, A DISTANCE OF 358.34 FEET; THENCE SOUTH 88°59'28" WEST, A DISTANCE OF 10.15 FEET TO A POINT ON AFORESAID EASTERLY RIGHT-OF-WAY LINE OF COMMERCE CENTER DRIVE; THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°59'28" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7.30 FEET; THENCE NORTH 56°12'56" EAST, A DISTANCE OF 366.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.38 ACRES MORE OR LESS.

**PARCEL 41**  
**CENTEX HOMES—REGENCY CREEK**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 8936, PAGE 2332, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

TWENTY (20) FOOT UTILITY EASEMENT ADJACENT TO REGENCY CREEK

A PORTION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH  $00^{\circ}35' 36''$  EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 1,590.25 FEET; THENCE NORTH  $89^{\circ}47'12''$  EAST, LEAVING SAID SECTION LINE, A DISTANCE OF 349.78 FEET; THENCE NORTH  $00^{\circ}35'36''$  WEST, A DISTANCE OF 11.69 FEET TO THE POINT OF BEGINNING OF A 20 FOOT WIDE EASEMENT LYING 10.00 FEET RIGHT AND 10.00 FEET LEFT, AS MEASURED AT RIGHT ANGLES THERETO, TO THE FOLLOWING DESCRIBED CENTERLINE; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH  $86^{\circ}45'07''$ ; EAST, 239.02 FEET; THENCE SOUTH  $46^{\circ}56' 56''$  EAST, 284.89 FEET; THENCE SOUTH  $36^{\circ}16'31''$  EAST, 395.45 FEET; THENCE SOUTH  $19^{\circ}19'43''$  EAST, 265.00 FEET; THENCE SOUTH  $05^{\circ}23'27''$  WEST, 107.44 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD NORTH (A 100 FOOT RIGHT OF WAY) FOR THE TERMINUS POINT OF SAID EASEMENT CENTERLINE.

**PARCEL 42**  
**RICHARD J. ERICKSON; SUN TIRE/BOLERO'S**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9600, PAGE 683, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

BEING A 20 FOOT WIDE STRIP OF LAND WHOSE CENTERLINE IS 10 FEET SOUTH OF AND PARALLEL TO THE NORTHERN BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 4, ATLANTIC BOULEVARD ESTATES, SECTION ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 91 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

**PARCEL 44**  
**AMERICAN SENIOR LIVING, L.P.—ATRIUM I**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9775, PAGE 1396, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**ATRIUM OF JACKSONVILLE**

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST AND A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST ALL IN JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 18, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BLVD. (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED). THENCE NORTH 89°45'21" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 135.07 FEET. THENCE NORTH 00°33'49" WEST PARALLEL TO SAID WEST LINE, A DISTANCE OF 1527.73 FEET, TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4956, PAGES 836 & 837 AND TO THE POINT OF BEGINNING. THENCE SOUTH 89°45'13" WEST ALONG THE NORTHERLY LINE OF SAID LANDS. A DISTANCE OF 219.83 FEET. THENCE NORTH 60°39'12" EAST A DISTANCE OF 237.47 FEET. THENCE NORTH 89°45' 21" EAST PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BLVD. A DISTANCE OF 671.58 FEET. THENCE SOUTH 31°09'59" EAST A DISTANCE OF 590 FEET MORE OR LESS TO THE CENTER LINE OF JONES CREEK. THENCE ALONG SAID CENTER LINE OF JONES CREEK A DISTANCE OF 150 FEET MORE OR LESS TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5798, PAGE 48. THENCE NORTH 88°08'00" EAST ALONG SAID NORTH LINE. A DISTANCE OF 199 FEET MORE OR LESS. TO THE WEST RIGHT-OF-WAY LINE OF TRESKA DRIVE (A 50-FOOT RIGHT-OF-WAY) SAID POINT LOCATED 525.65 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 18. THENCE SOUTH 01° 52'00" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET. THENCE SOUTH 88°08'00" WEST A DISTANCE OF 220 FEET MORE OR LESS TO THE CENTER LINE OF JONES CREEK. THENCE SOUTHERLY ALONG SAID CENTER LINE A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHERLY LINE OF REGENCY WOOD CONDOMINIUM. THENCE SOUTH 89°30'00" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 74 FEET MORE OR LESS. THENCE SOUTH 66°03'23" WEST A DISTANCE OF 68.03 FEET. THENCE SOUTH 64°31'35" WEST A DISTANCE OF 115.49 FEET. THENCE NORTH 81°34'40" WEST A DISTANCE OF 120.55 FEET. THENCE SOUTH 12°00'00" WEST A DISTANCE OF 87.03 FEET. THENCE NORTH 78°00'00" WEST A DISTANCE OF 23.34 FEET. THENCE SOUTH 82°00'00" WEST A DISTANCE OF 161.65 FEET. THENCE NORTH 60°57'14" WEST A DISTANCE OF 107.30 FEET. THENCE SOUTH 89°26'11" WEST A

DISTANCE OF 263.07 FEET. THENCE NORTH 00°33'49" WEST A DISTANCE OF 804.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION ALREADY GRANTED IN THE EASEMENT DATED JULY 8, 1996, RECORDED IN BOOK 8401, PAGES 602-606, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



**PARCEL 45**  
**FL 31764, LTD. - WENDY'S**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9775, PAGE 1391, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THE WESTERLY 25 FEET AND THE SOUTHERLY 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD (A 100-FOOT RIGHT OF WAY AS NOW ESTABLISHED), WITH THE SOUTHERLY RIGHT OF WAY LINE OF FIRST FEDERAL DRIVE (A 60-FOOT WIDE PRIVATE ROAD AS NOW ESTABLISHED); THENCE NORTH 89°41'10" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF FIRST FEDERAL DRIVE, 286.60 FEET; THENCE SOUTH 00°09'13" WEST, 118.23 FEET; THENCE SOUTH 83°17'50" WEST, 287.42 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF SAID MONUMENT ROAD; THENCE NORTH 00°18'50" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD, 150.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 4418, PAGE 1155, AS CORRECTED IN O.R. BOOK 4507, PAGE 689, ALL IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY;

THE WESTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD (A 100-FOOT RIGHT OF WAY AS NOW ESTABLISHED), WITH THE SOUTHERLY RIGHT OF WAY LINE OF FIRST FEDERAL DRIVE (A 60-FOOT WIDE PRIVATE ROAD AS NOW ESTABLISHED); THENCE NORTH 89°41'10" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF FIRST FEDERAL DRIVE, 286.60 FEET; THENCE SOUTH 00°09'13" WEST, 118.23 FEET; THENCE SOUTH 83°17'50" WEST, 287.42 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF SAID MONUMENT ROAD; THENCE NORTH

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00°18'50" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD, 150.21 FEET TO THE POINT OF BEGINNING.

**PARCEL 46  
CLINTON C. THOMAS & SARA G. THOMAS  
ARMY/NAVY OUTDOORS & BARRY MFG.**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9775, PAGE 1996, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A CORNER COMMON TO SECTIONS 13 AND 24; RUN THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS WEST, ALONG A LINE DIVIDING SECTIONS 13 AND 24, A DISTANCE OF 1,050.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD, ESTABLISHED AS A 100 FOOT RIGHT OF WAY, THENCE NORTH 00 DEGREES 18 MINUTES 50 SECONDS WEST, ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF THE RELOCATED MONUMENT ROAD, A DISTANCE OF 200.0 FEET FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 00 DEGREES 18 MINUTES 50 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD, A DISTANCE OF 150.0 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST PARALLEL TO THE SOUTHERLY LINE OF SECTION 13, A DISTANCE OF 20.0 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 50 SECONDS EAST, PARALLEL TO MONUMENT ROAD, A DISTANCE OF 150.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS WEST, PARALLEL TO THE SOUTHERLY LINE OF SECTION 13, A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING.

**PARCEL 47**  
**SOUTHERN INDUSTRIAL CORPORATION**  
**BURGER KING WAREHOUSE**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9777, PAGE 1991, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**MILL CREEK ROAD UTILITY EASEMENT**

PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING. COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6615, PAGE 1188 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF MILL CREEK ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1687.02 FEET, AN ARC DISTANCE OF 31.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°01'12" EAST AND A CHORD DISTANCE OF 31.10 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3562, PAGE 230 OF SAID PUBLIC RECORDS; THENCE NORTH 89°37'24" EAST, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 20.00 FEET TO A POINT LYING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1707.02 FEET; THENCE SOUTHERLY LEAVING SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°00'00" WEST AND A CHORD DISTANCE OF 31.15 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6615, PAGE 1188; THENCE SOUTH 89°45'21" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 622 SQUARE FEET, MORE OR LESS.

**PARCEL 49  
COMPASS BANK**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9854, PAGE 1036, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF MONUMENT ROAD (A 100 FOOT RIGHT OF WAY) AND THE SOUTHERLY LINE OF REGENCY SQUARE BOULEVARD (A 100 FOOT RIGHT OF WAY); THENCE NORTH 89°45'21" EAST ALONG THE SOUTHERLY LINE OF REGENCY SQUARE BOULEVARD A DISTANCE OF 20 FEET; THENCE SOUTH 00°18'50" EAST 200 FEET; THENCE SOUTH 89°45'21" WEST 20 FEET IN THE EASTERLY RIGHT OF WAY LINE OF MONUMENT ROAD; THENCE NORTH 00°18'50" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 200 FEET TO THE POINT OF BEGINNING.

**PARCEL 50**  
**HARRY A. YEARGIN & ALICE A. YEARGIN**  
**MILLCREEK OFFICE BUILDING**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9869, PAGE 230, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THE WESTERLY TWENTY-FIVE FEET ADJACENT TO MILL CREEK ROAD OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF MILL CREEK ROAD, AS NOW ESTABLISHED AND SHOWN ON CITY OF JACKSONVILLE RIGHT-OF-WAY MAP SECTION 72031-2501 AND THE CENTERLINE OF REGENCY SQUARE BOULEVARD, AS NOW ESTABLISHED FOR A WIDTH OF 100'; RUN THENCE N. 89°45'21"E. ALONG SAID CENTERLINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 98.18'; THENCE N. 00°14'39" W., A DISTANCE OF 50' TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID REGENCY SQUARE BOULEVARD AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN N. 89°45'21" E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, A DISTANCE OF 160.02'; RUN THENCE N. 10°28'24" E., A DISTANCE OF 175'; RUN THENCE S. 89°45'21" W., A DISTANCE OF 218.36' TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF MILL CREEK ROAD, AS NOW ESTABLISHED SAID POINT LYING IN A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1687.02'; RUN THENCE SOUTHWESTERLY AROUND SAID CURVE DEFINING THE EASTERLY RIGHT-OF-WAY LINE OF MILL CREEK ROAD, AN ARC DISTANCE OF 136.74', SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S. 30°52'11" W., 136.70'; RUN THENCE S. 45°14'39" E., A DISTANCE OF 50.35' TO THE POINT OF BEGINNING.

**PARCEL 51**  
**FLORIDA FINEST CHICKEN, INC. -**  
**KENNY ROGERS ROASTERS**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9890, PAGE 115, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

SURVEY OF A PART OF GOVERNMENT LOT 16, SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST AND A PART OF GOVERNMENT LOT 5, SECTION 19, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00°54'22" EAST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 301.90 FEET TO A POINT IN THE NORTH RIGHT OF WAY LINE OF ATLANTIC BOULEVARD, (AS NOW ESTABLISHED); THENCE NORTH 83°17'50" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 83°17'50" EAST, A DISTANCE OF 104.47 FEET; THENCE NORTH 00°33'49" WEST, A DISTANCE OF 269.14 FEET; THENCE SOUTH 89°26'11", WEST, A DISTANCE OF 103.00 FEET; THENCE SOUTH 00°33'49" EAST, A DISTANCE OF 290.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 52  
CNL APF PARTNERS, LP;  
ROAD HOUSE GRILL**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9919, PAGE 472, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**15 FOOT UTILITY EASEMENT-ROAD HOUSE GRILL**

A PART OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, 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 (A RIGHT-OF-WAY OF VARIABLE WIDTH) WITH THE WESTERLY RIGHT-OF-WAY LINE OF LIBRARY ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 83°17'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD, A DISTANCE OF 150.00 FEET; THENCE NORTH 00°54'22" WEST, A DISTANCE OF 309.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'10" WEST, A DISTANCE OF 55.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1197.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 183.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°17'48" WEST AND A CHORD DISTANCE OF 183.28 FEET; THENCE NORTH 00°19'13" EAST, A DISTANCE OF 15.20 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST FEDERAL DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1212.34 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 183.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°21'19" EAST AND A CHORD DISTANCE OF 183.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°41'10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 55.50 FEET; THENCE SOUTH 00°54'22" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.



**PARCEL 54**  
**RUTH M. BISHOP TRUST - HAVERTY'S**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9919, PAGE 472, AS CORRECTED BY THAT INSTRUMENT RECORDED IN O.R. BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**15 FOOT UTILITY EASEMENT AT HAVERTY'S**

A PART OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, 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 (A RIGHT-OF-WAY OF VARIABLE WIDTH) WITH THE WESTERLY RIGHT-OF-WAY LINE OF LIBRARY ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 83°17'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD, A DISTANCE OF 150.00 FEET; THENCE NORTH 00°54'22" WEST, A DISTANCE OF 324.18 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST FEDERAL DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°41'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 55.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1212.34 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°56'27" WEST AND A CHORD DISTANCE OF 242.73 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1272.34 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°13'22" WEST AND A CHORD DISTANCE OF 1.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°19'13" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.34 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1287.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 253.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 84°02'22" WEST AND A CHORD DISTANCE OF 253.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°41'11 WEST, A DISTANCE OF 13.58 FEET; THENCE NORTH 00°19'13" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF FIRST FEDERAL DRIVE; THENCE NORTH 89°41'11 EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1272.34 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE

ARC OF SAID CURVE, AN ARC DISTANCE OF 253.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°58'05" EAST AND A CHORD DISTANCE OF 253.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES MORE OR LESS.

TOGETHER WITH:

15 FOOT UTILITY EASEMENT OVER LANDS BELONGING TO THE RUTH BISHOP TRUST

A PART OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, 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 (A RIGHT-OF-WAY OF VARIABLE WIDTH) WITH THE WESTERLY RIGHT-OF-WAY LINE OF LIBRARY ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 83°17'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD, A DISTANCE OF 150.00 FEET; THENCE NORTH 00°54'22" WEST, A DISTANCE OF 324.18 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST FEDERAL DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°41'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 55.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1212.34 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 183.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°21'19" WEST AND A CHORD DISTANCE OF 183.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°19'13" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.20 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1197.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°33'04" WEST AND A CHORD DISTANCE OF 56.66 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1287.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 4.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°17'38" WEST AND A CHORD DISTANCE OF 4.43 FEET TO A POINT ON SAID CURVE; THENCE NORTH 00°19'13" EAST, A DISTANCE OF 15.34 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF FIRST FEDERAL DRIVE, SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1272.34 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1.21 FEET, SAID ARC BEING SUBTENDED BY A

CHORD BEARING OF NORTH 78°13'22" EAST AND A CHORD DISTANCE OF 1.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1212.34 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°36'36" EAST AND A CHORD DISTANCE OF 59.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES MORE OR LESS.

**PARCEL 55**  
**GREENWOOD SCHOOL, INC.**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9919, PAGE 467, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**GREENWOOD SCHOOL WATER AND SEWER EASEMENT FOR REGENCY UTILITIES**

A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3220, PAGE 361 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD EXTENSION (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED): THENCE NORTH 89°52'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 486.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°52'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.20 FEET; THENCE DUE SOUTH LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 417.61 FEET; THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 5.06 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5888, PAGE 2253 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH -- 00°20'57" WEST ALONG SAID NORTHERLY EAST LINE, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°33'00" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 25.83 FEET; THENCE DUE NORTH LEAVING SAID NORTH LINE. A DISTANCE OF 367.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES MORE OR LESS.

**PARCEL 56**  
**SOUTHERN INDUSTRIAL CORPORATION**  
**BURGER KING RESTAURANT ON MONUMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9877, PAGE 2261, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN PARCEL, PIECE OR TRACT OF LAND BEING A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE S 89°41'10" W, ALONG THE NORTHERLY LINE OF SAID SECTION 24, A DISTANCE OF 1150.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MONUMENT ROAD (A 100-FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE N 00°18'50" W ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 689.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°18'50" W ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 175.0 FEET; THENCE S 89°41'10" W, A DISTANCE OF 20.0 FEET; THENCE S 00°18'50" E, A DISTANCE OF 155.0 FEET; THENCE S 89°41'10" W, A DISTANCE OF 75 FEET; THENCE S 00°18'50" E A DISTANCE OF 20 FEET; THENCE N 89°41'10" E A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

**PARCEL 62****PRO LUBE - LIBRARY ROAD**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 9919, PAGE 461, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED 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.

CONTAINING: 128.2 SQUARE FEET, MORE OR LESS.

**PARCEL 66****RUI FEE/JEA EASEMENT**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

**25 FOOT UTILITY EASEMENT**

A PART OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 17 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2655.46 FEET TO THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 18; THENCE NORTH 89 DEGREES 04 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1327.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TRESCA ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 00 DEGREES 35 MINUTES 39 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 35 MINUTES 39 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 21 SECONDS WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 184.64 FEET; THENCE NORTH 18 DEGREES 41 MINUTES 55 SECONDS EAST, A DISTANCE OF 26.49 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 21 SECONDS EAST A DISTANCE OF 175.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 10 ACRES MORE OR LESS.

**PARCEL 67****EQUITY PARTICIPATIONS, INC.**

EASEMENT CREATED IN THAT CERTAIN INSTRUMENT RECORDED IN O.R. BOOK 7321, PAGE 1364, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED PROPERTY:

A CERTAIN PARCEL OF LAND, SITUATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, TO BE USED AS AN EASEMENT FOR SANITARY SEWERAGE. SAID EASEMENT JOINS AND IS ADJACENT TO THAT EASEMENT OF RECORD IN OFFICIAL RECORDS VOLUME 6178, PAGE 1533, AND ALSO THAT EASEMENT OF RECORD IN OFFICIAL RECORDS VOLUME 4972, PAGE 110, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A ½" IRON PIPE FOUND AT THE SOUTHWEST CORNER OF A PARCEL OF RECORD IN OFFICIAL RECORDS VOLUME 5626, PAGE 1245 OF AFOREMENTIONED PUBLIC RECORDS, SAID CORNER BEING A POINT OF TRANSITION FROM THE EASTERLY RIGHT-OF-WAY OF MILL CREEK ROAD (AN EXISTING 100 FOOT RIGHT-OF-WAY) TO THE SOUTHERLY RIGHT OF WAY OF REGENCY SQUARE BOULEVARD NORTH (AN EXISTING 100 FOOT RIGHT-OF-WAY). FROM SAID CORNER, PROCEED SOUTH 1 DEGREE 12 MINUTES 35 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF SAID MILL CREEK ROAD, A DISTANCE OF 395.19 FEET TO THE SOUTHWEST CORNER OF THAT EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 6178, PAGE 1533; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID SAME EASEMENT SOUTH 88 DEGREES 47 MINUTES 25 SECONDS EAST, A DISTANCE OF 0.38 FEET TO A POINT ON THE EASTERLY LINE OF THAT EASEMENT OF RECORD IN OFFICIAL RECORDS VOLUME 4972, PAGE 110, SAID POINT BEING THE POINT OF BEGINNING OF SUBJECT EASEMENT; THENCE CONTINUE SOUTH 88 DEGREES 47 MINUTES 25 SECONDS EAST, ALONG THE SOUTHERLY BOUNDARY OF THAT EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 6178, PAGE 1533, A DISTANCE OF 9.62 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH 5 DEGREES 55 MINUTES 51 SECONDS EAST, A DISTANCE OF 80.43 FEET TO A CORNER OF THE EASEMENT RECORDED IN OFFICIAL RECORDS VOLUME 4972, PAGE 110; THENCE NORTH 12 DEGREES 35 MINUTES 56 SECONDS WEST ALONG THE EASTERLY BOUNDARY OF SAID EASEMENT, A DISTANCE OF 82.18 FEET TO THE POINT OF BEGINNING.



035527/0145

SUBJECT EASEMENT THUS DESCRIBED CONTAINS AN AREA OF 383.86 SQUARE FEET, MORE OR LESS.

Book 8731 Pg 2294

This Instrument Was Prepared By:  
WILLIAM E. SHOCKETT, ESQ.  
25 West Flagler Street  
5th Floor  
Miami, Florida 33130

Bk: 8731  
Pg: 2294 - 2297  
Doc# 97214930  
Filed & Recorded  
09/25/97  
08:47:08 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 19.50  
DEED .70

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this 4<sup>th</sup> day of June, 1997, between SUE BEDSAUL TREDINICK, MARY JEAN TREDINICK VAN KEMPEN and PAMELA ANN TREDINICK as successors trustees of the Donald W. Tredinick, Sr. Trust, created pursuant to the Donald W. Tredinick, Sr. Revocable Trust Agreement of October 20, 1983, as amended and restated by agreement dated May 20, 1992 (the "Grantor") and REGENCY UTILITIES, INC., a Florida corporation, of the County of Duval, State of Florida, (the "Grantee"), whose address is 200 North Laura Street, Jacksonville, Florida 33202.

**WITNESSETH:**

That the said Grantor, for an in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, to wit:

See Exhibit A attached.

**The property conveyed herein is vacant land and is not homestead property.**

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever.

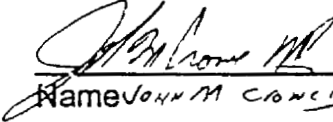
The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This

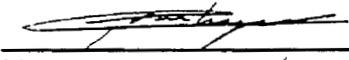
RETURN TO: REGENCY UTILITIES, INC.  
200 N Laura Street, 10th Floor  
Jacksonville, Florida 32202

conveyance is made subject only to conditions, restrictions, easements and limitations of record, which shall not reimpose same if previously abandoned, and real estate taxes for the year 1997 and subsequent years.

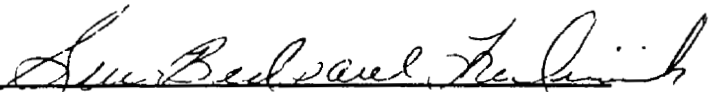
IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Name: JOHN M CONNER

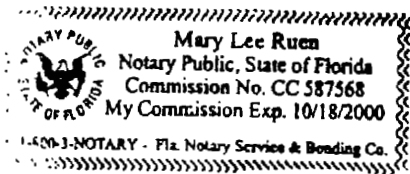
  
Name: GENT-JAN VANKEMPEN

SUE BEDSAUL TREDINICK, MARY JEAN TREDINICK VAN KEMPEN and PAMELA ANN TREDINICK, as successor trustees of the Donald W. Tredinick, Sr. Trust created pursuant to the Donald W. Tredinick, Sr. Revocable Trust Agreement of October 20, 1983, as amended and restated by agreement dated May 20, 1992

By:   
SUE BEDSAUL TREDINICK  
Its: Designated Ministerial Trustee

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on 4th, 1997, by SUE BEDSAUL TREDINICK as Designated Ministerial Trustee of the Donald W. Tredinick, Sr. Trust, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
Name: \_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

1900 CORPORATE SQUARE BLVD. / JACKSONVILLE, FLORIDA 32216 / (904) 721-3066

PUMP STATION

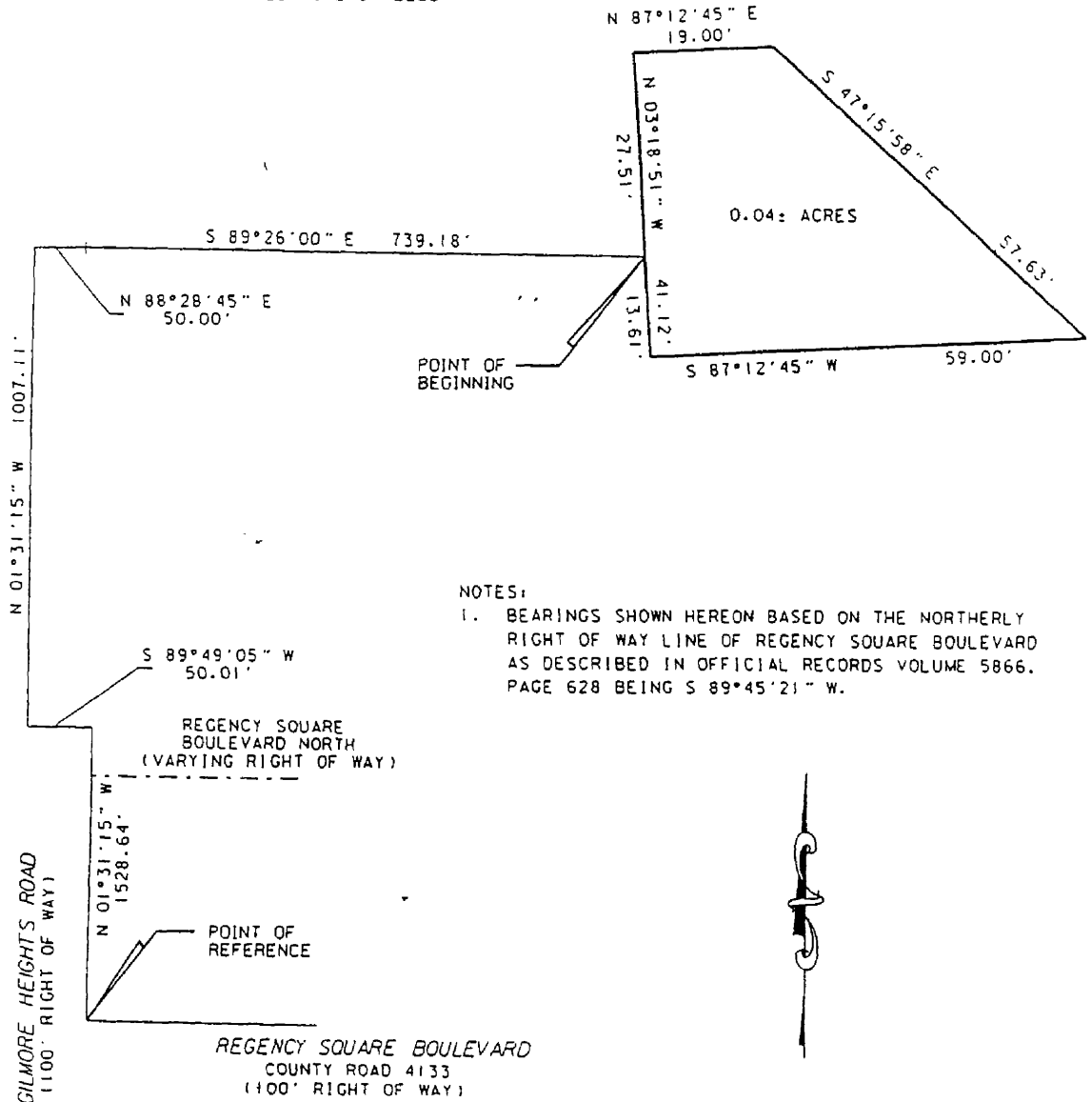
A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD AND ITS NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1528.64 FEET; THENCE SOUTH 89°49'05" WEST, A DISTANCE OF 50.01 FEET; THENCE NORTH 01°31'15" WEST ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, STATE ROAD NO. 113 (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 1007.11 FEET; THENCE NORTH 88°28'45" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°26'00" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 739.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°18'51" WEST, A DISTANCE OF 27.51 FEET; THENCE NORTH 87°12'45" EAST, A DISTANCE OF 19.00 FEET; THENCE SOUTH 47°15'58" EAST, A DISTANCE OF 57.63 FEET; THENCE SOUTH 87°12'45" WEST, A DISTANCE OF 59.00 FEET; THENCE NORTH 03°18'51" WEST, A DISTANCE OF 13.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS.

**MAP OF**  
**PUMP STATION**      Book 8731 Pg 2297

A PART OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REGENCY SQUARE BOULEVARD, COUNTY ROAD NO. 4133 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 01°31'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GILMORE HEIGHTS ROAD AND ITS NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1528.64 FEET; THENCE SOUTH 89°49'05" WEST, A DISTANCE OF 50.01 FEET; THENCE NORTH 01°31'15" WEST ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHSIDE BOULEVARD CONNECTOR, STATE ROAD NO. 113 (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 1007.11 FEET; THENCE NORTH 88°28'45" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHSIDE BOULEVARD CONNECTOR, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°26'00" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 739.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°18'51" WEST, A DISTANCE OF 27.51 FEET; THENCE NORTH 87°12'45" EAST, A DISTANCE OF 19.00 FEET; THENCE SOUTH 47°15'58" EAST, A DISTANCE OF 57.63 FEET; THENCE SOUTH 87°12'45" WEST, A DISTANCE OF 59.00 FEET; THENCE NORTH 03°18'51" WEST, A DISTANCE OF 13.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS.



**NOTES:**

- BEARINGS SHOWN HEREON BASED ON THE NORTHERLY RIGHT OF WAY LINE OF REGENCY SQUARE BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5866. PAGE 628 BEING S 89°45'21" W.



BESSERT, HANNAH & RUCAMAN, INC.  
 2010 BUSINESS AS

**NORTH  
 EAST  
 FLORIDA  
 SURVEYORS**

1900 CORPORATE SQUARE BLVD.  
 JACKSONVILLE, FLORIDA 32216  
 (904) 721-3044  
 CERTIFICATION NUMBER LB 1853

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 81G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

*Brenda D. Catone*  
 BRENDA D. CATONE      FLA. P.S.M. CERT. NO. LS 5447

DATED: SEPTEMBER 27, 19 96

SCALE: 1" = 20'

EXHIBIT "A"

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SCHEDULE C

,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"06"	,"36"	,"68"	,"50"	,"00006066100"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"06"	,"36"	,"68"	,"50"	,"00003854800"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"05"	,"00"	,"00"	,"60"	,"00006035300"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"06"	,"36"	,"68"	,"50"	,"00014397700"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"05"	,"35"	,"68"	,"50"	,"00013443600"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"05"	,"35"	,"68"	,"50"	,"00008644900"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"06"	,"36"	,"68"	,"50"	,"00011431100"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"06"	,"36"	,"68"	,"50"	,"00013628000"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"06"	,"36"	,"68"	,"50"	,"00005540000"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"05"	,"00"	,"00"	,"60"	,"00017637000"
,"THE ATRIUM AT REGENCY"	,"9960 REGENCY SQUARE B"	,"05"	,"00"	,"00"	,"60"	,"00006918400"
,"KINNEY SHOE CORP#1053"	,"ATHLETIC EXPRES/REGEN"	,"02"	,"32"	,"68"	,"30"	,"00000099490"
,"R.S. PROPERTIES "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000405440"
,"R.S.PROPERTIES THREE "	,"MAINTENANCE ROOM "	,"02"	,"32"	,"68"	,"30"	,"00000810150"
,"WET SEAL INC. "	,"REGENCY SQUARE MALL -"	,"02"	,"32"	,"68"	,"30"	,"00000326240"
,"CHAN'S RESTAURANT "	,"10063 ATLANTIC BOULEV"	,"04"	,"34"	,"00"	,"30"	,"00003228630"
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000297820"
,"CATHERINES STORES COR"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000091060"
,"R.S. PROPERTIES SPACE"	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000001520"
,"H.S. TURNER "	,"10039 ATLANTIC BOULEV"	,"05"	,"35"	,"00"	,"30"	,"00001040420"
,"BROWN SHOE COMPANY "	,"DBA/NATURALIZER #3630"	,"02"	,"32"	,"68"	,"30"	,"00000300520"
,"WOLF CAMERA INC. #13"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000471880"
,"AAA FOOD SERVICES. IN"	,"101 MONUMENT ROAD "	,"05"	,"35"	,"00"	,"30"	,"00002712400"
,"AAA FOOD SERVICES, IN"	,"101 MONUMENT ROAD "	,"04"	,"00"	,"00"	,"60"	,"00002303400"
,"ARMY-NAVY OUTDOORS "	,"127 MONUMENT ROAD "	,"02"	,"99"	,"00"	,"30"	,"00000497590"
,"REGENCY UTILITIES IN"	,"IRRIGATION METER @ WT"	,"04"	,"99"	,"00"	,"60"	,"00008287220"
,"CAR SPA "	,"9715 ATLANTIC BOULEVA"	,"00"	,"35"	,"00"	,"30"	,"00006826300"
,"R.S.PROPERTIES INC. "	,"SPACE E-26 "	,"02"	,"32"	,"68"	,"30"	,"00000424430"
,"BOLERO'S DANCEPLEX "	,"10131 ATLANTIC BOULEV"	,"06"	,"36"	,"69"	,"30"	,"00000709200"

,"BOLERO'S DANCEPLEX "	,"10131 ATLANTIC BOULEV"	,"04"	,"00"	,"00"	,"60"	,"00001242580"
,"R.S. PROPERTIES SPAC"	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000271500"
,"OUTER LIMITS SP#905 "	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000486320"
,"REGENCY REALTY GROUP "	,"9550 REGENCY SQUARE B"	,"07"	,"37"	,"68"	,"30"	,"00087094043"
,"REGENCY REALTY GROUP "	,"9550 REGENCY SQUARE B"	,"20"	,"50"	,"68"	,"30"	,"00038811500"
,"REGENCY REALTY GROUP "	,"9550 REGENCY SQUARE B"	,"20"	,"50"	,"68"	,"30"	,"00049888800"
,"REGENCY REALTY GROUP "	,"BARNETT REGENCY TOWER"	,"06"	,"99"	,"00"	,"60"	,"00049888800"
,"REGENCY REALTY GROUP "	,"BARNETT REGENCY TOWER"	,"06"	,"99"	,"00"	,"60"	,"00038811500"
,"BUGLE BOY IND. #229 "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000424540"
,"BARNIES COFFEE & TEA/"	,"REGENCY SQUARE "	,"02"	,"32"	,"00"	,"30"	,"00000309620"
,"BLOCKBUSTER ENTERTAIN"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000069640"
,"CHARLOTTE RUSSE "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000889740"
,"ADNAN SULTEN aba BRES"	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00003070190"
,"HANOVER SHOES "	,"C&J CLARK RETAIL #312"	,"02"	,"32"	,"68"	,"30"	,"00000198620"
,"BURGER KING WAREHOUSE "	,"MILL CREEK ROAD "	,"06"	,"36"	,"00"	,"30"	,"00001162100"
,"FOOT ACTION USA INC. "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000002850"
,"I220 ENTERPRISES "	,"BURGER KING/250 MONUM"	,"06"	,"36"	,"00"	,"30"	,"00000635100"
,"KIRKLANDS #148 "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00001479270"
,"HEEL/SEW QUIK "	,"REGENCY MALL "	,"02"	,"32"	,"68"	,"30"	,"00000170630"
,"SOPHIA & CARDIN "	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00001206920"
,"PACIFIC SUNWEAR STORE"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00001370740"
,"REGENCY CREEK OWNERS "	,"REGENCY CREEK SUBDIVI"	,"04"	,"00"	,"00"	,"60"	,"00001984240"
,"RODRIGUEZ/COLON DIGNA"	,"510 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000173230"
,"NELSON. TAQUITA "	,"518 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000054760"
,"DAVIS. WILLIAM & SAND"	,"526 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000413250"
,"ACACIA. SANDRA PASTRA"	,"534 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000953150"
,"SANTO, MRS. "	,"542 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00001185670"
,"CANADY, CEDRIC "	,"558 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000184830"
,"LUXENBERG, TED "	,"566 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000278940"

,"WILLIAMS, JO "	,"574 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000133800",
,"YOUNG, REGINA "	,"582 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000158530",
,"INYANG, RAYMOND "	,"590 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000542610",
,"HERRERA, CHARLES "	,"9960 CHANCELLOR DRIVE"	,"02",	"22"	,"00"	,"10"	,"00000336560",
,"WILLIAMS, RODERICK "	,"9968 CHANCELLOR DRIVE"	,"02",	"22"	,"00"	,"10"	,"00000233960",
,"ANDERSON, KEVIN "	,"9976 CHANCELLOR COURT"	,"02",	"22"	,"00"	,"10"	,"00000242940",
,"RAMOS, MINNIE "	,"9971 CHANCELLOR COURT"	,"02",	"22"	,"00"	,"10"	,"00000189560",
,"HOWE, FRANK "	,"9963 CHANCELLOR COURT"	,"02",	"22"	,"00"	,"10"	,"00000039180",
,"RUSSO, TOM "	,"591 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000326880",
,"BOLTON, STEVE "	,"585 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000228450",
,"OLLIE, SAM III "	,"577 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000221120",
,"KELLEY JR., W.E. "	,"571 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000106090",
,"SANCHEZ, GEORGE "	,"565 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000180230",
,"SANCHEZ, GEORGE "	,"565 CHANCELLOR DRIVE "	,"02",	"00"	,"00"	,"60"	,"00000093420",
,"GLISSON, BELINDA "	,"559 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000496500",
,"PHILLIPS, NANCY "	,"553 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000204640",
,"GARCIA, JASON XIOMARA"	,"549 CHANCELLOR DRIVE "	,"02",	"22"	,"00"	,"10"	,"00000482150",
,"CAREY, KEVIN "	,"10019 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000136860",
,"KAUFMAN, MR. "	,"10027 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000293960",
,"DICKOVER, CRAIG "	,"10035 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000555130",
,"DAVISON, CARL "	,"10043 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000142000",
,"VANDENABEELE, CONNIE "	,"10051 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000163360",
,"VANDENABEELE, CONNIE "	,"10051 GOVERN LANE "	,"02",	"00"	,"00"	,"60"	,"00000010250",
,"CRAWFORD, GLORIA "	,"10059 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000334280",
,"SAUL, BARRY "	,"10067 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000158310",
,"BUTLER, CARLO "	,"10073 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000149240",
,"ORTIZ, IVETTE "	,"10081 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000408360",
,"BENNETT, BRIAN "	,"10088 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000327360",
,"COLLYMORE, AILEEN "	,"10080 GOVERN LANE "	,"02",	"22"	,"00"	,"10"	,"00000244160",



"JOHNSON, DANA "	,"10074 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000371120"
,"PEREZ. ANTHONY & KARE"	,"10066 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000197740"
,"ROQUE, PABLO E. "	,"10058 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000315580"
,"JARO, MARITA "	,"10042 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000411160"
,"JARO, MARITA "	,"10042 GOVERN LANE "	,"02"	"00"	,"00"	,"60"	,"00000000000"
,"GADDIE, DARYL L. "	,"10026 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000255020"
,"PINDER, GLENN "	,"10018 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000112600"
,"RAYMOND, MARY "	,"10010 GOVERN LANE "	,"02"	"22"	,"00"	,"10"	,"00000251900"
,"NIX-MACK, LESA J. "	,"527 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000316500"
,"KIM, KANGSU "	,"519 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000207970"
,"JULKES, TIM "	,"511 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000388030"
,"BENJAMEN, BRIAN "	,"503 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000137780"
,"VIOSIN, PRISCILLA "	,"504 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000291080"
,"WILLIAMS, DARRYL & RE"	,"512 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000377710"
,"MCGHIE, RIPTON "	,"520 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000451020"
,"COOPER, VALERIE "	,"528 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000189790"
,"JEFFERSON, SHEILA "	,"544 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000227510"
,"HOTIC, ADI "	,"552 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000247950"
,"DELEO, SUSAN "	,"560 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000292560"
,"NEITO, PETRONILO "	,"568 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000142950"
,"NEITO, PETRONILO "	,"568 CHANCELLOR DRIVE "	,"02"	"00"	,"00"	,"60"	,"00000122200"
,"LEE, ERIC "	,"576 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000183510"
,"CARLOS, BERNARDO "	,"584 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000309930"
,"DANKOVICH, ROBERT P "	,"573 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000201700"
,"PABON, EDGAR "	,"565 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000129900"
,"ABREA, REYNALDO "	,"557 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000125630"
,"MITCHELL, JOHNNY & JA"	,"549 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000188040"
,"GRISHAM, JOHN & MARIE"	,"541 CHANCELLOR DRIVE "	,"02"	"22"	,"00"	,"10"	,"00000176910"
,"GRISHAM, MARIE & JOHN"	,"541 CHANCELLOR DRIVE "	,"02"	"00"	,"00"	,"60"	,"00000159370"

."COLON, FRANCISCO "	,"533 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000169960",
."HOWARD, BETTY "	,"525 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000403070",
."BAKER, CHAUNEY&CYNTHI	."517 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000188370",
."HOLMES, FRANCES "	,"509 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000162300",
."HOLLOWAY, WILLIAM "	,"501 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000092680",
."MONI, JOBAYDA "	,"550 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000193280",
."CARLYLE & COMPANY #17"	."REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000261740",
."TOP CUTS BARBER SHOP "	."REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00001651700",
."R.S. PROPERTIES - SPA"	,"REGENCY SQUARE SPACE "	,"02"	,"32"	,"68"	,"30"	,"00000606320",
."LIFE UNIFORMS #072 "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000131780",
."BOATER'S WORLD "	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000466210",
."SWEET FACTORY INC.#03"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000355870",
."BATCHES OF COOKIES "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00001720320",
."CITY OF JAX -FIRE STA"	,"REGENCY SQ BLVD "	,"06"	,"36"	,"00"	,"70"	,"00002272100",
,"CITY OF JAX-FIRE STAT"	," "	,"20"	,"50"	,"00"	,"70"	,"00003212980",
."CITY OF JAX-FIRE STA "	,"IRRIGATION-9735 FIRST"	,"04"	,"99"	,"00"	,"70"	,"00003212980",
."CHAMPION'S "	,"9750 REGENCY SQUARE B"	,"04"	,"34"	,"68"	,"30"	,"00002891120",
."CHAMPION BUILDING "	," "	,"20"	,"50"	,"00"	,"30"	,"00003662380",
."CHAMPION'S "	."SPRINKLER "	,"04"	,"99"	,"00"	,"60"	,"00003662380",
."LIDS INC #389 "	."REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00001561700",
."PUPPY DEPOT "	."9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000419090",
."ZIONI MENSWEAR "	."9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000208460",
."FINISH LINE #241 "	."REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000014520",
."CHICK-FIL-A "	."9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00002086560",
."CAMELOT MUSIC #1138 "	,"REGENCY SQUARE "	,"04"	,"34"	,"68"	,"30"	,"00001309260",
,"CASUAL ROOM "	,"REGENCY SQUARE SPACE "	,"02"	,"32"	,"68"	,"30"	,"00000013390",
,"DECK THE WALLS "	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000487560",
,"DILLARDS "	,"DILLARDS EXPANSION "	,"06"	,"36"	,"70"	,"30"	,"00008982300",
,"DR. DEASON DDS PA "	,"765 MILLCREEK ROAD "	,"06"	,"36"	,"00"	,"30"	,"00004352800",

"DR. DEASON "	,"765 MONUMENT ROAD "	,"04", "99", "00", "60", "00009987640",
"FASHION 21 "	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000167260",
,"SBARRO AMERICAN INC." "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00001556900",
,"PAYLESS SHOES #3882 "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000022570",
,"R.S. PROPERTIES #550"	,"REGENCY SQUARE "	,"04", "34", "68", "30", "00002708540",
,"REEDS JEWELERS #84 "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000723400",
,"DOLLAR TREE #590 "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000003220",
,"R.S. PROPERTIES SPACE"	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000963110",
,"BOXES N BOWS "	,"REGENCY SQUARE, SPACE"	,"02", "32", "68", "30", "00000836010",
,"REGENCY HEALTH FOOD "	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000285070",
,"THE ENTERTAINER "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000109800",
,"PRECISION LENS CRAFTER"	,"REGENCY SQUARE "	,"05", "35", "68", "30", "00002252500",
,"STERLING JEWELERS, IN"	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000376430",
,"OLD NAVY #5113 "	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000210960",
,"PICCADILLY "	,"200 MONUMENT ROAD "	,"06", "36", "69", "30", "00049880700",
,"PICCADILLY "	,"200 MONUMENT ROAD/IRR"	,"05", "99", "00", "60", "00019859000",
,"CLAIRES BOUTIQUE #351"	,"DBA THE ICING "	,"02", "32", "68", "30", "00000976790",
,"JZS ENTERPRISES.INC.d"	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000849910",
,"CASUAL CORNER STORE "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000002620",
,"LECHTERS INC. "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00003337440",
,"MODERN NAIL "	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000335450",
,"FIRESTONE #014230 "	,"REGENCY SQUARE "	,"06", "36", "69", "30", "00010993800",
,"R.S. PROPERTIES THREE"	,"FOOD PARK "	,"07", "37", "00", "30", "00033333200",
,"R.S. PROPERTIES THREE"	,"FOOD PARK "	,"20", "50", "00", "30", "00000040630",
,"HOVAN GOURMET "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000941030",
,"REMINGTON PRODUCTS LL"	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000183410",
,"FRIEDMAN'S JEWELERS #"	,"9501 ARLINGTON EXPRES"	,"02", "32", "68", "30", "00000214160",
,"CARLTON CARDS RETAIL "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00001150020",
,"GINGISS FORMALWEAR "	,"REGENCY SQUARE "	,"02", "32", "68", "30", "00000006116",

,"CLAIRE'S BOUTIQUE "	,"DBA CARIMAR #8151 "	,"02", "32"	,"68"	,"30"	,"00001140470",
,"PHILLY STATION "	,"REGENCY SQUARE "	,"02", "32"	,"68"	,"30"	,"00001172080",
,"LOCKWOOD FREELAND RE	,"HARRY E. JAMES BUILDI"	,"05", "35"	,"00"	,"30"	,"00033819100",
,"LOCKWOOD FREELAND RE	,"HARRY E. JAMES BUILD"	,"20", "50"	,"00"	,"30"	,"00008635250",
,"LOCKWOOD FREELAND RE	,"HARRY E. JAMES BUILDI"	,"05", "00"	,"00"	,"60"	,"00008635250",
,"R.S. PROPERTIES INC."	,"REGENCY SQUARE "	,"02", "32"	,"68"	,"30"	,"00001024230",
,"HOT TOPIC "	,"9501 ARLINGTON EXPRES"	,"02", "32"	,"68"	,"30"	,"00000016450",
,"DIMPLES INC. #1840 "	,"HAIR CUTTERY/REGENCY "	,"02", "32"	,"68"	,"30"	,"00001578770",
,"HOME DEPOT U.S.A INC."	,"REGENCY SQUARE "	,"05", "35"	,"69"	,"30"	,"00015052600",
,"HOULIHAN'S RESTAURANT"	,"REGENCY SQUARE "	,"06", "36"	,"68"	,"30"	,"00053736900",
,"THE LIMITED #890 "	,"REGENCY SQUARE "	,"02", "32"	,"68"	,"30"	,"00001193580",
,"AMERADA HESS COMPANIE	,"9580 REGENCY SQUOARE "	,"05", "35"	,"00"	,"30"	,"00000194100",
,"AMERADA HESS COMPANIE	,"9580 REGENCY SQUARE B"	,"04", "00"	,"00"	,"60"	,"00002028770",
,"LERNER SHOES INC. "	,"RACK ROOM SHOES #197 "	,"02", "32"	,"68"	,"30"	,"00000000550",
,"ERP OPERATING LIMITED"	,"SPICEWOOD SPRINGS 445"	,"06", "36"	,"00"	,"50"	,"00001788900",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00013965100",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00009065700",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00011952400",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00010692600",
,"ERP OPERATING LIMITED"	,"THE CROSSING FITNESS "	,"06", "36"	,"00"	,"30"	,"00003690800",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00010881400",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00012394500",
,"ERP OPERATING LIMITED"	,"THE CROSSING - BUILDI"	,"06", "36"	,"00"	,"50"	,"00011087400",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00011856100",
,"ERP OPERATING LIMITED"	,"SPICEWOOD SPRINGS 445"	,"06", "36"	,"00"	,"50"	,"00028647600",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00010932600",
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06", "36"	,"00"	,"50"	,"00011634500",
,"ERP OPERATING LIMITED"	,"SPICEWOOD SPRINGS 445"	,"06", "36"	,"00"	,"50"	,"00020680900",
,"ERP OPERATING LIMITED"	,"SPICEWOOD SPRINGS 445"	,"06", "36"	,"00"	,"50"	,"00001409100",

,"ERP OPERATING LIMITED"	,"SPICEWOOD SPRINGS 445"	,"06"	,"36"	,"00"	,"50"	,"00033173500"
,"ERP OPERATING LIMITED"	,"OFFICE/SWIMMING POOL "	,"06"	,"36"	,"00"	,"30"	,"00018146700"
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06"	,"36"	,"00"	,"50"	,"00013539400"
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06"	,"36"	,"00"	,"50"	,"00008869200"
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06"	,"36"	,"00"	,"50"	,"00010793600"
,"MONTGOMERY WARD-1428"	,"REGENCY SQUARE "	,"06"	,"36"	,"69"	,"30"	,"00017984600"
,"ERP OPERATING LIMITED"	,"THE CROSSING BUILDING"	,"06"	,"36"	,"00"	,"50"	,"00012542000"
,"JOHNSTON & MURPHY #15"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000239600"
,"GADZOOK'S "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000012130"
,"HAVERTY FURNITURE COM"	,"9735 ATLANTIC BOULEVA"	,"04"	,"34"	,"69"	,"30"	,"00000918140"
,"HAVERTYS FURNITURE #1"	,"9735 ATLANTIC BOULEVA"	,"04"	,"99"	,"00"	,"60"	,"00000679800"
,"KINNEY SHOE CORP#0631"	,"LADY FOOTLOCKER/REGEN"	,"02"	,"32"	,"68"	,"30"	,"00000039060"
,"IMAGE FASHIONS INC. "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000620760"
,"NATURAL WONDERS INC. "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000074170"
,"KAY RETAIL #1420 "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000388310"
,"AUNTIE-ANNE'S PRETZEL"	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000854290"
,"KINNEY SHOE CORP#4689"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00002198670"
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE "	,"04"	,"34"	,"68"	,"30"	,"00000160710"
,"JARMAN SHOES #1160 "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000228020"
,"LOWE'S OF E. JACKSONV"	,"REGENCY SQUARE "	,"06"	,"00"	,"00"	,"60"	,"00002718100"
,"LOWE'S OF E. JACKSONV"	,"REGENCY SQUARE "	,"06"	,"36"	,"70"	,"30"	,"00000215417"
,"LERNER STORE #194 "	,"REGENCY SQUARE "	,"02"	,"32"	,"70"	,"30"	,"00002054450"
,"LANE BRYANT "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000844660"
,"BARNES & NOBLE BOOK S"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000478750"
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE "	,"04"	,"34"	,"68"	,"30"	,"00000194900"
,"GAP INC "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000495820"
,"BOMBAY COMPANY#570 "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000872870"
,"ELANGY CORPORATION "	,"LITTMAN JEWELERS#901 "	,"02"	,"32"	,"68"	,"30"	,"00000400580"
,"REGIS CORPORATION SIT"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000187020"

,"KAT MAN DU "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000141220",
,"MERLE NORMAN "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000112140",
,"BELK #142 "	,"REGENCY SQUARE "	,"05", "35"	,"70" ,"30"	,"00012655000",
,"BELK INC. #142 "	,"REGENCY SQUARE "	,"07", "37"	,"70" ,"30"	,"00002629900",
,"TAPE WORLD "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00001001890",
,"JD-ASG MANAGEMENT CO."	,"9841 ATLANTIC BOULEVA"	,"04", "99"	,"00" ,"60"	,"00003718330",
,"JD-ASG MANAGEMENT CO."	,"9841 ATLANTIC BOULEVA"	,"05", "35"	,"00" ,"30"	,"00005856700",
,"BISCUITS, ETC "	,"9501 ARLINGTON EXPRES"	,"02", "32"	,"68" ,"30"	,"00000072380",
,"BARRY MANUFACTURING "	,"127 MONUMENT ROAD "	,"02", "00"	,"00" ,"30"	,"00002180640",
,"ELECTRONICS BOUTIQUE "	,"REGENCY SQUARE/SPACE "	,"02", "32"	,"68" ,"30"	,"00000793970",
,"ROADHOUSE GRILL "	,"9805 ATLANTIC BOULEVA"	,"06", "36"	,"00" ,"30"	,"00001509800",
,"ROADHOUSE GRILL "	,"9805 ATLANTIC BOULEVA"	,"04", "99"	,"00" ,"60"	,"00001153840",
,"H.A. YEARGIN "	,"707 MILLCREEK ROAD #1"	,"05", "35"	,"00" ,"30"	,"00009712230",
,"H.A. YEARGIN "	,"707 MILLCREEK ROAD #1"	,"20", "50"	,"00" ,"30"	,"00006978450",
,"H.A. YEARGIN "	,"SPRINKLER "	,"04", "99"	,"00" ,"60"	,"00006978450",
,"MARKS BROS. INC. "	,"WHITEHALL CO./REGENCY"	,"02", "32"	,"68" ,"30"	,"00000524740",
,"THE CHILDREN'S PLACE "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00001424430",
,"MITCHELL'S FORMAL WEAR "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000936090",
,"REGENCY REALTY GROUP "	,"OFFICE BUILDING "	,"08", "38"	,"70" ,"30"	,"00037643000",
,"REGENCY REALTY GROUP "	,"OFFICE BUILDING "	,"20", "50"	,"70" ,"30"	,"00008210000",
,"REGENCY REALTY GROUP "	,"SPRINKLER "	,"06", "99"	,"00" ,"60"	,"00039493700",
,"REGENCY REALTY GROUP "	,"COOLING TOWER "	,"05", "99"	,"00" ,"30"	,"00008210000",
,"CROWLEY AMERICAN TRAN "	,"NORTH REGENCY TWO: OF"	,"08", "38"	,"70" ,"30"	,"00191371000",
,"CROWELY AMERICAN TRAN "	,"NORTH REGENCY TWO: OF"	,"20", "50"	,"70" ,"30"	,"00008060760",
,"CROWELY AMERICAN TRAN "	,"NORTH REGENCY TWO: OF"	,"20", "50"	,"70" ,"30"	,"00009221000",
,"CROWLEY AMERICAN TRAN "	,"NORTH REGENCY TWO:COO"	,"05", "99"	,"00" ,"30"	,"00009221000",
,"CROWLEY AMERICAN TRAN "	,"NORTH REGENCY TWO:SPR"	,"06", "99"	,"00" ,"60"	,"00008060760",
,"LBK. LP DBA THE OAKS "	,"BUILDING 7, N. METER "	,"06", "36"	,"00" ,"50"	,"00009904600",
,"LBK, LP DBA THE OAKS "	,"BUILDING 14 "	,"06", "36"	,"00" ,"50"	,"00013348700",

,"LBK, LP DBA THE OAKS "	,"BUILDING 10 "	,"06", "36"	,"00"	,"50"	,"00010925800",
,"LBK, LP DBA THE OAKS "	,"CAR WASH "	,"04", "34"	,"00"	,"30"	,"00002380800",
,"LBK, LP DBA THE OAKS "	,"BUILDING 1 "	,"06", "36"	,"00"	,"50"	,"00008016800",
,"LBK, LP DBA THE OAKS "	,"BUILDING 8 "	,"06", "36"	,"00"	,"50"	,"00005874000",
,"LBK, LP DBA THE OAKS "	,"SWIMMING POOL "	,"04", "34"	,"00"	,"30"	,"00016510650",
,"LBK, LP DBA THE OAKS "	,"BUILDING 9 "	,"06", "36"	,"00"	,"50"	,"00014099600",
,"HCMC INC. CONSULTANT "	,"OFFICE BUILDING "	,"06", "36"	,"00"	,"30"	,"00013114450",
,"HCMC INC. CONSULTANT "	,"OFFICE BUILDING "	,"20", "50"	,"00"	,"30"	,"00001651000",
,"HCMC INC. CONSULTANT "	,"OFFICE BUILDING "	,"20", "50"	,"00"	,"30"	,"00012727300",
,"HCMC INC. CONSULTANT "	,"COOLING TOWER "	,"05", "99"	,"00"	,"30"	,"00001651000",
,"LBK, LP DBA THE OAKS "	,"BUILDING 11 "	,"06", "36"	,"00"	,"50"	,"00013259300",
,"LBK, LP DBA THE OAKS "	,"BUILDING 12 "	,"06", "36"	,"00"	,"50"	,"00011559500",
,"LBK, LP DBA THE OAKS "	,"BUILDING 13, EAST MET"	,"06", "36"	,"00"	,"50"	,"00002220000",
,"LBK, LP DBA THE OAKS "	,"BUILDING 13, WEST MET"	,"06", "36"	,"00"	,"50"	,"00008653700",
,"LBK, LP DBA THE OAKS "	,"OFFICE "	,"06", "36"	,"00"	,"30"	,"00009006700",
,"LBK, LP DBA THE OAKS "	,"BUILDING 15 "	,"06", "36"	,"00"	,"50"	,"00006117400",
,"LBK, LP DBA THE OAKS "	,"BUILDING 16 "	,"06", "36"	,"00"	,"50"	,"00020058000",
,"LBK, LP DBA THE OAKS "	,"BUILDING 17 "	,"06", "36"	,"00"	,"50"	,"00005447200",
,"LBK, LP DBA THE OAKS "	,"MAINTENANCE BUILDING "	,"02", "32"	,"00"	,"30"	,"00000293180",
,"LBK, LP DBA THE OAKS "	,"BUILDING #2 "	,"06", "36"	,"00"	,"50"	,"00001252260",
,"ORANGE TREE "	,"9501 ARLINGTON EXPRES"	,"02", "32"	,"68"	,"30"	,"00003633910",
,"LBK, LP DBA THE OAKS "	,"BUILDING #3 "	,"06", "36"	,"00"	,"50"	,"00011561400",
,"HCMC INC. CONSULTANT "	,"SPRINKLER "	,"05", "99"	,"00"	,"60"	,"00012727300",
,"LBK, LP DBA THE OAKS "	,"BUILDING 4, WEST METE"	,"06", "36"	,"00"	,"50"	,"00004827300",
,"SELECT COMFORT RETAIL"	,"REGENCY SQUARE "	,"02", "32"	,"68"	,"30"	,"00000336430",
,"LBK, LP DBA THE OAKS "	,"BUILDING 4, EAST METE"	,"06", "36"	,"00"	,"50"	,"00002334400",
,"AE OUTFITTERS RETAIL "	,"REGENCY SQUARE MALL "	,"02", "32"	,"68"	,"30"	,"00000579040",
,"LBK, LP DBA THE OAKS "	,"BUILDING #5 "	,"06", "36"	,"00"	,"50"	,"00019062000",
,"G & G SHOPS D/B/A RAV"	,"REGENCY SQUARE "	,"02", "32"	,"68"	,"30"	,"00000165150",

,"LBK, LP DBA THE OAKS "	,"BUILDING #6 "	,"06"	"36"	,"00"	,"50"	,"00016219000"
,"BETSY'S HALLMARK "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000390110"
,"LBK, LP DBA THE OAKS "	,"BUILDING 7, S. METER "	,"06"	"36"	,"00"	,"50"	,"00001448100"
,"CLAIRE'S BOUTIQUE #62"	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000137110"
,"CONSUMER PULSE "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000226300"
,"PROLUBE "	,"181 LIBRARY ROAD "	,"04"	"34"	,"00"	,"30"	,"00001027870"
,"PETSMART #299 "	,"356 MONUMENT ROAD "	,"05"	"35"	,"69"	,"30"	,"00006180700"
,"J C PENNEYS "	,"9501 ARLINGTON EXPRES"	,"07"	"37"	,"73"	,"30"	,"00047376200"
,"PHYSICIAN PRACTICE MA"	,"9090 REGENCY SQUARE B"	,"06"	"36"	,"69"	,"30"	,"00002784400"
,"PHYSICIAN PRACTICE MA"	,"9090 REGENCY SQUARE B"	,"04"	"99"	,"00"	,"60"	,"00010810550"
,"LIMITED EXPRESS #398 "	,"REGENCY SQUARE "	,"04"	"34"	,"68"	,"30"	,"00001204040"
,"GARDEN RIDGE INC. "	,"201 MONUMENT ROAD "	,"07"	"37"	,"00"	,"30"	,"00006715500"
,"GARDEN RIDGE INC. "	,"201 MONUMENT ROAD/IRR"	,"06"	"99"	,"00"	,"60"	,"00033178600"
,"ORIENTAL EXTRAVAGANZA "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00001709590"
,"CINNABON INC. "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000620380"
,"BABBAGE'S ETC. #107 "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000388170"
,"ZALES #1207 "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000194550"
,"GENERAL NUTRITION CNT"	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00000288280"
,"5-7-9 SHOP #1247 "	,"9501 ARLINGTON EXPRES"	,"02"	"32"	,"68"	,"30"	,"00000732040"
,"BIG EASY CAJUN "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00003296950"
,"CREST CHEVROLET-GEO "	,"8725 ARLINGTON EXPWY "	,"06"	"36"	,"00"	,"30"	,"00016984300"
,"RADIO SHACK #8801 "	,"REGENCY SQUARE "	,"02"	"32"	,"68"	,"30"	,"00001990370"
,"THE GLC GROUP LLC "	,"GLC PROFESSIONAL BLDG"	,"06"	"36"	,"00"	,"30"	,"00007471200"
,"REGENCY LAKES APARTME "	,"353 MONUMENT ROAD "	,"09"	"39"	,"00"	,"50"	,"00238021000"
,"REGENCY LAKES APARTME "	,"353 MONUMENT ROAD "	,"09"	"39"	,"00"	,"50"	,"00000082800"
,"REGENCY LAKES APARTME "	,"353 MONUMENT ROAD "	,"20"	"50"	,"00"	,"50"	,"00000096490"
,"REGENCY LAKES APARTME "	,"353 MONUMENT ROAD "	,"20"	"50"	,"00"	,"50"	,"00000130570"
,"REGENCY LAKES APARTME "	,"353 MONUMENT ROAD "	,"20"	"50"	,"00"	,"50"	,"00000053550"
,"REGENCY LAKES APARTME "	,"353 MONUMENT ROAD "	,"20"	"50"	,"00"	,"50"	,"00000113190"



,"REGENCY LAKES APARTME	,"IRRIGATION "	,"02",	"99"	,"00"	,"60"	,"00000113190",
,"REGENCY LAKES APARTME	,"IRRIGATION "	,"02",	"99"	,"00"	,"60"	,"00000096490",
,"REGENCY LAKES APARTME	,"IRRIGATION "	,"02",	"99"	,"00"	,"60"	,"00000130570",
,"REGENCY LAKES APARTME	,"IRRIGATION "	,"02",	"99"	,"00"	,"60"	,"00000053550",
,"HAYDEN BURNS LIBRARY "	,"LIBRARY ROAD "	,"05",	"35"	,"00"	,"70"	,"00008122800",
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE "	,"05",	"35"	,"68"	,"30"	,"00002024100",
,"REGENCY WOOD CONDOS "	,"2" METER "	,"06",	"36"	,"00"	,"50"	,"00004536180",
,"REGENCY WOOD CONDOS "	,"WEST METER "	,"08",	"38"	,"00"	,"50"	,"00000366020",
,"REGENCY WOOD "	,"SPRINKLER METER "	,"06",	"00"	,"00"	,"60"	,"00011772000",
,"REGENCY WOOD CONDOS "	,"EAST METER "	,"08",	"38"	,"00"	,"50"	,"00000319903",
,"REGENCY WOOD CONDOS "	,"REGENCY WOOD/IRRIGATI"	,"06",	"99"	,"00"	,"60"	,"00060318000",
,"REGIS CORPORATION #09"	,"REGENCY SQUARE "	,"02",	"32"	,"00"	,"30"	,"00000000440",
,"REGIS CORP#0941 "	,"REGENCY SQUARE "	,"02",	"32"	,"68"	,"30"	,"00002140840",
,"ASHLEY'S GIFTS, INC. "	,"9501 ARLINGTON EXPRES"	,"02",	"32"	,"68"	,"30"	,"00000522110",
,"DANCO OF JAX,INC. DBA"	,"9501 ARLINGTON EXPRES"	,"02",	"32"	,"68"	,"30"	,"00000135850",
,"THE DISNEY STORE INC "	,"REGENCY SQUARE "	,"02",	"32"	,"68"	,"30"	,"00000077570",
,"GYMBOREE "	,"REGENCY SQUARE "	,"02",	"32"	,"68"	,"30"	,"00000806470",
,"CAR SPA INC. "	,"9715 ATLANTIC BOULEVA"	,"06",	"36"	,"00"	,"30"	,"00002160700",
,"CAR SPA INC. "	,"9715 ATLANTIC BOULEVA"	,"04",	"00"	,"00"	,"60"	,"00001600800",
,"R.S. PROPERTIES THREE"	,"CLEANING ROOM "	,"02",	"99"	,"00"	,"30"	,"00000377960",
,"LUX CORPORATION #2237"	,"d/b/a MR. RAGS "	,"02",	"32"	,"68"	,"30"	,"00000567010",
,"TJT INVESTMENTS INC/T"	,"9875 ATLANTIC BOULEVA"	,"04",	"34"	,"00"	,"30"	,"00000189150",
,"TJT INVESTMENTS INC./"	,"9875 ATLANTIC BOULEVA"	,"05",	"00"	,"00"	,"60"	,"00002146200",
,"STEAK N SHAKE INC. "	,"REGENCY SQUARE BLVD. "	,"04",	"34"	,"00"	,"30"	,"00004207520",
,"STEAK N SHAKE INC. "	,"REGENCY SQUARE BOULEV"	,"04",	"00"	,"00"	,"60"	,"00005161340",
,"ALLIED DISC.TIRES #80"	,"9927 ATLANTIC BOULEVA"	,"06",	"36"	,"00"	,"30"	,"00006523980",
,"ALLIED DISC.TIRES #80"	,"ATLANTIC BLVD/JAX., F"	,"20",	"50"	,"00"	,"30"	,"00002380540",
,"ALLIED DISC.TIRES #80"	,"IRRIGATION/JAX., FLOR"	,"04",	"00"	,"00"	,"60"	,"00002380540",
,"AUTHENTIC PRO GEAR "	,"REGENCY SQUARE "	,"02",	"32"	,"68"	,"30"	,"00000012890",

,"SONIC DRIVE-IN RESTAU"	,"9572 REGENCY SQUARE B"	,"04"	,"00"	,"00"	,"60"	,"00000000500"
,"SONIC DRIVE-IN RESTAU"	,"9572 REGENCY SQUARE B"	,"05"	,"35"	,"00"	,"30"	,"00000006700"
,"SEARS #1635 "	,"9501 ARLINGTON EXPRES"	,"08"	,"38"	,"69"	,"30"	,"00016174000"
,"SEARS #1635 "	,"9501 ARLINGTON EXPRES"	,"20"	,"50"	,"00"	,"30"	,"00007539400"
,"SEARS #1635 "	,"COOLING TOWER "	,"06"	,"00"	,"00"	,"30"	,"00007539400"
,"STATE FARM/FACILITY C"	,"STATE FARM "	,"06"	,"36"	,"00"	,"30"	,"00010443690"
,"STATE FARM "	,"STATE FARM "	,"20"	,"50"	,"00"	,"30"	,"00020590000"
,"STATE FARM/FACILITY C"	,"IRRIGATION "	,"06"	,"99"	,"00"	,"60"	,"00020590000"
,"R.S. PROPERTIES #440 "	,"REGENCY SQUARE MALL "	,"02"	,"32"	,"68"	,"30"	,"00000264340"
,"BST-#31232 "	,"MILL CREEK ROAD "	,"07"	,"37"	,"00"	,"30"	,"00007591300"
,"VICTORIA'S SECRET STO"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000614490"
,"STRICKLAND SYSTEMS IN"	,"233 TRESKA ROAD "	,"04"	,"99"	,"00"	,"30"	,"00001642380"
,"FIRST UNION NAT'L BAN"	,"REGENCY SQUARE "	,"06"	,"36"	,"00"	,"30"	,"00036869400"
,"COMPASS BANK "	,"299 MONUMENT ROAD "	,"05"	,"35"	,"68"	,"30"	,"00001659000"
,"COMPASS BANK "	,"299 MONUMENT ROAD/SPR"	,"04"	,"99"	,"00"	,"60"	,"00002397470"
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00003076600"
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE MALL "	,"02"	,"32"	,"68"	,"30"	,"00000195320"
,"R.S. PROPERTIES SPACE"	,"9501 ARLINGTON EXPRES"	,"06"	,"36"	,"68"	,"30"	,"00001094300"
,"PERFUME MAINIA "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000833180"
,"BENTLEYS LUGGAGE "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000014195"
,"MOTHERTIME MATERNITY "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000361420"
,"SUN TIRE INC. "	,"10101 ATLANTIC BOULEV"	,"02"	,"32"	,"00"	,"30"	,"00001646360"
,"IMAGE II "	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000992390"
,"THINGS REMEMBERED TR1"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000597180"
,"PANDA EXPRESS "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000401740"
,"SUNTRUST BANKS INC. -"	,"CO#234 G/L 825770 C/C"	,"04"	,"99"	,"00"	,"60"	,"00002334960"
,"SUNTRUST BANK INC. -"	,"CO#234 G/L 825770 C/C"	,"04"	,"34"	,"00"	,"30"	,"00000036610"
,"MODERN NAILS "	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000432320"
,"BRASS & GIFTS WAREHOU"	,"DBA ADD 2 HOME "	,"02"	,"32"	,"68"	,"30"	,"00000402090"

,"R.S. PROPERTIES THREE"	,"TOTAL ENERGY PLANT "	,"02", "32"	,"00" ,"30"	,"00005558650",
,"R.S. PROPERTIES THREE"	,"TEP-COOLING TOWER "	,"07", "00"	,"00" ,"30"	,"00099746100",
,"KAY BEE TOYS #322 "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00001025700",
,"SPENCER GIFTS INC. "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000407870",
,"BODY SHOP "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000034430",
,"TRECO REALTY "	,"REGENCY PLACE APTS "	,"09", "39"	,"00" ,"50"	,"00094912000",
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,"TRECO REALTY "	,"SPRINKLER "	,"06", "99"	,"00" ,"60"	,"00061123100",
,"TRECO INC. "	,"SPRINKLER "	,"06", "99"	,"00" ,"60"	,"00019130330",
,"TRECO INC. "	,"REGENCY PLACE II "	,"09", "39"	,"00" ,"50"	,"00067726000",
,"TRECO INC. "	,"REGENCY PLACE II "	,"09", "39"	,"00" ,"50"	,"00003366790",
,"TARGET STORES "	,"TARGET EXPENSE T-645 "	,"07", "37"	,"70" ,"30"	,"00018584000",
,"R.S. PROPERTIES THREE"	,"FIRE MAIN BOOSTER PUM"	,"04", "00"	,"00" ,"30"	,"00000140280",
,"NICKELS & DIMES INC. "	,"TILT/REGENCY SQUARE "	,"04", "34"	,"68" ,"30"	,"00000101710",
,"PAUL HARRIS STORE #18"	,"V#216065 "	,"04", "34"	,"68" ,"30"	,"00000293770",
,"R.S. PROPERTIES SPACE"	,"REGENCY SQUARE "	,"04", "34"	,"68" ,"30"	,"00000803680",
,"LA BONTE INC. "	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000451270",
,"WILSON'S THE LEATHER "	,"9501 ARLINGTON EXPRES"	,"02", "32"	,"68" ,"30"	,"00000003990",
,"S & K FAMOUS BRANDS "	,"9501 ARLINGTON EXPRES"	,"05", "35"	,"69" ,"30"	,"00000098430",
,"WOODCREEK APARTMENTS "	,"WOODCREEK APARTMENTS "	,"08", "38"	,"00" ,"50"	,"00076300000",
,"WOODCREEK APARTMENTS "	,"401 MONUMENT ROAD "	,"08", "38"	,"00" ,"50"	,"00058274000",
,"F W WOOLWORTH #31475/"	,"REGENCY SQUARE "	,"06", "36"	,"72" ,"30"	,"00001953050",
,"GAP KIDS "	,"REGENCY SQUARE. SPACE"	,"04", "34"	,"69" ,"30"	,"00002027260",
,"WORLD FOOTLOCKER #250"	,"9501 ARLINGTON EXPRES"	,"02", "32"	,"68" ,"30"	,"00000359310",
,"CLAIRE'S BOUTIQUE "	,"DBA AFTERTHOUGHTS #81"	,"02", "32"	,"68" ,"30"	,"00000034370",
,"WENDYS OF N.E. FLORID"	,"77 MONUMENT ROAD "	,"04", "34"	,"00" ,"30"	,"00001416830",
,"WENDYS OF N.E. FLORID"	,"77 MONUMENT ROAD "	,"04", "00"	,"00" ,"60"	,"00001380060",
,"FREDERICKS OF HYWD #1"	,"REGENCY SQUARE "	,"02", "32"	,"68" ,"30"	,"00000512640",

,"BARNIE'S COFFEE & TEA"	,"REGENCY SQUARE SPACE "	,"02"	,"32"	,"68"	,"30"	,"00000836880",
,"R.S. PROPERTIES #160 "	,"9501 ARLINGTON EXPRES"	,"02"	,"32"	,"68"	,"30"	,"00000769320",
,"WOLF CAMERA INC. #130"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00000221960",
,"MT. FUJI JAPANESE STE"	,"10055 ATLANTIC BOULEV"	,"05"	,"35"	,"00"	,"30"	,"00007866700",
,"GORDON JEWELERS #4021"	,"REGENCY SQUARE "	,"02"	,"32"	,"68"	,"30"	,"00001044420",
,"ARCHITECTURAL WINDOWS "	,"327 TRESCA ROAD "	,"04"	,"99"	,"00"	,"30"	,"00003633070",
,"ACS SECURITY SYSTEMS "	,"403 TRESCA ROAD "	,"02"	,"99"	,"00"	,"30"	,"00000537310",
,"DRUNANIE, FRANCOIS "	,"502 CHANCELLOR DRIVE "	,"02"	,"22"	,"00"	,"10"	,"00000171840",
,"LEE, ERIC "	,"576 CHANCELLOR DRIVE "	,"02"	,"00"	,"00"	,"60"	,"00000116940",
,"AMERICAN MULTI CINEMA"	,"DBA REGENCY 24 (0309)"	,"08"	,"38"	,"70"	,"30"	,"00005678000",
,"R.S. PROPERTIES THREE"	,"AMC THEATER 2" IRRIGA"	,"06"	,"00"	,"00"	,"60"	,"00014545600",
,"R.S. PROPERTIES THREE"	,"AMC IRRIGAITON "	,"02"	,"00"	,"00"	,"60"	,"00002727590",
,"O'STEEN'S BODY SHOP "	,"241 TRESCA ROAD "	,"02"	,"99"	,"00"	,"30"	,"00000097280",
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,"R.S.PROPERTIES "	,"9501 ARLINGTON EXPRES"	,"20"	,"00"	,"00"	,"30"	,"00004224471",

## Schedule D

Utility Agreements

	<u>Date</u>	<u>Not Recorded</u>	<u>Recorded</u>	<u>Vol/Book #</u>
Condev Corporation Woodcreek Apartments	11/19/73	X		
Regency East Office Park	01/02/74	X		
Southern Bell Telephone Company	06/03/74	X		
The Green Jacket Rest. Sailmaker	06/06/74	X		
Linbee 76-1 Arby's	02/23/77	X		
The Dobson Children Inter Vivos Trust Whataburger	03/14/77	X		
Wendy's	04/20/77	X		
Brighton Investments, Inc. Bonanza	12/08/78	X		
Regency Place II, Ltd. Regency Place II	09/02/83		X	Vol. 5949 Pg. 295-306
North Regency Two, LTd. North Regency Two	10/17/83		X	Vol. 5950 Pg. 46-57
The Atrium of Jacksonville, Ltd. – The Atrium	10/23/84		X	Vol. 5949 Pg. 319-331
University/Monument Road Land Co. – Spicewood/Crossing	04/23/85		X	Vol. 5949 Pg. 307-318
Atlantic National Bank of FL Atlantic National Bank	02/21/86		X	Vol. 6093 Pg. 1182-1194
Oaks at Millcreek	10/21/86		X	Vol. 6244 Pg. 2014-2023
Oaks at Millcreek Addendum to Utility Agreement	12/31/86		X	Vol. 6410 Pg. 1579-1581
Sun Bank/North Florida Branch Bank	07/23/87		X	Vol. 6392 Pg. 2139-2150
R.S. Properties, Inc. Theatre	02/15/90		X	Vol. 6873 Pg. 0799-0810

	<u>Date</u>	<u>Not Recorded</u>	<u>Recorded</u>	<u>Vol/Book #</u>
Dayton Hudson Corporation Target	04/15/91		X	Vol. 7095 Pg. 0501-0515
Regency Retail Investors Pace Membership Warehouse	06/14/91		X	Vol. 7143 Pg. 2020-2032
Pruential Health Care Plan, Inc. – Prucare Facility	12/20/91		X	Vol. 7250 Pg. 2105-2117
Robert W. Deason, D.D.S. Deason Dental Office	06/05/92		X	Vol. 7353 Pg. 0199-0211
The Atrium of Jacksonville, Ltd. – Atrium Phase II	11/30/94		X	Book 8045 Pg. 265-276 Doc. #95041346
The Atrium Nursing Home, Inc. – Atrium Phase II	12/07/94		X	Book 8045 Pg. 253-264 Doc. #95041345
Petsmart, Inc.	12/20/94		X	Book 8045 Pg. 277-288 Doc. #95041347
Home Depot U.S.A., Inc.	05/26/95		X	Book 8153 Pg. 1900-1911 Doc. #95157867
Jacksonlowe Limited Partnership – Lowes	10/04/96		X	Book 8479 Pg. 1578-1590 Doc. #96238902
Centex Homes Regency Creek	12/03/97		X	Book 8816 Pg. 1617-1626 Doc. #98000431
Amerada Hess/CIBC Business Trust No. 1998- 1 Hess Gas Station	12/15/99		X	Book 9501 Pg. 303-313 Doc. #99309263
Lynda L. Barco Boleros Dancesport, Inc.	01/14/00		X	Book 9538 Pg. 415-424 Doc. #2000028985
Lynda L. Barco – Addendum to Utility Agreement Boleros Danceplex	05/10/00		X	Book 9667 Pg. 542-545 Doc. #2000146311
SDI of Regency LLC Sonic Drive-In Restaurant	08/24/00		X	Book 9775 Pg. 1381-1390 Doc. #2000242716

	<u>Date</u>	<u>Not Recorded</u>	<u>Recorded</u>	<u>Vol/Book #</u>
The JASZ Group, LLC Zaxby's	02/12/01		X	Book 9919 Pg. 485-494 Doc. #2001062678

**ESCROW AGREEMENT**

This ESCROW AGREEMENT, dated as of April 10, 2001, between JEA (formerly known as Jacksonville Electric Authority as escrow agent (the "Escrow Agent"), and REGENCY UTILITIES, INC., ("Seller").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, JEA as Purchaser and Seller are entering into an Asset Purchase Agreement, dated as of April 10, 2001 (the "Asset Purchase Agreement"), pursuant to which Seller is selling to JEA as Purchaser Seller's water and sewer utilities system (as more particularly defined in the Asset Purchase Agreement, the "System"); and

WHEREAS, in consideration of the sale to it of the System, Seller has agreed, pursuant to the Water and Sewer Asset Purchase Agreement, to allow JEA to retain \$ \_\_\_\_\_ in escrow, subject to and in accordance with the terms and conditions of this Agreement, to be used and applied as set forth herein; and

WHEREAS, Seller appoints JEA as the Escrow Agent to perform the duties provided for in this Agreement; and

WHEREAS, the Escrow Agent desires to accept such appointment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Seller and the Escrow Agent hereby agree as follows:

1. **Appointment of Escrow Agent.** Seller hereby appoints the Escrow Agent as escrow agent to perform the duties provided herein. Such appointment shall terminate upon the final release of the escrowed funds in accordance with Section 3(c) hereof. The Escrow Agent accepts the duties hereby created and applicable to it and agrees to perform the same but only upon the terms of this Agreement.

a. **Duties.** It is agreed that the duties and obligations of the Escrow Agent are those herein specifically provided and no other. The Escrow Agent shall not have any liability under, nor duty to inquire into, the terms and provisions of any agreement or instrument, other than this Agreement. Its duties are ministerial in nature and the Escrow Agent shall not incur any liability whatsoever other than for its own willful misconduct or negligence.

b. **Right to Follow Instructions.** The Escrow Agent shall not incur any liability for following instructions herein contained or expressly provided for, or written instructions given by the parties hereto.

c. **No Duty to Verify.** The Escrow Agent shall not have any responsibility for the genuineness or validity of any document or other material presented to it nor any liability for any action taken, suffered or omitted in accordance with any written instructions or certificates given to it hereunder, and believed by it to be signed by the proper party or parties.



d. **Consultation with Counsel.** The Escrow Agent may consult with counsel of its choice, including in-house counsel, and shall not be liable for any action taken, suffered or omitted by it in accordance with the advice of such counsel.

e. **Conflicting Instructions.** In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction.

f. **Legal Proceedings.** The Escrow Agent shall not be required to institute legal proceedings of any kind and shall not be required to initiate or defend any legal proceedings which may be instituted against it in respect of the subject matter of this Agreement. If the Escrow Agent does elect to act it will do so only to the extent that it is indemnified to its satisfaction against the cost and expense of such defense or initiation.

g. **Changes to the Agreement.** The Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission or supersession of this Agreement unless the same shall be in writing and signed by all of the other parties hereto and, if its rights, duties, immunities or indemnities as escrow agent are affected thereby, unless it shall have given its prior consent thereto.

2. **Release of Escrow Agent.** The Escrow Agent may at any time resign by giving written notice of its resignation to the parties hereto at their respective addresses set forth in this Agreement, at least ten (10) days prior to the date specified for such resignation to take effect, and, subject to the Escrow Agent's lien described in Section 7 hereof, upon the effective date of such resignation, all property then held by the Escrow Agent shall be delivered by it to such person as may be designated in writing by the other parties hereto, whereupon all of the Escrow Agent's duties and obligations hereunder shall cease and terminate. If no such person shall have been designated by such time, all duties and obligations of the Escrow Agent shall nevertheless cease and terminate. The Escrow Agent's sole responsibility thereafter shall be to keep safely all property then held by it pursuant to this Agreement and to deliver the same to a person or persons designated by all of the other parties hereto or in accordance with the directions of a final order or judgment of a court of competent jurisdiction.

### 3. **Escrow Instructions.**

a. **Receipt of Funds; Deposits to Escrow Account.** The Escrow Agent acknowledges receipt of \$ \_\_\_\_\_ which it agrees to hold in trust for the purposes and subject to the terms of this Agreement. Such amount shall be deposited into an account established and held by the Escrow Agent hereunder and designated as the "Escrow Account".

b. **Payments From Escrow Account Prior to Final Release Date.** Seller has agreed to undertake the acquisition of the easements listed on Exhibit B. attached hereto. When Seller acquires an easement listed on Exhibit B. in JEA's behalf or requests JEA to determine that an easement listed is no longer needed, Seller may provide Escrow Agent with a certificate certifying that acquisition has been accomplished or that the easement is no longer needed and that Seller is entitled to the amount established on Exhibit B. Escrow Agent shall, in good faith, forthwith determine whether the easement certified has been acquired or is no longer

needed. For every easement listed on Exhibit B that the Escrow Agent determines to have been acquired or to have become no longer needed within two (2) years from the date hereof, the Escrow Agent shall disburse the amount established for the easement listed on Exhibit B to the Seller.

c. **Final Release of Amounts in Escrow Account.** The Escrow Agent may retain all amounts remaining on deposit in the Escrow Account on the Final Release Date (excluding any interest or any investment income thereon which shall be paid over to the Seller). The Final Release Date shall either be two years from date or upon the good faith determination and payment required above for all easements timely certified by Seller to have been acquired or to be no longer needed within two years from date, whichever occurs first.

4. **Interest Payment on Escrowed Funds.** Escrow Agent agrees to pay five percent (5%) simple interest to Seller on all escrowed funds during the term of the Escrow Agreement.

5. **DISCLAIMER AND INDEMNITY.** IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE TO SELLER OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, INCLUDING WITHOUT LIMITATION, FOR BREACH OF THIS AGREEMENT OR OF TORT. EXCEPT WITH RESPECT TO THE ESCROW AGENT'S WILLFUL MISCONDUCT OR NEGLIGENCE, SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE ESCROW AGENT FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, ACTIONS, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, ARISING OUT OF AND IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND, WITH RESPECT TO CLAIMS ARISING IN CONNECTION WITH THE ESCROW AGENT'S DUTIES WHILE ACTING AS SUCH, THE RESIGNATION OF THE ESCROW AGENT.

6. **Notices.** Any notice, request or other communication permitted or required by this Agreement to be given to any party shall be in writing (including telegram, telecopier or similar writing) and shall be given to such party at its address or telecopier number set forth below or such other address or telecopier number as such party may hereafter specify for the purpose by notice to the other parties. Each such notice, request or other communication shall be effective (i) if given by telecopy, when such telecopy is transmitted to the telecopier number specified below (or such other telecopier number as hereafter may be specified) and the appropriate answerback is received, (ii) if given by mail, five days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified below (or such other address as hereafter may be specified).

If given to Escrow Agent.

JEA  
21 West Church Street  
Jacksonville, Florida 32202  
Attn: Strategic Assessment Officer  
Telecopier: (904) 665-7382

and if given to Seller:

Regency Utilities, Inc.  
Attn: George Brookshire  
121 W. Forsyth Street  
Suite 810  
Jacksonville, Florida 32202  
Telecopier:

7. **Fees of the Escrow Agent.** The Escrow Agent shall not be paid for its duties as escrow agent.

8. **Separate Counterparts.** This Agreement may be executed in any number of separate counterparts and by each of the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

9. **Governing Law.** This agreement shall be construed and governed in accordance with the laws applicable to agreements made or performed in the State of Florida without regard to the principles of conflicts of laws thereof. Any action brought hereunder shall be brought in the courts of the parties hereto irrevocably consent to the jurisdiction of said courts.

10. **Waiver.** No term the State of Florida, and or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto; and any such waiver of the terms or provisions hereof shall be effective only in the specific instance and for the specific purpose given.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized, as of the date first above written.

**JEA (as ESCROW AGENT)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REGENCY UTILITIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B**  
**TO ASSET PURCHASE AGREEMENT**

I. Undocumented Easements

PARCEL	ITEMS NEEDED	ESCROW AMOUNT
Parcel 8: Mount Fuji	<ol style="list-style-type: none"> <li>1. Easement from Tran and Duong Corporation, a Florida corporation, to Regency Utilities and Assignment of the same from Regency Utilities, Inc. to proposed insured.</li> <li>2. Consent, Subordination, Non-Disturbance and Attornment Agreement from Imperial Bank to Regency Utilities, Inc., subordinating the Mortgage recorded in O.R. Book 9760, Page 634, Assignment of Rents and Leases, recorded in O.R. Book 9760, Page 668 and UCC Financing Statement recorded in O.R. Book 9760, Page 687.</li> <li>3. Release of Claim of Lien against Tran and Duong Corporation by Casa Italiana, L.L.C. as recorded in O.R. Book 9853, Page 1629, Public Records of Duval County, Florida.</li> </ol>	\$ 45,000.00
Parcel 43: Barco	<ol style="list-style-type: none"> <li>1. Corrective Easement from Kathy Louise Barco Lane, Barry Ray Barco and Charles Keith Barco as Personal Representatives of the Estate of Lynda L. Barco, deceased, to Regency Utilities, Inc., to correct Easement recorded in O.R. Book 9667, Page 546, which was not executed by the correct parties.</li> <li>2. Proper transcript of the Probate proceedings of Lynda L. Barco, deceased, Clay County Probate Case No. CP-2000-28, to be recorded in Duval County.</li> <li>3. Creditors' claims in the Estate of Lynda L. Barco, deceased, must be properly cleared.</li> </ol>	\$ 10,000.00
	<ol style="list-style-type: none"> <li>4. Proof of proper estate tax clearances must be recorded with respect to the Estate of Lynda L. Barco, deceased.</li> <li>5. Consent and subordination of the mortgage from Robert Carl Jones to The Independent Life and</li> </ol>	

	<p>Accident Insurance Company recorded in O.R. Book 6738, Page 477; together with Assignment recorded in O.R. Book 8673, Page 1972 and Assignment to Lynda L. Barco recorded in O.R. Book 8673, Page 1976), Public Records of Duval County, Florida, as to the subject property.</p> <p>6. Consent and subordination of Assignment of Leases, Rents and Profits from Robert Carl Jones to The Independent Life and Accident Insurance Company recorded in O.R. Book 6738, Page 482; together with Assignment recorded in O.R. Book 8673, Page 1972 and Assignment to Lynda L. Barco recorded in O.R. Book 8673, Page 1976.</p>	
<p>Parcel 48: Regency East</p>	<ol style="list-style-type: none"> <li>1. Corrective Warranty Deed from KMS Mortgage and Investment Company, an Ohio corporation, to Regency East Office Park II, LTD, a Florida limited partnership to correct the grantee's name as shown on Warranty Deed recorded in O.R. Book 5588, Page 2253, Public Records of Duval County, Florida.</li> <li>2. Proof of payment of taxes for the year 2000 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court.</li> <li>3. Proof of redemption of Tax Sale Certificate No. 00-16182-000-4 for taxes for the year 1999 must be furnished.</li> <li>4. Proof of redemption of Tax Sale Certificate No. 99-14750-000-1 for taxes for the year 1998 must be furnished.</li> <li>5. Proof of redemption of Tax Sale Certificate No. 98-14013-000-1 for taxes for the year 1997 must be furnished.</li> <li>6. Easement from Regency East Office Park II, Ltd., a Florida limited partnership, to Regency Utilities, Inc. and Assignment of same to proposed insured.</li> <li>7. Termination by Regency Utilities, Inc. of Easement for Utilities recorded in O.R. Book 9854, Page 1039, which was not executed by the owner of Parcel 48.</li> </ol>	<p>\$ 45,000.00</p>

	<p>8. Consent, Subordination, Non-Disturbance and Attornment Agreement from Dr. Bradford W. and Mrs. Jean S. Porter, husband and wife and Dr. Thomas C. and Mrs. Elizabeth J. Nelson, husband and wife to Regency Utilities, Inc., subordinating the Mortgage recorded in O.R. Book 9154, Page 1829 and Assignment recorded in O.R. Book 9766, Page 944, to the Easement required herein.</p> <p>9. Consent, Subordination, Non-Disturbance and Attornment Agreement from George D. West and Helen J. West to Regency Utilities, Inc., subordinating the Mortgage recorded in O.R. Book 9154, Page 1834 to the Easement required herein.</p> <p>10. Satisfactory evidence, in the form of an affidavit, must be furnished to establish that the general partner who executed Easement required herein on behalf of Regency East Office Park, II, LTD., a Florida limited partnership is not a debtor in a bankruptcy proceeding.</p>	
Parcel 57: Allied	<p>1. Easement from Allied Tire Sales, Inc., a Florida corporation, to Regency Utilities, Inc. and Assignment of same to proposed insured.</p> <p>2. Satisfactory evidence must be furnished establishing that Allied Tire Sales, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of Florida (at date of purchase and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate corporate records, can provide the certificate.</p>	\$36,000.00
Parcel 59: Garden Ridge	<p>1. Easement from Ocean Front IV, L.L.C. to Regency Utilities, Inc. and Assignment of same to proposed insured.</p> <p>2. Consent, Subordination, Non-Disturbance and Attornment Agreement from American National Insurance Company to Regency Utilities, Inc.</p>	\$50,000.00

	<p>subordinating the Mortgage and Security Agreement recorded in O.R. Book 7087, Page 1318; Assignment recorded in O.R. Book 7353, Page 1906; Mortgage Modification Agreement recorded in O.R. Book 7353, Page 1908; Modification of Mortgage recorded in O.R. Book 8157, Page 1557 and re-recorded in O.R. Book 8170, Page 204; Consent to Sale, Assumption Agreement and Modification of Note and Mortgage recorded in O.R. Book 8810, Page 596; Conditional Assignment of Rents, Leases and Revenues recorded in O.R. Book 7087, Page 1336; Absolute Assignment and Pledge of Leases, Rents and Profits recorded in O.R. Book 7353, Page 1926; Modification of Absolute Assignment and Pledge of Leases, Rents and Profits recorded in O.R. Book 8159, Page 542 and re-recorded in O.R. Book 8173, Page 2441, to the Easement required herein.</p> <p>3. Satisfactory evidence must be provided by the person(s) executing the deed or mortgage to be insured establishing the following: (A) The names of the members; (B) Whether the management of the L.L.C. is vested in a manager(s) or the members; (C) The names of any current managers or managing members; (D) Whether the authority of the person(s) executing the deed or mortgage is contained in the articles of organization or regulations of the L.L.C.; and (E) That the L.L.C. is currently in existence and has not been dissolved as a result of the death, bankruptcy, or dissolution of a member, or the transfer or termination of a member's interest. If the authority of the person(s) executing the instrument is contained in the regulations of the L.L.C., which is not filed with the Department of State, the agent must review and verify the regulations evidencing the authority, as to Ocean Front IV, L.L.C.</p>	
<p>Parcel 60: Miami Subs</p>	<p>1. Easement from 101 Monument Road, Inc., to Regency Utilities, Inc. and Assignment of same from Regency Utilities, Inc. to proposed insured.</p> <p>2. Proof of payment of taxes for the year 2000 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court.</p>	<p>\$48,000.00</p>

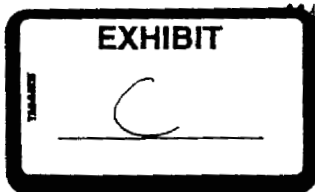


	<p>3. Satisfactory evidence must be furnished establishing that 101 Monument Road, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of Florida (at date of purchase and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate corporate records, can provide the certificate.</p>	
<p>Parcel 61: Oaks at Millcreek</p>	<ol style="list-style-type: none"> <li>1. Easement from LBK 3, L.P., a Delaware limited partnership, to Regency Utilities, Inc. and Assignment of same from Regency Utilities, Inc. to proposed insured.</li> <li>2. Satisfactory evidence in the form of an affidavit, must be furnished to establish that the general partner who executed easement required herein on behalf of LBK 3, L.P., a Delaware limited partnership is not a debtor in a bankruptcy proceeding.</li> <li>3. Consent, Subordination, Non-Disturbance and Attornment Agreement from Sun Trust Bank, Central Florida, National Association, as Trustee to Regency Utilities, Inc. subordinating the Mortgage recorded in O.R. Book 6046, Page 1883; Agreement of Assignment recorded in O.R. Book 6046, Page 1943; Assignment recorded in O.R. Book 9146, Page 603; Amended and Restated First Mortgage and Security Agreement recorded in O.R. Book 9146, Page 550; Assignment of Leases and Rentals recorded in O.R. Book 6046, Page 1933; Amended and Restated Assignment of Leases and Rents recorded in O.R. Book 9146, Page 587 and UCC Financing Statement recorded in O.R. Book 9146, Page 609 to the Easement.</li> <li>4. Consent, Subordination, Non-Disturbance and Attornment Agreement from Merrill Lynch Capital Services, Inc., a Delaware corporation, to Regency Utilities, Inc., subordinating the Mortgage recorded in O.R. Book 6046, Page 1951; Assignments recorded in O.R. Book 8987, Page 219 and O.R.</li> </ol>	<p>\$25,000.00</p>

	<p>Book 9010, Page 961; UCC Financing Statement recorded in O.R. Book 8987, Page 223 and UCC-3 Assignment recorded in O.R. Book 9417, Page 571 to the Easement.</p> <p>5. Consent, Subordination, Non-Disturbance and Attornment Agreement from Merrill Lynch Capital Services, Inc. a Delaware Corporation to Regency Utilities, Inc. subordinating the Mortgage recorded in O.R. Book 8987, Page 231; Assignment recorded in O.R. Book 9010, Page 965; Assignment of Rents and Leases recorded in O.R. Book 8987, Page 244; UCC Financing Statement recorded in O.R. Book 8987, Page 226 and UCC_3 Assignment recorded in O.R. Book 9417, Page 570, to the Easement.</p>	
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II. Other Escrow Items

PARCEL	ACTION	ESCROW AMOUNT
Parcel 58: Car Spa	1. Move Meter	\$ 1,000.00
Parcel 65: Woodcreek	2. Move Meter	\$14,000.00
<b>TOTAL ESCROW AMOUNT:</b>		\$274,000.00



Advancing Quality of Life, by Design

Engineering • Planning • Landscape Architecture • Surveying

March 23, 2001

Mr. G. W. Whitmire, Jr., President  
Regency Utilities, Inc.  
200 North Laura Street  
Jacksonville, Florida 32201

Re: Regency Utilities 10" Firemain  
At Regency Mall  
BHR Project No. 00007

Dear Mr. Whitmire:

The purpose of this letter is to provide our professional opinion of the continued adequacy of the fire flow delivery system of the Regency Mall should the JEA ultimately disconnect the fire loop section running under the mall building.

As demonstrated in our hydraulic analysis of March 5, 2001, it is our professional opinion that only nominal pressure reduction will occur should the loop section of the fire main under the building be disconnected.

The resulting flow of 1,725 gpm and the resulting pressure of 111 psi both exceed standard City of Jacksonville Fire Marshall requirements. Therefore, this reduction in pressure will not adversely impact the fire flow delivery system.

Should you have any questions, please feel free to contact our office.

Very truly yours,

*BHR, INC*  
*Gary L. Speddon* 3-23-01  
Gary L. Speddon, P.E.  
Executive Vice President

GLS/jlw

Cc: Scott Kelly, JEA

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Advancing Quality of Life by Design

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March 23, 2001

G. W. Whitmire, Jr., President  
Regency Utilities, Inc.  
200 N. Laura Street  
Jacksonville, Florida 32201

Re: Regency Utilities, Inc. Water Main  
Regency Mall  
BHR Project No. 00007

Dear Mr. Whitmire:

The JEA has brought forth a concern, in acquiring Regency Utilities' assets, that the section of potable water main crossing under the mall building at approximately the center of the mall presents a liability to service reliability to JEA's customers. Accordingly, JEA has asked for our professional opinion concerning the potential impact to the customer level of service should JEA disconnect this potable water main running under the mall building.

Based upon our knowledge of the existing potable water system, existing service pressure, and current mall customer mix and potable water demands, we are of the opinion that the disconnection of the looped section of potable water main will not adversely impact customer reliability of service.

Should you have any questions, please feel free to contact our office.

Very truly yours,

BHR, INC

*[Handwritten Signature]* 3-23-01  
Gary A. Sneddon, P.E.  
Executive Vice President

GLS/jlw

Cc: Scott Kelly

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SCHEDULE E

WATER AND SEWER ASSET PURCHASE AGREEMENT  
REGENCY UTILITIES, INC.

List and copies of Regency Utilities Inc.'s existing Cost Recovery Agreements.

None.

Received  
5/14/98

SCHEDULE F

Henry Dean, Executive Director  
John R. Wehle, Assistant Executive Director



POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429  
TELEPHONE 904-329-4500 SUNCOM 804-860-4500  
TDD 904-329-4450 TDD SUNCOM 860-4450  
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508  
(Planning and Acquisition) 329-4848

SERVICE CENTERS			
618 E. South Street Orlando, Florida 32801 407-897-4300 TDD 407-897-5960	7775 Baymeadows Way Suite 102 Jacksonville, Florida 32256 904-730 6270 TDD 904-448-7900	PERMITTING 305 East Drive Melbourne, Florida 32904 407-984-4940 TDD 407-722-5368	OPERATIONS, 2133 N Wickham Road Melbourne, Florida 32935-8109 407-752-3100 TDD 407-752-3102

May 12, 1998

REGENCY UTILITIES, INC.  
ATTN: G. W. WHITMIRE, JR.  
200 NORTH LAURA STREET  
JACKSONVILLE, FL 32201

SUBJECT: Consumptive Use Permit No. 2-031-0063NRM2

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the Governing Board of the St. Johns River Water Management District on May 12, 1998. All compliance information must be submitted to the District's Palatka office, P. O. Box 1429, Palatka, Florida 32178-1429.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction for this work. The enclosed permit will expire on March 10, 2008.

In the event you sell your property, the permit will be transferred to the new owner if we are notified by you within thirty days of the recording of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

The permit enclosed is a legal document and should be kept with your other important documents. Please read the permit carefully since you are responsible for compliance with any provisos which are a part of this permit. Proviso compliance is a legal requirement and your assistance in this matter will be greatly appreciated.

According to Chapter 40C-2.401 and Section 6.4 of the Consumptive Water Use Handbook, a permanent tag will be issued by the District for well identification. This tag is prominently displayed at the site of withdrawal by permanently affixing the tag to the pump, headgate, valve, or other withdrawal facility. Failure to display a well tag shall constitute violation of a permit condition and may, if willful, be grounds for revocation of the permit. Please refer to your copy of 40C-2 if you need further clarification.

You will find enclosed a copy of the map submitted with your application, with each well's location and number identified. When placing the tag on the well, refer to this map to ensure proper well identification.

N

- Dan Roach, CHAIRMAN  
FERNANDINA BEACH
- Kathy Chinoy, VICE CHAIRMAN  
PONTE VEDRA
- James T. Swann, TREASURER  
COCOA
- Otis Mason, SECRETARY  
ST. AUGUSTINE
- William M. Segal  
MAITLAND
- Griffin A. Greene  
VERO BEACH
- James H. Williams  
OCALA
- Patricia T. Harden  
SANFORD
- Reid Hughes  
DAYTONA BEACH

REGENCY UTILITIES, INC.  
Page Two  
May 12, 1998

If you have any questions concerning your permit compliance information,  
the attached forms or well tags, contact me at 904-329-4274.

Thank you for your interest in our water resources.

Sincerely,



Gloria Lewis, Director  
Division of Permit Data Services

Enclosures: Permit with compliance forms  
Map  
Well Tag(s)

cc: District Permit File  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BLVD.  
JACKSONVILLE, FL 32216

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT NO. 2-031-0063NRM2

DATE ISSUED May 12, 1998

A PERMIT AUTHORIZING:

USE OF GROUND WATER FROM THE FLORIDAN AQUIFER TO SUPPLY AN ESTIMATED POPULATION OF APPROXIMATELY 14,037 PEOPLE WITH WATER FOR HOUSEHOLD USE, WATER UTILITY AND FIRE PROTECTION.

LOCATION:

Section 13, Township 02 South, Range 27 East  
Duval County  
REGENCY UTILITIES

ISSUED TO:

(owner)

REGENCY UTILITIES, INC.  
200 NORTH LAURA STREET  
JACKSONVILLE, FL 32201

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373 or 403, Florida Statutes and 40C-1, Florida Administrative Codes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated May 12, 1998

AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management

Governing Board

By: 

(DIRECTOR)  
JEFF ELLEDGE

By: 

(ASSISTANT SECRETARY)  
HENRY DEAN



"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2-031-0063NRM2

REGENCY UTILITIES, INC.

DATED May 12, 1998

1. District authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, as declared by the District Governing Board, the permittee must adhere reductions in water withdrawals as specified by the District.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, Modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of permit application may not be significantly adversely impacted by the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.

2-031-0063NRM2

7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, F.A.C..
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. If chemicals are injected into the irrigation system, the well or surface pump must be equipped with backflow prevention devices installed pursuant to Section 5E-2.030, F.A.C.
10. All submittals made to demonstrate compliance for this permit must include the CUP number of 2-031-0063ANRM plainly labeled.
11. This permit will expire March 10, 2008.
12. Maximum annual groundwater withdrawals for household use must not exceed:  
  
367.849 million gallons in 1998,  
384.881 million gallons in 1999,  
401.898 million gallons in 2000,  
410.911 million gallons in 2001,  
435.930 million gallons in 2002,  
452.940 million gallons in 2003,  
469.983 million gallons in 2004,  
486.990 million gallons in 2005,  
504.000 million gallons in 2006,  
521.01 million gallons in 2007 and  
538.02 million gallons in 2008.
13. Maximum daily ground water withdrawals for fire protection must not exceed 2.16 million gallons.
14. Within 180 days of permit issuance, wells, as listed on the application, must be equipped with totalizing flow meters. The flow meters must maintain 95% accuracy, be verifiable and installed according to manufacturer specifications.

2-031-0063NRM2

15. Total withdrawals from each well, no's 1(A), 2 (B), and 4 (D), as listed on the application, must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using District Form No. EN-50. The reporting dates will be as follows:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31

16. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.
17. The permittee must have all well flow meters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.
18. The permittee must operate the wellfield such that; well no's 2 and 4 are the primary wells and neither well no. 1 may be used only as a secondary source when the total withdrawals from wells no's 2 and 4 are not adequate to meet the applicant's customer demands. The intent of this protocol is to minimize pump rates on both wells and inhibit upconing of more mineralized waters. Every effort should be made by the permittee to minimize withdrawals and pump rates from well no. 1.
19. Within 30 days of permit issuance, the permittee must begin collecting water quality samples from wells no's 1 and 4, in January, May, and August of each year. Sample collection and analysis must continue for each well for permit duration. Each water quality sample must be analyzed for the following:

Chlorides	Total Iron
Sulfates	Total Hardness
Calcium	Magnesium
Field Temperature	Sodium
Specific Conductance	Potassium
Field pH	Carbonate - field & lab
Bi-carbonate - total alkalinity if pH is 6.9 or lower	
Total dissolved solids	

2-031-0063NRM2

#### Quality Assurance

Prior to sample collection a minimum of 3-5 casing volumes must be removed from each well.

All major ion analyses must be checked for anion-cation balance and should balance within 5%. It is recommended that duplicates be taken to allow for laboratory errors or data loss.

All sampling and water quality analysis shall be performed by organizations with approved comprehensive or generic quality assurance plans (COMQAPS) on file with the Dept. of Environmental Protection or a laboratory having DHRS certification.

A report including all sample analysis and an evaluation of the data must be submitted to the District within 30 days of receipt from the laboratory.

20. The use of master meters, without submetering on future service connections is prohibited.
21. The lowest quality water source, such as reclaimed water and surface/storm water, must be used to supply the needs of this project when deemed feasible pursuant to District rules and applicable state law.

ST JOHNS RIVER WED  
994-329-4274  
CONCEPTIVE USE PERMIT TAG  
AGENCY UTILITIES, INC.  
2-041-0034NRM2 10-MAR-2008  
CC  
ET  
01 35 01 30 10 35  
D 07 4 WELLS 18 INCHES

ST JOHNS RIVER WED  
994-329-4274  
CONCEPTIVE USE PERMIT TAG  
AGENCY UTILITIES, INC.  
2-041-0034NRM2 10-MAR-2008  
CC  
ET  
01 35 00 30 10 32  
D 07 4 WELLS 18 INCHES

ST JOHNS RIVER WED  
994-329-4274  
CONCEPTIVE USE PERMIT TAG  
AGENCY UTILITIES, INC.  
2-041-0034NRM2 10-MAR-2008  
CC  
ET  
01 35 00 30 10 35  
A 07 4 WELLS 8 INCHES

ST JOHNS RIVER WED  
994-329-4274  
CONCEPTIVE USE PERMIT TAG  
AGENCY UTILITIES, INC.  
2-041-0034NRM2 10-MAR-2008  
CC  
ET  
01 35 01 30 10 35  
D 07 4 WELLS 8 INCHES

REGENCY UTILITIES, INC.

Listing of Assets

EXHIBIT B

Regency Utilities, Inc. - Water Plant Assets - After Sale				
Acct. #	Description	Cost	Accum. Deprec.	Net
181.00	Capitalized Interest			
302.01	Franchises			
303.00	Land/Land Rights			
304.00	Structures/Improvements			
309.00	Raw Water Line			
310.00	Power Generator			
311.00	Pumping Equipment			
314.00	Wells			
320.00	Water Treatment Plant			
330.00	Distribution Reservoir			
343.00	Mains			
343.01	Tools & Equipment		212.65	212.65
344.01	Fire Mains	21,980.00	-14,357.32	7,622.68
345.00	Services	148,540.55	-28,775.22	119,765.33
346.00	Meters	30,854.02	-21,472.55	9,381.47
346.10	Stock Meters		-2,187.09	-2,187.09
348.00	Fire Hydrants	10,786.21	-10,731.97	54.24
348.10	Flushing Hydrants			
391.10	Office Equipment	373.23	-343.67	29.56
		212,534.01	-77,655.17	134,878.84
Sewer Plant Assets - After Sale				
181.01	Capitalized Interest			
302.02	Franchises			
303.02	Intangible Plant			
343.02	Tools & Equipment		212.66	212.66
352.10	Force Mains			
352.20	Collection Mains	30,260.00	-24,796.32	5,463.68
352.30	Manholes			
353.00	Services	6,682.00	-397.72	6,284.28
362.00	Interceptor			
363.00	Lift Stations			
365.00	Flowmeter			
370.00	Land	622.50		622.50
391.02	Office Equipment	564.38	-343.65	220.73
392.00	Communication Equip		350.63	350.63
364.00	Sewer Meters			
		38,128.88	-24,974.40	13,154.48
	TOTALS	250,662.89	-102,629.57	148,033.32

REGENCY UTILITIES, INC.

Proposed Tariff

EXHIBIT C



REGENCY UTILITIES, INC.  
Wastewater Tariff

FIRST REVISED SHEET NO. 3.1  
Cancels Original Revised Sheet No. 3.1

TERRITORY SERVED

As of the Transfer of the great majority of the Utility's facilities to the JEA, effective April 10, 2001, the Utility no longer has a designated service territory. The Utility simply provides service to the Regency Square Mall by passing on the exact charges for bulk service from the JEA as a bulk service provider to the customers of Regency Utilities, Inc. within the Regency Square Mall.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Wastewater Tariff

FIRST REVISED SHEET NO. 6.1  
Cancels Original Sheet No. 6.1

LIST OF COMMUNITIES SERVED

Those tenants and customers within the Regency Square Mall  
on Atlantic Boulevard, Jacksonville, Florida.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Wastewater Tariff

SEVENTEENTH REVISED SHEET NO. 8.1  
Cancels Sixteenth Revised Sheet No. 8.1

HELD FOR FUTURE USE

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

SEWER RATE SCHEDULE - 2

RESIDENTIAL AND GENERAL SERVICE

AVAILABILITY - To consumers of Regency Utilities, Inc., including classifications of residential, multiple dwelling, and general customers.

APPLICABILITY - For water service to all customers.

LIMITATIONS - Subject to all the rules and regulations of this tariff.

RATES - (Monthly)

Each customer will receive water service at their prorata share of the actual purchase price of bulk water and wastewater service from JEA.

MINIMUM CHARGE - N/A

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, separate and apart from any bill, service may then be discontinued.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

- E. Tapping Charges - Included as in Item D - water meter installation and tapping charges.
- F. Plant Capacity Charges - A one-time non-refundable combined water and sewer treatment plant capacity charge equal to the amount charged by JEA and as changed from time to time, will be collected from each applicant for new service.

The applicant shall also be responsible for any other charges imposed by JEA for the new applicant otherwise covered hereunder.

Existing Capacity - (Any excess not already under contract).

Upon Application - 25% with application or not to exceed 90 days after consummation of Agreement. The remaining 75% due and payable upon applicant's request for service.

New Capacity - Upon Application 100% payment.

Special Note - In any event, Application for Plant Capacity a contract shall be subject to the availability of land suitable for plant sites and approval and Permits to Construct by all governmental agencies or any regulatory body, agency or authority having jurisdiction.

In the event, at a future date, the Utilities Company is required to incur costs in order to satisfy a federal, state, county or city environmental or pollution standard or standards, then in such event, Utilities Company shall recover such costs from its Owners having requested the Plant Capacity. It is understood and agreed that rates collected by Utility for water and sewage services from the use or Customer shall be changed only by approval of the Commission.

- 8.11 OWNERSHIP - Ownership of all water and sewer facilities provided by the Company pursuant to agreements shall at all times be in the Company, its successors and assigns.
- 8.21 EASEMENTS - The Developer, Builder or Consumer shall grant or cause to be granted to the Company all rights, easements, permits and privileges which in its opinion are necessary for the rendering of service.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Water Tariff

FIRST REVISED SHEET NO. 3.1  
Cancels Original Revised Sheet No. 3.1

TERRITORY SERVED

As of the Transfer of the great majority of the Utility's facilities to the JEA, effective April 10, 2001, the Utility no longer has a designated service territory. The Utility simply provides service to the Regency Square Mall by passing on the exact charges for bulk service from the JEA as a bulk service provider to the customers of Regency Utilities, Inc. within the Regency Square Mall.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Water Tariff

FIRST REVISED SHEET NO. 6.1  
Cancels Original Sheet No. 6.1

LIST OF COMMUNITIES SERVED

Those tenants and customers within the Regency Square Mall  
on Atlantic Boulevard, Jacksonville, Florida.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

WATER RATE SCHEDULE - 1

RESIDENTIAL AND GENERAL SERVICE

AVAILABILITY - To consumers of Regency Utilities, Inc., including classifications of residential, multiple dwelling, and general customers.

APPLICABILITY - For water service to all customers.

LIMITATIONS - Subject to all the rules and regulations of this tariff.

RATES - (Monthly)

Each customer will receive water service at their prorata share of the actual purchase price of bulk water and wastewater service from JEA.

MINIMUM CHARGE - N/A

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, separate and apart from any bill, service may then be discontinued.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE



REGENCY UTILITIES, INC.  
Water Tariff

SECOND REVISED SHEET NO. 7.3  
Cancels First Revised Sheet No. 7.3

HELD FOR FUTURE USE

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Water Tariff

SECOND REVISED SHEET NO. 7.4  
Cancels First Revised Sheet No. 7.4

HELD FOR FUTURE USE

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Water Tariff

TWELFTH REVISED SHEET NO. 7.5  
Cancels Eleventh Revised Sheet No. 7.5

HELD FOR FUTURE USE

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Water Tariff

SECOND REVISED SHEET NO. 7.6  
Cancels First Revised Sheet No. 7.6

HELD FOR FUTURE USE

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

- E. Tapping Charges - Included as in Item D - water meter installation and tapping charges.
- F. Plant Capacity Charges - A one-time non-refundable combined water and sewer treatment plant capacity charge equal to the amount charged by JEA and as changed from time to time, will be collected from each applicant for new service.

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New Capacity - Upon Application 100% payment.

Special Note - In any event, Application for Plant Capacity a contract shall be subject to the availability of land suitable for plant sites and approval and Permits to Construct by all governmental agencies or any regulatory body, agency or authority having jurisdiction.

In the event, at a future date, the Utilities Company is required to incur costs in order to satisfy a federal, state, county or city environmental or pollution standard or standards, then in such event, Utilities Company shall recover such costs from its Owners having requested the Plant Capacity. It is understood and agreed that rates collected by Utility for water and sewage services from the use or Customer shall be changed only by approval of the Commission.

- 8.11 OWNERSHIP - Ownership of all water and sewer facilities provided by the Company pursuant to agreements shall at all times be in the Company, its successors and assigns.
- 8.21 EASEMENTS - The Developer, Builder or Consumer shall grant or cause to be granted to the Company all rights, easements, permits and privileges which in its opinion are necessary for the rendering of service.

EFFECTIVE DATE - April 10, 2001

G. W. Whitmire, Jr.  
ISSUING OFFICER

TYPE OF FILING - Transfer

President  
TITLE

REGENCY UTILITIES, INC.  
Regulatory Assessment Fee Information

EXHIBIT D

LAW OFFICES  
**ROSE, SUNDBSTROM & BENTLEY, LLP**  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

(850) 877-6555

CHRIS H. BENTLEY, P.A.  
F. MARSHALL DETERDING  
MARTIN S. FRIEDMAN, P.A.  
JOHN R. JENKINS, P.A.  
STEVEN T. MINDLIN, P.A.  
JOSEPH P. PATTON  
DAREN L. SHIPPY, LL.M. TAX  
WILLIAM E. SUNDBSTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON

MAILING ADDRESS  
POST OFFICE BOX 1567  
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

ROBERT M. C. ROSE  
OF COUNSEL

July 19, 2001  
VIA TELECOPY AND U.S. MAIL

Ms. Jackie Knight  
Division of Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0864

Re: Regency Utilities, Inc.  
Final Payment of Regulatory Fees for the Period January 1, 2001 through April 10, 2001  
Our File No. 14746.05

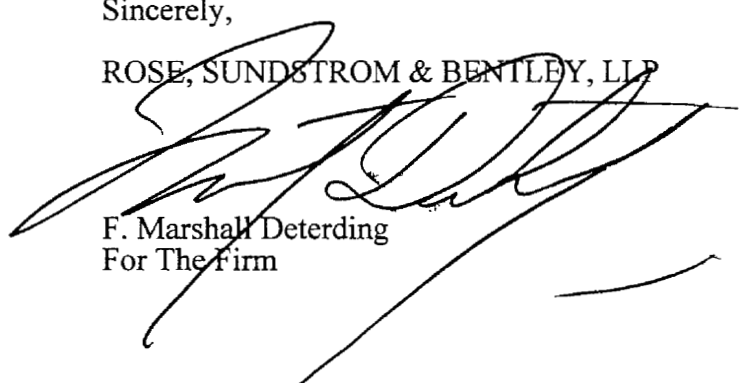
Dear Ms. Knight:

In accordance with the requirements of Commission rules and statutes, I am attaching completed Regulatory Assessment Fee forms and checks made payable to the Florida Public Service Commission for all outstanding regulatory assessment fees owed by Regency Utilities, Inc. for the period January 1, 2001 through April 10, 2001. On April 10, 2001, the regulated facilities of Regency Utilities, Inc. were sold to the Jacksonville Electric Authority and Regency Utilities, Inc. will no longer operate as a regulated utility from that date forward.

If you have any questions in this regard, please let me know.

Sincerely,

ROSE, SUNDBSTROM & BENTLEY, LLP

  
F. Marshall Deterding  
For The Firm

FMD\tms  
cc: Mr. George Brookshire  
Mr. G.W. Whitmire, Jr.

regency\knight.ltr

## Wastewater System Regulatory Assessment Fee Return

Florida Public Service Commission

**PERIOD COVERED:**

01/01/2001 TO 04/30/2001

WS203  
 Regency Utilities, Inc.  
 P. O. Box 52506  
 Jacksonville, Florida 32201-  
 2506

FOR PSC USE ONLY	
Check # _____	
\$ _____	0604002
	000000
\$ _____	P
	0604002
	000000
\$ _____	
Postmark Date _____	
Initials of Preparer _____	

Florida Public Service Commission Certificate

#143S

**WASTEWATER OPERATING REVENUES**

**FLAT-RATE REVENUES**

1. Residential FR Revenues (521.10)	\$ 0.00
2. Residential MF – FR Revenues (521.11)	0.00
3. Commercial FR Revenues (521.30)	0.00
4. <b>TOTAL FLAT-RATE REVENUES</b>	<b>\$ 0.00</b>

**MEASURED REVENUES**

5. Residential Revenues (522.10)	6,505.29
6. Residential MF Revenues (522.11)	101,467.64
7. Construction Revenues (522.20)	0.00
8. Commercial Revenues (522.30)	74,169.31
9. <b>TOTAL MEASURED REVENUES</b>	<b>\$ 182,142.24</b>

10. Revenues from Public Authorities (522.40)	6,901.68
11. <b>TOTAL</b>	<b>\$ 189,043.92</b>

**OTHER WASTEWATER REVENUES**

12. Service Charges (536.00)	10.00
13. <b>TOTAL OTHER WASTEWATER REVENUES</b>	<b>\$ 10.00</b>

14. **TOTAL WASTEWATER OPERATING REVENUES** **\$ 189,053.92**

15. **NET WASTEWATER OPERATING REVENUES** **\$ 189,053.92**

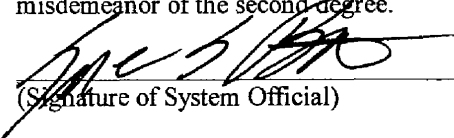
16. Regulatory Assessment Fee Due – (Multiply Line 14 by 0.045) 8,507.43

17. **NET REGULATORY ASSESSMENT FEE** **\$ 8,507.43**

18. **TOTAL AMOUNT DUE** **\$ 8,507.43 ✕**

As provided in Section 350.113, Florida Statutes, the minimum Annual Fee is \$25

I, the undersigned owner/officer of the above-named vendor, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

  
 \_\_\_\_\_  
 (Signature of System Official)

President 7/16/01  
 \_\_\_\_\_  
 (Title) (Date)

George S. Brookshire  
(Please Print Name)

Telephone Number (904) 358-2529 Fax Number (904) 356-1520  
F.E.I. No. 59-1573892



## Water System Regulatory Assessment Fee Return

**PERIOD COVERED:**

01/01/2001 TO 04/30/2001

Florida Public Service Commission

WS203  
 Regency Utilities, Inc.  
 P. O. Box 52506  
 Jacksonville, Florida 32201-  
 2506

FOR PSC USE ONLY  
 Check # \_\_\_\_\_  
 \$ \_\_\_\_\_ 0604001  
 \_\_\_\_\_ 003001  
 \$ \_\_\_\_\_ P  
 \_\_\_\_\_ 0604001  
 \_\_\_\_\_ 004010  
 \$ \_\_\_\_\_  
 Postmark Date \_\_\_\_\_  
 Initials of Preparer \_\_\_\_\_

Florida Public Service Commission Certificate

#197W

**WATER OPERATING REVENUES**

1. Unmetered Water Revenues (460)

**MEASURED WATER REVENUES**

2. Residential Revenues (461.10)	\$ 1,636.05
3. Residential Multi-Family Revenues (461.11)	22,432.51
4. Construction Revenues (461.20)	0.00
5. Commercial Revenues	28,454.74
6. Public Authority Revenues (461.40)	<u>1,585.87</u>
<b>7. TOTAL METERED SALES</b>	<b>\$54,109.17</b>

**FIRE PROTECTION REVENUES**

8. Irrigation Revenues	12,868.41
9. Private Fire Protection (462.00)	<u>7,488.88</u>
<b>10. TOTAL FIRE PROTECTION REVENUE</b>	<b>\$20,357.29</b>

**11. TOTAL WATER SALES**

\$74,466.46

**OTHER WATER REVENUES**

12. Miscellaneous Service Revenues (471.00)	10.00
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<b>13. TOTAL OTHER WATER REVENUES</b>	<u>\$ 10.00</u>
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<b>14. TOTAL WATER OPERATING REVENUES</b>	<u>\$74,476.46</u>
---	--------------------

<b>15. NET WATER OPERATING REVENUES</b>	<u>\$74,476.46</u>
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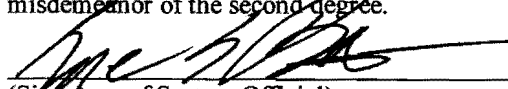
16. Regulatory Assessment Fee Due – (Multiply Line 15 by 0.045)	3,351.44
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<b>17. NET REGULATORY ASSESSMENT FEE</b>	<u>\$ 3,351.44</u>
--	--------------------

<b>18. TOTAL AMOUNT DUE</b>	<u>\$ 3,351.44</u> ✕
-----------------------------	----------------------

As provided in Section 350.113, Florida Statutes, the minimum Annual Fee is \$25

I, the undersigned owner/officer of the above-named vendor, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

 _____ (Signature of System Official)	<u>President</u> _____ (Title)	<u>7/16/01</u> _____ (Date)
--	--------------------------------------	-----------------------------------

George S. Brookshire  
(Please Print Name)

Telephone Number (904) 358-2529 Fax Number (904) 356-1520  
 F.E.I. No. 59-1573892

Invoice Date	Invoice Number	G/L Account	Description	Invoice Amount
7/16/01	#197W		FPS..Commission Certificate	\$3,351.44
Check Total				\$3,351.44

Invoice Date	Invoice Number	G/L Account	Description	Invoice Amount
7/16/01	#197W		FPS Commission Cert.	\$3,351.44
Check Total				\$3,351.44

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

121 W. Forsyth Street, Suite 810  
Jacksonville FL 32202

First Union National Bank  
225 Water Street  
Jacksonville FL 32202

Check Number

63-2  
630

Check Date

7/18/01

Check Amount

\$3,351.44

PAY Three thousand three hundred fifty-one and 44/100 dollars\*\*\*\*\*

TO THE ORDER OF Florida Public Service Commission

119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .

*[Handwritten Signature]*

Invoice Date	Invoice Number	G/L Account	Description	Invoice Amount
7/16/01	#143S		FPS Commission Cert.	\$8,507.43
<i>Overnight follow up to morrow</i>				
Check Total				\$8,507.43

Invoice Date	Invoice Number	G/L Account	Description	Invoice Amount
7/16/01	#143S		FPS Commission Cert.	\$8,507.43
Check Total				\$8,507.43

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A TWO TONED COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

121 W. Forsyth Street, Suite 810  
Jacksonville, FL 32202

First Union National Bank  
225 Water Street  
Jacksonville FL 32202

Check Number  
[REDACTED]

63-2  
630

Check Date  
7/18/01

Check Amount  
\$8,507.43

PAY Eight thousand five hundred seven and 43/100\*\*\*\*\*

TO THE ORDER OF Florida

119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .

*[Handwritten Signature]*

REGENCY UTILITIES, INC.

Original Certificates

EXHIBIT E



FLORIDA  
PUBLIC SERVICE COMMISSION

CERTIFICATE  
NUMBER

143-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

REGENCY UTILITIES, INC.

Whose principal address is

No. 1 Regency Square, Arlington Expressway 9501

Jacksonville, Florida (Duval)

to provide sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 6448 DATED 01/09/75 DOCKET 74426-S

ORDER 9518 DATED 09/03/80 DOCKET 800151-WS

ORDER DATED DOCKET

ORDER DATED DOCKET

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

*Steph Gillbe*  
Commission Clerk

*Robert L. Mann*  
Chairman



FLORIDA  
PUBLIC SERVICE COMMISSION

CERTIFICATE  
NUMBER

197-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

REGENCY UTILITIES, INC.

Whose principal address is

No. 1 Regency Square, 9501 Arlington Expressway

Jacksonville, Florida (Duval)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 6448 DATED 01/09/75 DOCKET 74425-W

ORDER 8045 DATED 11/16/77 DOCKET 770504-WS

ORDER 9518 DATED 09/03/80 DOCKET 800151-WS

ORDER DATED DOCKET

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

*Steph Jubble*  
Commission Clerk

*Robert L. Mann*  
Chairman