

Appendix I

Herlong Airport Title Search

Information

BOLD CITY TITLE AND ABSTRACT CO.

415 E. Monroe Street
Jacksonville, Florida 32202
Telephone: (904) 353-4545
Facsimile: (904) 358-1853

File# 68019

Date: January 23, 2006

ATT: Larry Elkins, P.E.
The LPA Group, Incorporated
Deerwood Park Center, Bldg. 200, Suite 250
10151 Deerwood Park Blvd.
Jacksonville, Florida 32256

RE: PART OF SECTIONS 32, 33 AND 34, TOWNSHIP 2 SOUTH, RANGE 25 EAST AND PART OF SECTIONS 3, 4 AND 5, TOWNSHIP 3 SOUTH, RANGE 25 EAST, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 2999, PAGE 676, EXCEPT OFFICIAL RECORDS BOOK 3223, PAGE 911. (HERLONG FIELD)

Dear Mr. Elkins;

We have searched the current public records of Duval County, Florida from April 18, 1985 to January 3, 2006 at 5:00 PM on the above referenced property and find the following:

1) **LAST GRANTEE OF RECORD:** JACKSONVILLE PORT AUTHORITY A/K/A JACKSONVILLE AIRPORT AUTHORITY

2) UNRECORDED LEASES

3) **OPEN MORTGAGES:** THAT CERTAIN MORTGAGE FROM ATC LEASING COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND HELLER FINANCIAL, INC., IN THE AMOUNT OF \$57,850,000.00, DATED NOVEMBER 4, 1994 AND RECORDED JANUARY 23, 1995 AT 4:03 PM IN OFFICIAL RECORDS BOOK 8020, PAGE 213 AND THE TERMS AND PROVISIONS THEREOF.
FINANCING STATEMENT FROM ATC LEASING COMPANY, LLC TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, RECORDED IN OFFICIAL RECORDS BOOK 9451, PAGE 225.

4) **OPEN JUDGMENTS:** FINAL DECLARATORY JUDGMENT, SEA STAR LINE, LLC AND DISTRIBUTION & AUTO SERVICES, INC. -VS- JACKSONVILLE PORT AUTHORITY, IN THE AMOUNT OF \$ 132,652.96, DATED SEPTEMBER 5, 2002 AND RECORDED SEPTEMBER 10, 2002 AT 1:01 PM IN OFFICIAL RECORDS BOOK 10656, PAGE 1333.

5) EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 9559, PAGE 1230 AND OFFICIAL RECORDS BOOK 9559, PAGE 1234.

6) LEASE RECORDED IN OFFICIAL RECORDS BOOK 7974, PAGE 2111 AND ASSIGNED IN OFFICIAL RECORDS BOOK 7974, PAGE 2120.

7) **TAXES:** Paid up to and including 2005.

NOTE: 2005 RE# 9029-0000
ASSESSMENT: \$10,681,322.00
TAXES: Exempt

NOTE: 2005 RE# 9029-0100
ASSESSMENT: \$821,805.00
TAXES: Exempt

NOTE: 2005 RE# 9029-0200
ASSESSMENT: \$22,464.00
TAXES: Exempt

NOTE: 2005 RE# 9029-1000
ASSESSMENT: \$169,113.00
TAXES: Exempt

If we could be of further assistance, please do not hesitate to call.

Sincerely,



Herman L. Chandler
President

HLC/cpg

THE LIABILITY FOR THIS REPORT IS LIMITED TO \$1,000.00 PER FLORIDA STATUTE 627.7843.

Subconsultant Invoice Transmittal Form

MAIL INVOICES ALONG WITH TRANSMITTAL FORM TO:

THE LPA GROUP INCORPORATED

Attn: Accounts Payable

Post Office Box 5805

Columbia, SC 29250.

Due on the 20th of each month with copy of the invoice

TO BE COMPLETED BY SUBCONSULTANT:

INVOICE TRANSMITTAL NO. _____

Subconsultant Invoice # 69809

Invoice Date : 1/23/06

Check one of the following: Partial Billing

Final Billing

Period Covered by This Invoice for Work Performed: From: _____

To: 1/23/06

Cumulative Billing from Prior Period: \$ _____

Out-of-Scope Work Performed: \$ _____

(must be approved before work commences)

Total Billing for This Invoice Period: \$ 1500⁰⁰

Total Billed by Subconsultant To-Date: \$ 1500⁰⁰

TO BE COMPLETED BY THE LPA GROUP INCORPORATED:

Subconsultant Name and Address: Bold City Title and Abstract Company
415 East Monroe Street, Jacksonville, Florida 32202

Project Description: Herlong Airport
Airport Master Plan Update

LPA Project #: PL502022 Date of Original Subconsultant Contract: _____

LPA Phase Code: _____

Subconsultant services (to be performed per contract): Professional Title Search Services

Subconsultant's Not-To-Exceed Limit per Contract: \$1,500.00

Billing Method: _____ Lump Sum _____ Rate Schedule _____ Cost Plus
_____ Milestone _____ X _____ Other (Describe) _____ NTE _____

LPA OFFICE USE ONLY

| | | | | | |
|------------------------------|-------|-----------------------------|-------|-------------|-------|
| Reviewed: (Project Acct.) | _____ | Approved: (Project Mgr.) | _____ | Vendor ID : | _____ |
| Date: | _____ | Date: | _____ | GL# : | _____ |

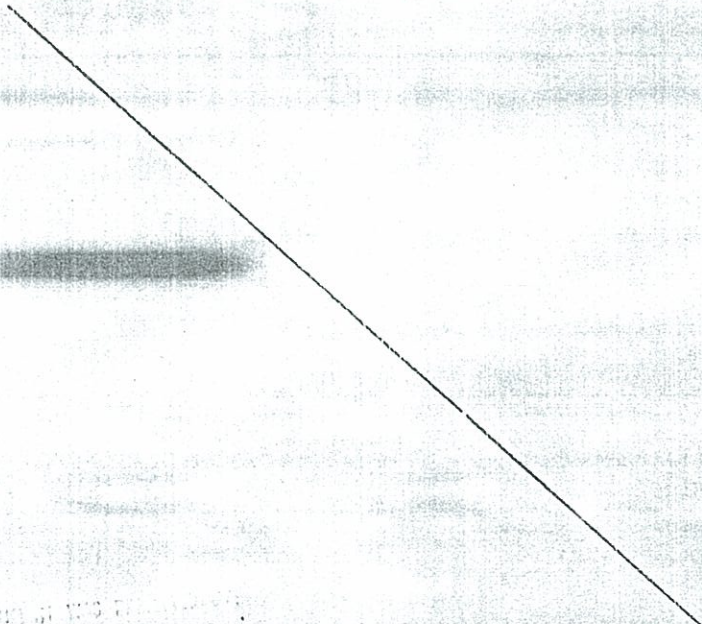
SPECIAL WARRANTY DEED

THIS DEED made this 25th day of April, 1969,

between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, acting by and through its Mayor and Corporation Secretary, party of the first part, and the JACKSONVILLE PORT AUTHORITY, a body corporate and politic, whose Post Office Address is Post Office Box 3005, Jacksonville, Florida, party of the second part,

WITNESSETH: That the said party of the first part, pursuant to and under the provisions of Chapter 67-1533, Laws of Florida, has granted, bargained and sold unto the said party of the second part, its successors and assigns forever, the following described lands situate, lying and being in the County of Duval and the State of Florida, to-wit:

See Parcels 1, 2, 3 & 4 as set forth in the following pages



Claude L. Mullis

See back

Ref -

15-25-

PARCEL 1
(Herlong Field)

A part of Block 3, Section 34, Block 3, Section 33, Block 4, Section 32, Township 2 South, Range 25 East, and a part of Block 4, Section 5, Blocks 1, 2 and 4, and part of Block 3, Section 4, Township 3 South, Range 25 East, Jacksonville Heights, Plat Book 5, Page 93, current public records, also part of the Southeast one-quarter Section 33, Township 2 South, Range 25 East, and a part of the East one-half Section 5, and the Northwest one-quarter Section 3, Township 3 South, Range 25 East, all in Duval County, Florida, more particularly described as follows:

Begin at the intersection of the Southeasterly R/W line of Normandy Boulevard with the Westerly line of said Block 4, Section 32, Township 2 South, Range 25 East; thence South 0° 37' 50" West, along the Westerly line of said Block 4, a distance of 695.95 feet to the Northwest corner of said East one-half of Section 5, Township 3 South, Range 25 East; thence South 0° 15' 20" East, along the West line of said East one-half of said Section 5, a distance of 1983.38 feet to the Southwest corner of the North one-half of the Southwest one-quarter of the Northeast one-quarter of said Section 5; thence North 89° 21' 10" East along the Northerly line of said North one-half of the Southwest one-quarter of the Northeast one-quarter of said Section 5, a distance of 1325.90 feet to the Northeast corner thereof; thence South 0° 09' 15" East, along the West line of the East one-half of the East one-half of said Section 5, a distance of 3300.85 feet to the Southwest corner of Tract 13, Block 4, said Section 5; thence North 89° 20' East, along the South line of said Section 5, a distance of 1320 feet to the Southeast corner of said Section 5; thence North 89° 34' 30" East, along the South line of Section 4, Township 3 South, Range 25 East, a distance of 1650 feet to the Southeast corner of Tract 13, Block 3, said Section 4; thence North 0° 03' 20" East, along the Easterly line of said Tract 13, a distance of 991.41 feet to an intersection with a Westerly prolongation of the South line of the North one-half of Tract 15, said Block 3; thence North 89° 31' 50" East, along said Westerly prolongation and the said South line, a distance of 991.14 feet to an intersection with Easterly line of Tract 15, said Block 3; thence South 0° 07' 20" West, along the Easterly line of Tracts 15 and 16, said Block 3, a distance of 992.19 feet to the Southeast corner of said Tract 16; thence North 89° 34' 30" East, along the South line of said Section 4, a distance of 2653.2 feet to the Southeast corner of said Section 4; thence North 0° 09' 20" East, along the Easterly line of said Section 4, a distance of 2651.23 feet to the Southwest corner of the Northwest one-quarter of Section 3, Township 3 South, Range 25 East; thence East along the South line of said Northwest one-quarter, a distance of 2654.68 feet to the Southeast corner thereof; thence

North 0° 05' 10" East, along the Easterly line of said Northwest one-quarter, a distance of 2648.05 feet to the Northeast corner thereof; thence South 89° 54' 50" West, along the North line of said Section 3, a distance of 993.94 feet to the Southeast corner of Tract 13, Block 3, Section 34, Township 2, South, Range 25 East; thence North 0° 37' 10" East, along the Easterly line of Tracts 13 and 4, said Block 3, a distance of 2676.29 feet to an intersection with the Southerly R/W line of Herlong Road; thence South 89° 25' 30" West, along said Southerly R/W line, a distance of 1654.97 feet to an intersection with the Westerly line of said Section 34, Township 2 South, Range 25 East; thence South 89° 32' 30" West, along the Southerly R/W line of Herlong Road, a distance of 3176.60 feet to an intersection with the Southeasterly R/W line of said Normandy Boulevard; thence South 67° 14' 30" West, along said Southeasterly R/W line, a distance of 5225.15 feet to the point of beginning.

Together with an avigation easement with tree cutting privileges over Tract 10, Block 2, Section 34, part of Block 3, Section 33, part of Blocks 1 and 4, Section 32, all in Township 2 South, Range 25 East, Jacksonville Heights, Plat Book 5, Page 93, current public records, also parts of Northeast one-quarter, and Northwest one-quarter of Section 33, Township 2 South, Range 25 East, and parts of Herlong Road and Normandy Boulevard, all in Duval County, Florida, more particularly described as follows:

Begin at the intersection of the Southerly R/W line of Herlong Road with the Easterly line of Tract 4, Block 3, said Section 34; thence South 89° 25' 30" West along said Southerly R/W line, a distance of 1654.97 feet; thence South 89° 32' 30" West along said Southerly R/W line, a distance of 3176.60 feet to the intersection with the Southeasterly R/W line of Normandy Boulevard; thence South 67° 14' 30" West along said Southeasterly R/W line, a distance of 5225.15 feet to an intersection with the Westerly line of said Block 4 said Section 32; thence North 0° 37' 50" East along said Westerly line, a distance of 108.95 feet to an intersection with the Northwesterly R/W line of Normandy Boulevard; thence North 67° 14' 30" East along said Northwesterly R/W line, a distance of 2150 feet more or less to an intersection with the Westerly line of Tract 2, Block 4, said Section 34; thence North 0° 37' 50" East along the Westerly line of Tracts 2 and 1, said Block 4 and the Westerly line of Tract 16, Block 1, said Section 32, a distance of 1732.82 feet more or less to the Northwest corner of said Tract 16; thence North 89° 11' 50" East, along the Northerly line of said Tract 16 and an Easterly prolongation thereof, a distance of 3300 feet more or less to an intersection with the Westerly line of the Northeast

one-quarter of said Section 33; thence Northerly along said Westerly line, a distance of 660 feet more or less to the Northwest corner of the Southwest one-quarter of the Northeast one-quarter of said Section 33; thence Easterly along the Northerly line of said Southwest one-quarter of the Northeast one-quarter, a distance of 990 feet more or less to the Northwest corner of the East one-half of the East one-half of said Southwest one-quarter of the Northeast one-quarter; thence Southerly along the Westerly line of said East one-half of the East one-half, a distance of 990 feet more or less, to an intersection with a Westerly prolongation of the Southerly line of the North one-half of the South one-half of the Southeast one-quarter of the Northeast one-quarter of said Section 33; thence Easterly along said Westerly prolongation and said Southerly line, a distance of 1650 feet more or less to an intersection with the Easterly line of said Section 33; thence Northerly along said Easterly line, a distance of 330 feet more or less to the Northwest corner of Tract 10, Block 2, said Section 34; thence Easterly along the Northerly line of said Tract 10, a distance of 660 feet more or less to the Northeast corner thereof; thence Southerly along the Easterly line of said Tract 10, a distance of 627 feet more or less to an intersection with the Northerly R/W line of Herlong Road; thence North 89° 25' 30" East along said Northerly R/W line, a distance of 990 feet more or less to an intersection with a Northerly prolongation of the Easterly line of Tract 4, Block 3, said Section 34; thence Southerly along said Northerly prolongation and said Easterly line, a distance of 66.01 feet to the point of beginning.

Subject, however, to the following lease:

1. Lease to Herlong Aviation, Inc., dated August 21, 1968, C. C. File #53-7-2.

ALSO:

1. Grazing rights to Joe H. Mobley & Sons, Inc. on month-to-month basis.
2. Grazing rights to Wrights Clay County Farms, Inc. on month-to-month basis.

ALSO:

Revocable permit to American Telephone & Telegraph Company, dated November 29, 1966.

Vol 2999 P 691

OFFICIAL RECORDS

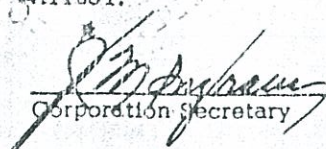
The property hereinabove described is conveyed subject to the rights of parties lawfully in possession thereof under existing leases and contracts and; subject to the rights of the general public to use any roads, streets or highways heretofore not officially closed, vacated and abandoned; subject to any restrictions as to use, covenants or contracts between the former government of the City of Jacksonville and the United States of America; and subject to the rights previously granted to any electric or telephone company for its distribution of transmission lines located on the hereinabove described properties.

This deed of conveyance is effective as of October 1, 1968.

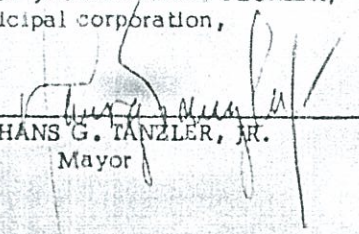
And the said party of the first part does hereby fully warrant the title to the said lands and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under it.

IN WITNESS WHEREOF, the said City of Jacksonville, Florida, has hereunto caused its corporate name to be subscribed by its Mayor and its corporate seal to be hereupon impressed, duly attested by its Corporation Secretary, both thereunto duly authorized by law, and acting pursuant to Ordinance No. 69-142-154, this the day and year first above written.

ATTEST:


Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA,
a municipal corporation,

By 
HANS G. TANZLER, JR.
Mayor

STATE OF FLORIDA
COUNTY OF DUVAL

(Vol 2999 PG 692
OFFICIAL RECORDS

I, an officer authorized to take acknowledgments of deeds, do hereby certify that Hans G. Tanzler, Jr. and J. M. Ingram are personally known to me to be the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, Florida, the municipal corporation described in the foregoing Deed, and that they this day each acknowledged before me that they executed said deed freely and voluntarily for and in the name of the City of Jacksonville, Florida, as its act and deed, for the purposes therein expressed, and the seal thereto affixed is the corporate seal of the said City of Jacksonville, Florida.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 25th day of April, 1969.



[Signature]
Notary Public, State of Florida
at Large

Notary Public, State of Florida at Large
My Commission Expires Mar. 20, 1972
Bonded By American Fire & Casualty Co.

My commission expires:

69- 31470
JUN 23 4 30 PM '69

FILED AND RECORDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
L. Maura Saugher
CLERK

F. J. SIMPSON

LEGAL DIVISION, CITY OF JACKSONVILLE
CITY HALL, JACKSONVILLE, FLORIDA

3223 PG 911

OFFICIAL RECORDS

WARRANTY DEED

THIS INDENTURE, made this 15th day of April 1971, between JACKSONVILLE PORT AUTHORITY, a body corporate and politic, of the County of Duval and State of Florida, party of the first part, and CITY OF JACKSONVILLE, a municipal corporation in Duval County, State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, barbaigned and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida, to-wit:

A part of Block 4 in Section 32, Township 2 South, Range 25 East, and a part of Section 5, Township 3 South, Range 25 East, all in Duval County, Florida, more particularly described as follows: From the intersection of the southeasterly right of way line of Normandy Boulevard for a 100' right of way and the westerly line of Block 4, Section 32, Township 2 South, Range 25 East, run south 0°37'50" west a distance of 108.95 feet to the point of beginning; thence continue south 0°37'50" west a distance of 587.00 feet to the northwest corner of the east 1/2 of Section 5, Township 3 South, Range 25 East; thence south 0°15'20" east along the west line of said east half of Section 5 a distance of 499.24 feet to a point; thence north 67°14'30" east a distance of 1297.69 feet to a point; thence north 22°45'30" west a distance of 1,000.00 feet to a point, said point being 100 feet from the aforementioned southeasterly right of way line of Normandy Boulevard for a 100 foot right of way; thence south 67°14'30" west along a line 100 feet southeasterly from and parallel to the aforementioned southeasterly right of way line of Normandy Boulevard for a 100 foot right of way, a distance of 873.60 feet to the point of beginning. Containing 24.975 acres.

Said conveyance is made with the following reservations and upon the following conditions:

(1) That the Jacksonville Port Authority reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Herlong Airport,

(2) That the Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property, to such a height so as not to penetrate an inclined plane beginning at 142 feet above mean sea level and extending upward and outward at a ratio of one foot to seven from the property line lying 670 feet from and parallel to the extended centerline of runway 7-25 and crossing the property to the northwest to a maximum height of 224 feet above mean sea level at the northernmost property line,

RETURN TO:
CORPORATION SECRETARY
CITY OF JACKSONVILLE, FLA
1401 CITY HALL

DUVAL COUNTY 031982
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PB MAY2671 00.30
11029

DUVAL COUNTY 02307
FLORIDA DOCUMENTARY SURTAX
00.55
CLERK OF PUBLIC RECORDS
MAY 26 1971
PG. 11018

91
6

OFFICIAL RECORDS

(3) That the Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the Herlong Airport.

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

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed in its name by its Chairman and caused its corporate seal attested by its Secretary to be hereto affixed, the day and year first above written.

ATTEST:

[Handwritten signature of Dennis J. Lanahan]

JACKSONVILLE PORT AUTHORITY

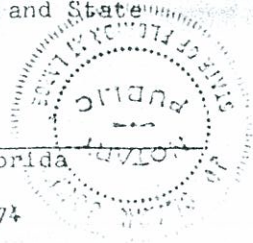
By *[Handwritten signature of William B. Mills]*

STATE OF FLORIDA,
COUNTY OF DUVAL.

Before me personally appeared William B. Mills and Dennis J. Lanahan respectively the Chairman and Secretary of Jacksonville Port Authority, a body corporate and politic, to me well known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal this 15th day of April, 1971, at Jacksonville, County and State aforesaid.

[Handwritten signature of Jo Clark Jones]
NOTARY PUBLIC, State of Florida
My commission expires:
My Commission Expires April 2, 1974



71- 27194

MAY 26 10 30 AM '71

[Small stamp and handwritten signature]
D. Meyer
TITLE OF COUNTY CLERK



63353
42.00

MEMORANDUM OF LEASE

NAME AND ADDRESS OF LANDLORD: JACKSONVILLE PORT AUTHORITY,
a body politic and corporate existing under the laws of Florida, as amended
("Landlord"), with an address of P.O. Box 3005, Jacksonville, Florida 32206.

NAME AND ADDRESS OF TENANT: ATC Leasing Company, a Kentucky general
partnership ("Tenant"), successor by assignment from Jupiter Corp. Transportation
System, an Illinois corporation, with an address of 620 West Shipp Avenue, Louisville,
Kentucky 40208.

ATC

DESCRIPTION OF LEASEHOLD ESTATE: The leasehold estate for the Lease
Term described below and any extensions thereof as created under the terms and
conditions of a Land Use and Lease Agreement dated November 7, 1989 (the "Lease")
between Landlord and Jupiter Corp. Transportation System, the original tenant under
the Lease.

DESCRIPTION OF LEASED PREMISES: The leased premises is approximately 3.6
acres with a 12,740 square foot industrial maintenance facility located thereon at
Herlong Airport, 9800-1 Normandy Boulevard, Jacksonville, Florida, and legally

**THIS DOCUMENT PREPARED BY, AND
AFTER RECORDING PLEASE RETURN TO:**

**WILLIAM T. SHROYER, ESQ.
REINHART, BOERNER, VAN DUEREN,
NORRIS & REISELBACH, S.C.
100 NORTH WATER STREET
SUITE 2100
MILWAUKEE, WISCONSIN 53202-3186**

**bk: 7974
Pg: 2111 - 2119
Doc# 94183237
Filed & Recorded
11/10/94
03:50:13 P.M.
HENRY H. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 42.00**

described on Exhibit A attached hereto and incorporated herein (the "Leased Premises"). Under the terms of the Lease, Tenant has constructed certain leasehold improvements at Tenant's own cost which are the Tenant's property during the Lease term, or any extensions thereof.

TERM OF LEASE: The initial term of the Lease is for a period of five (5) years, commencing on the 1st day of January, 1990 and ending on December 31, 1994.

OPTION TO EXTEND THE LEASE TERM: Landlord has granted Tenant the right to extend the term of the Lease for four (4) successive additional terms of five (5) years each. Each option to renew shall be exercised no later than six (6) months before the expiration of the then-existing Lease term, and shall be exercised by Tenant's written notice to Landlord by registered or certified letter informing Landlord of Tenant's exercise of the option. Tenant has exercised its option to extend the term of the Lease for the first additional term of five (5) years, for the period January 1, 1995 through December 31, 1999.

RIGHT OF FIRST REFUSAL: Landlord has granted Tenant the right of first refusal to lease three (3) acres located adjacent to the Leased Premises and legally described on Exhibit B attached hereto and incorporated herein (the "Option Premises"). The right of first refusal is effective on November 7, 1989 and continues through the term of the Lease. Upon receiving a bona fide offer to lease all or any part of the Option Premises, Landlord shall notify Tenant in writing of the financial terms and the length of the lease term (together, the "Option Terms") contained in the offer. Tenant shall have thirty (30) days from Landlord's written notice within which to elect in writing

to lease the Option Premises under the Option Terms. If the offer is for more or less than included within the Option Premises, the Option Terms shall be proportionately adjusted on a per acre basis.

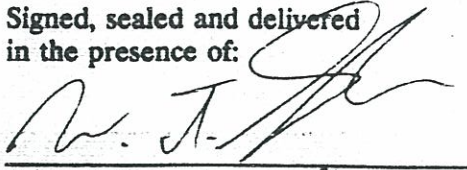
This Memorandum is not a complete summary of the unrecorded Lease. Reference should be made to the unrecorded Lease for the full terms and provisions thereof. In the event of a conflict between the provisions of this Memorandum and the provisions of the unrecorded Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this

Memorandum of Lease as of October 31, 1994.

TENANT:

Signed, sealed and delivered
in the presence of:

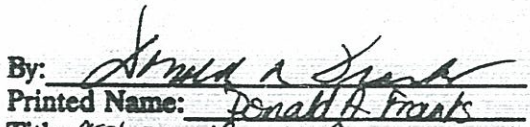


Printed Name: W. T. Shroyer



Printed Name: Deborah C. Tomczyk

ATC LEASING COMPANY, a Kentucky
general partnership

By: 

Printed Name: Donald A. Fooks

Title: ASST. GC of SIKKES Corp., managing
general partner of ATC Leasing Company,
its managing general partner

LANDLORD:

Signed, sealed and delivered
in the presence of:

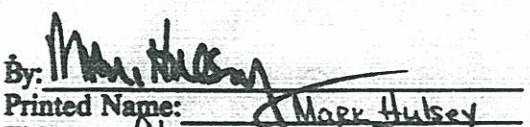


Printed Name: Chester Aikens



Printed Name: Sherron A. Smith

JACKSONVILLE PORT AUTHORITY, a
body politic and corporate existing under the
laws of Florida, as amended

By: 

Printed Name: Mark Hulsey

Title: Chairman of the Board

Acknowledgement for
ATC Leasing Company

STATE OF Illinois)
)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 31st day of October, 1994, by Donald A. Frank as a general partner of ATC LEASING COMPANY, a Kentucky general partnership, on behalf of the general partnership.

Assistant Secretary of Seven
T's Corp. managing general
partner of ATC Leasing
Company, its managing
general partner

Sharon Zaran Letchinger
Notary Public (Signature)

(AFFIX NOTARY SEAL)

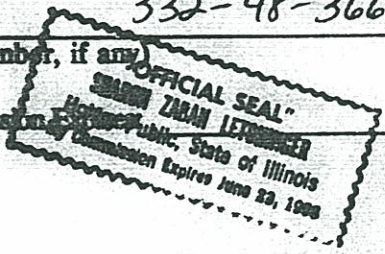
Sharon Zaran Letchinger
(Printed Name)

(Title or Rank)

(Serial Number, if any)

332-48-3668

My Commission Expires



Acknowledgement for
Jacksonville Port Authority

STATE OF FLORIDA)
)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 25th day of October, 1994, by Mark Hulsey as Chairman of the Board of JACKSONVILLE PORT AUTHORITY, a body politic and corporate existing under the laws of Florida, as amended, on behalf of the body politic and corporate.

Yvonne D. Pooler
Notary Public (Signature)

(AFFIX NOTARY SEAL)

YVONNE D. POOLER
(Printed Name)

(Title or Rank)

(Serial Number, if any)

My Commission Expires: 6/28/98



EXHIBIT A**Legal Description of Real Estate**

**WORLD MARINE TRANSPORT
3.6 ACRE TRACT
JACKSONVILLE, FLORIDA**

Part of Lot 12, 13, and 14, Block 4, Section 32, Township 2 South, Range 25 East, as shown on map of "Jacksonville Heights", as recorded in Plat Book 5, page 93 of the Current Public Records of Duval County, Florida, and being more particularly described as follows: Commence at the Southwest corner of said Section 32; thence South 0 degrees, 03 minutes, 24 seconds East a distance of 363.42 feet to the survey baseline as shown on the Department of Transportation Right of Way Map Section 72120-2506 of Normandy Boulevard; said survey baseline being 50 feet South of and parallel to the North Right of Way line and 150 feet North of and parallel to the South Right of Way line; said point also lying in a curve concave Southerly and having a radius of 17,190.45 feet and central angle of 03 degrees, 01 minutes, 56 seconds; thence North 65 degrees, 09 minutes, 40 seconds East, 909.66 feet a chord bearing and distance to the Point of Tangency of said curve; thence North 65 degrees, 40 minutes, 38 seconds East on said survey baseline a distance of 3303.09 feet; thence South 23 degrees, 19 minutes, 22 seconds East, 150.00 feet to a point on said Southerly Right of Way line of Normandy Boulevard and the Point of Beginning; thence North 66 degrees, 40 minutes, 38 seconds East on said Southerly Right of Way line 304.29 feet; thence South 23 degrees, 26 minutes, 20 seconds East, 457.68 feet; thence South 66 degrees, 27 minutes, 57 seconds West, 350.60 feet; thence North 23 degrees, 44 minutes, 06 seconds West, 366.03 feet; thence North 66 degrees, 46 minutes, 12 seconds East, 47.47 feet; thence North 22 degrees, 58 minutes, 49 seconds West, 93.02 feet to the Point of Beginning. Containing 3.60 acres more or less.

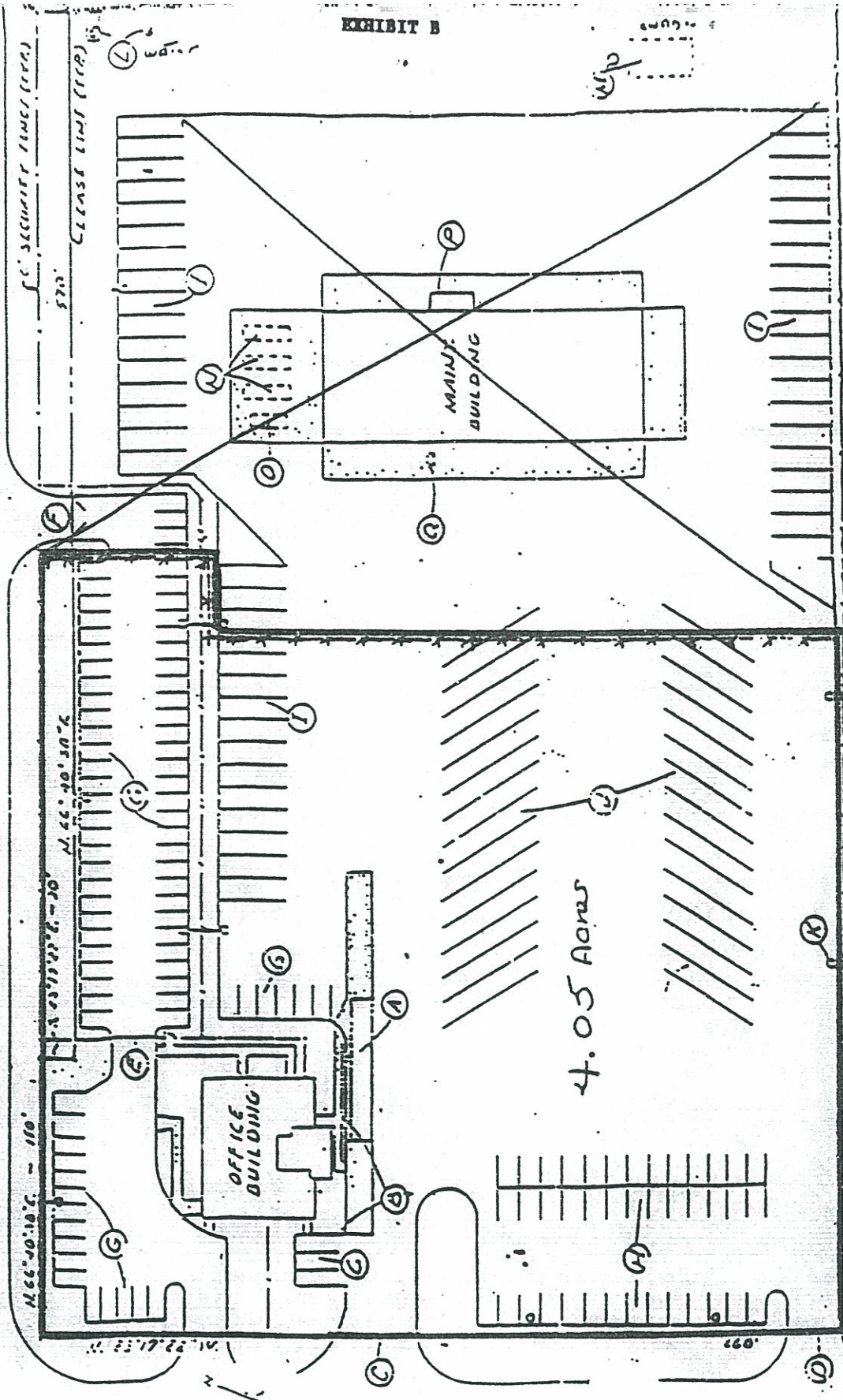
Location of Property:

The tract is located at Herlong Airport, 9800-1 Normandy Boulevard, Jacksonville, Florida.

BLYD.

9800 NORMANDY

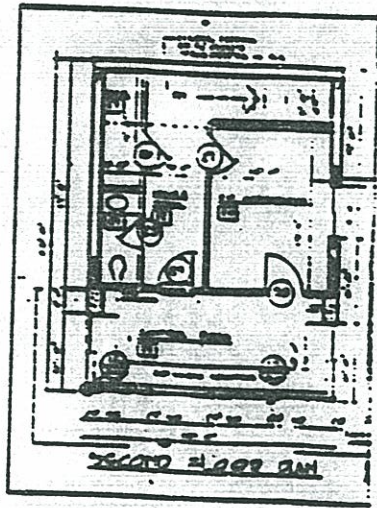
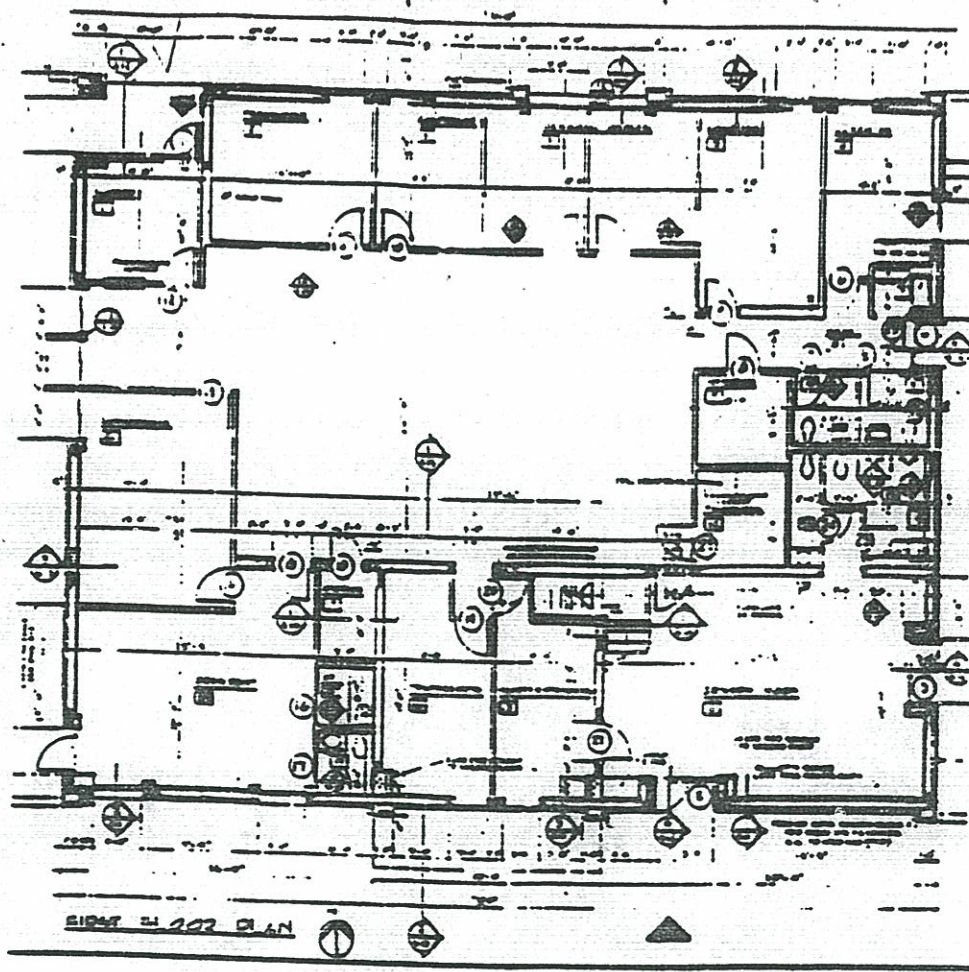
EXHIBIT B



NOTE: SEE SHEET 4 OF 4 FOR DESCRIPTION SCHEDULE

SITE PLAN





Handwritten notes in the right margin, including the number '2-10-77' and other illegible scribbles.

Exhibit "A"



ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT is made as of this 31st day of October, 1994, by and between Jupiter Corp. Transportation System, an Illinois corporation ("Assignor"), and Leasing Company, a Kentucky general partnership ("Assignee").

bk: 7974
Pg: 2120 - 2124
Doc# 94183238
Filed & Recorded
11/10/94
03:50:13 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 24.00

63353
24.00

RECITALS:

A. Assignor has a leasehold interest in a certain parcel of real estate located at Herlong Airport, 9798 Normandy Boulevard, Jacksonville, Florida and more particularly described on Exhibit A attached hereto and by this reference made a part hereof, under a Land Use and Lease Agreement dated November 7, 1989 (the "Lease").

B. Assignor has agreed to transfer its interest in the Lease to Assignee pursuant to a certain Asset Purchase Agreement (the "Agreement") dated as of September 30, 1994, by and among Assignor, Assignee and others.

OC

C. Assignor desires to assign all of its right, title, and interest in and to the Lease to Assignee and Assignee desires to accept said assignment of the Lease and assume all of the future obligations and liabilities of Assignor under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Agreement, the parties agree as follows:

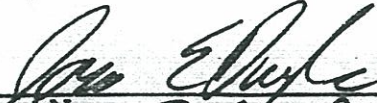
1. Assignor hereby assigns, sets over and transfers to Assignee all of its right, title and interest in, to and under the Lease.
2. Assignee hereby accepts the foregoing assignment and transfer of the Lease and agrees to pay, perform, assume and discharge, as and when due, all liabilities, payments and obligations as are required to be paid, performed or discharged after the date hereof of the Assignor in the Lease.
3. The parties acknowledge that the indemnities set forth in Section 2.9 of the Agreement shall extend to this Assignment and Assumption of Lease Agreement.
4. This instrument shall be construed and enforced in accordance with the laws of the State of Illinois.


IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be executed as of the day, month and year first above written.


ASSIGNOR:

Signed, sealed and delivered in the presence of:

JUPITER CORP. TRANSPORTATION SYSTEM, an Illinois corporation


Printed Name: JOSEPH E. DOYLE

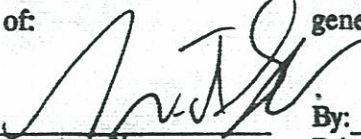
By: 
Printed Name: J.C.H. Jimison
Title: Chairman



Printed Name: Laurie Lubcke

ASSIGNEE:

Signed, sealed and delivered in the presence of:

ATC LEASING COMPANY, a Kentucky general partnership


Printed Name: M.T. Shroyer

By: 
Printed Name: Donald A. Frons
Title: Acct Secy of SUN 75 Corp. managing general partner of ATC Leasing Company as managing general partner


Printed Name: Deborah C. Tomczyk

SZ141089.DOC

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

WILLIAM T. SHROYER, ESQ.
REINHART, BOERNER, VAN DUREN
NORRIS & REISELEBACH, S.C.
1000 NORTH WATER STREET, SUITE 2100
MILWAUKEE, WISCONSIN 53202

Acknowledgement for
Jupiter Corp. Transportation System

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 31st day of
October, 1994, by C.H. Jamison as
Chairman of JUPITER CORP. TRANSPORTATION
SYSTEM, an Illinois corporation, on behalf of the corporation.

Linda S. Mosley
Notary Public (Signature)

(AFFIX NOTARY SEAL)

LINDA S. MOSLEY
(Printed Name)

Notary Public
(Title or Rank)

"OFFICIAL SEAL"
(Serial Number) LINDA S. MOSLEY
Notary Public, State of Illinois
My Commission Expires Mar 18, 1998

Acknowledgement for
ATC Leasing Company

STATE OF ILLINOIS)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31st day of
October, 1994, by Donald A. Pralle as a general
partner of ATC LEASING COMPANY, a Kentucky general partnership, on behalf
of the general partnership.

*Assistant secretary of tenant's
corp, managing partner of ATC Holding
Company, its managing general partner*

Sharon Zaban Letchinger
Notary Public (Signature)

(AFFIX NOTARY SEAL)

Sharon Zaban Letchinger
(Printed Name)

(Title or Rank)

(Serial Number, if any)

My Commission Expires _____

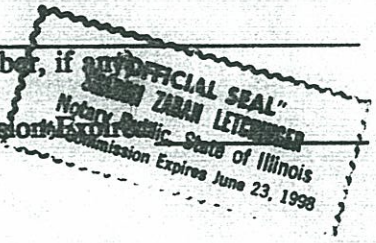


EXHIBIT A**Legal Description of Real Estate**

**WORLD MARINE TRANSPORT
3.6 ACRE TRACT
JACKSONVILLE, FLORIDA**

Part of Lot 12, 13, and 14, Block 4, Section 32, Township 2 South, Range 25 East, as shown on map of "Jacksonville Heights", as recorded in Plat Book 5, page 93 of the Current Public Records of Duval County, Florida, and being more particularly described as follows: Commence at the Southwest corner of said Section 32; thence South 0 degrees, 03 minutes, 24 seconds East a distance of 363.42 feet to the survey baseline as shown on the Department of Transportation Right of Way Map Section 72120-2506 of Normandy Boulevard; said survey baseline being 50 feet South of and parallel to the North Right of Way line and 150 feet North of and parallel to the South Right of Way line; said point also lying in a curve concave Southerly and having a radius of 17,190.45 feet and central angle of 03 degrees, 01 minutes, 56 seconds; thence North 65 degrees, 09 minutes, 40 seconds East, 909.66 feet a chord bearing and distance to the Point of Tangency of said curve; thence North 66 degrees, 40 minutes, 38 seconds East on said survey baseline a distance of 3303.09 feet; thence South 23 degrees, 19 minutes, 22 seconds East, 150.00 feet to a point on said Southerly Right of Way line of Normandy Boulevard and the Point of Beginning; thence North 66 degrees, 40 minutes, 38 seconds East on said Southerly Right of Way line 304.29 feet; thence South 23 degrees, 26 minutes, 20 seconds East, 457.68 feet; thence South 66 degrees, 27 minutes, 57 seconds West, 350.60 feet; thence North 23 degrees, 44 minutes, 06 seconds West, 366.03 feet; thence North 66 degrees, 46 minutes, 12 seconds East, 47.47 feet; thence North 22 degrees, 58 minutes, 49 seconds West, 93.02 feet to the Point of Beginning. Containing 3.60 acres more or less.

Location of Property:

The tract is located at Herlong Airport, 9800-1 Normandy Boulevard, Jacksonville, Florida.

SPECIAL WARRANTY DEED

Return to: (enclose self-addressed stamped envelope)

Name: WILLIAM T. SHROYER, ESQ.
Address: REINHART, BOEPNER, VAN DUEREN,
NORRIS & REISELBACH, S.C.
1000 NORTH WATER STREET, SUITE 2100
MILWAUKEE, WISCONSIN 53202-3188

Bk: 7974
Pg: 2106 - 2110
Doc# 94183236
Filed & Recorded
11/10/94
03:50:13 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 24.00
DEED \$ 2,345.00

This Instrument Prepared by:

Address: RICHARD E. BRODSKY, ESQ.
JENNER & BLOCK
ONE BISCAYNE TOWER
MIAMI, FLORIDA 33131

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee[s] S.S. #[s]: 61-1207319

63353
24.00
2,345.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Special Warranty Deed Made as of the 31st day of October, A.D. 1994 by JUPITER CORP. TRANSPORTATION SYSTEM, an Illinois corporation, whose post office address is 4314 - 39th Avenue, Kenosha, Wisconsin 53142, hereinafter called the grantor, to ATC LEASING COMPANY, a Kentucky general partnership, whose post office address is 620 Shipp Avenue, Louisville, Kentucky 42802, hereinafter called the grantee.

Witnesseth: That the grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all of the improvements situated on that certain land situate in Duval County, State of Florida, viz:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said improvements in fee simple; that the grantor has good right and lawful authority to sell and convey said improvements, and hereby warrants the title to said improvements and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, subject to the title exceptions set forth on Exhibit B attached hereto and made a part hereof.

In Witness Whereof, the said grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

JUPITER CORP. TRANSPORTATION SYSTEM,
an Illinois corporation

Laura L. Wolke
Witness Signature

Laura L. Wolke
Printed Name

Joseph E. Doyle
Witness Signature

JOSEPH E. DOYLE
Printed Name

C. H. Jamison
Grantor Signature

C. H. JAMISON
Printed Name

4314 - 39TH AVENUE, KENOSHA, WISCONSIN 53142
Post Office Address

Allen M. Blais
Witness Signature

ALLEN M. BLAIS
Printed Name

Robert M. Green
Witness Signature

ROBERT M. GREEN
Printed Name

Elaine Klinkowitz
Witness Signature

ELAINE KLINKOWITZ
Printed Name

4314 - 39TH AVENUE, KENOSHA, WISCONSIN 53142
Post Office Address

5

STATE OF ILLINOIS)
COUNTY OF COOK)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared C.H. JAMISON, the CHAIRMAN President and ELAINE KLINKOWITZ, the ASST. Secretary of Jupiter Corp. Transportation System, an Illinois corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its CHAIRMAN President, sealed with ~~its corporate seal~~ and attested by its ASST. Secretary.

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid this 31st day of OCTOBER, A.D. 1994.

Colleen M. Blais
Notary Signature

COLLEEN M. BLAIS
Printed Notary Signature

EXHIBIT ALegal Description of Real Estate

**WORLD MARINE TRANSPORT
3.6 ACRE TRACT
JACKSONVILLE, FLORIDA**

Part of Lot 12, 13, and 14, Block 4, Section 32, Township 2 South, Range 25 East, as shown on map of "Jacksonville Heights", as recorded in Plat Book 5, page 93 of the Current Public Records of Duval County, Florida, and being more particularly described as follows: Commence at the Southwest corner of said Section 32; thence South 0 degrees, 03 minutes, 24 seconds East a distance of 363.42 feet to the survey baseline as shown on the Department of Transportation Right of Way Map Section 72120-2506 of Normandy Boulevard; said survey baseline being 50 feet South of and parallel to the North Right of Way line and 150 feet North of and parallel to the South Right of Way line; said point also lying in a curve concave Southerly and having a radius of 17,190.45 feet and central angle of 03 degrees, 01 minutes, 56 seconds; thence North 65 degrees, 09 minutes, 40 seconds East, 909.66 feet a chord bearing and distance to the Point of Tangency of said curve; thence North 66 degrees, 40 minutes, 38 seconds East on said survey baseline a distance of 3303.09 feet; thence South 23 degrees, 19 minutes, 22 seconds East, 150.00 feet to a point on said Southerly Right of Way line of Normandy Boulevard and the Point of Beginning; thence North 66 degrees, 40 minutes, 38 seconds East on said Southerly Right of Way line 304.29 feet; thence South 23 degrees, 26 minutes, 20 seconds East, 457.68 feet; thence South 66 degrees, 27 minutes, 57 seconds West, 350.60 feet; thence North 23 degrees, 44 minutes, 06 seconds West, 366.03 feet; thence North 66 degrees, 46 minutes, 12 seconds East, 47.47 feet; thence North 22 degrees, 58 minutes, 49 seconds West, 93.02 feet to the Point of Beginning. Containing 3.60 acres more or less.

Location of Property:

The tract is located at Herlong Airport, 9800-1 Normandy Boulevard, Jacksonville, Florida.

EXHIBIT B
Permitted Exceptions

(9800-1 Normandy Boulevard, Jacksonville, Florida)
(Page One of Two)

1. Special taxes or assessments, if any, payable with taxes levied or to be levied for the current and subsequent years, not yet due and payable.
2. Claim of Lien in favor of TECHNICAL MECHANICAL CORP. filed of record in Official Records Volume 7810, Page 1804, of the Public Records of Duval County, Florida.
3. Claim of Lien in favor of THE TECHNICAL MECHANICAL CORPORATION filed of record in Official Records Volume 7842, Page 1947, of the Public Records of Duval County, Florida.
4. Judgment in favor of W.R. JOHNSON ENTERPRISES, INC., a Florida corporation d/b/a JOHNSON/AMERICAN, and against JACKSONVILLE PORT AUTHORITY, CITY OF JACKSONVILLE, a political subdivision of the State of Florida, in the amount of \$98,179.57, plus costs and/or interest, dated June 2, 1992, and recorded in Official Records Volume 7344, page 1855, of the public records of Duval County, Florida.
5. Declaratory Judgment in favor of ALAMO RENT-A-CAR, INC., a Florida corporation, and against JACKSONVILLE PORT AUTHORITY, a Florida corporation, dated March 31, 1991, and recorded in Official Records Volume 7129, page 0253, of the public records of Duval County, Florida.
6. Interlocal Agreement made by and between THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION and THE JACKSONVILLE PORT AUTHORITY, dated March 29, 1993, recorded in Official Records Volume 3527, page 1092, of the current public records of Duval County, Florida.
7. Covenants, conditions and restrictions as contained in instrument in Deed Book 1282, page 288, of the public records of Duval County, Florida. This document contains provisions (i) providing for an option to purchase, right of first refusal or the prior approval of a future purchaser or occupant.
8. Terms and conditions set forth in that certain Land Use and Lease Agreement dated November 7, 1989, by and between the Jacksonville Port Authority and Jupiter Corp. Transportation System, as assigned to ATC Leasing Company.

EXHIBIT B
Permitted Exceptions

(9800-1 Normandy Boulevard, Jacksonville, Florida)
(Page Two of Two)

9. Survey prepared by ARC Surveying & Mapping, Inc. dated October 6, 1994 under Job No. 94-09-14, which reveals the following:
 - (a) Rights of others, if any, relating to the underground utilities, manholes, catch basins and related drainage pipes as shown on the survey.
10. Terms and conditions set forth in that certain unrecorded consent dated October ____, 1994, by the Jacksonville Port Authority in favor of Jupiter Corp. Transportation System and ATC Leasing Company.
11. Interest of Jupiter Corp. Transportation System pursuant to that certain unrecorded consent dated October ____, 1994, by Jacksonville Port Authority in favor of Jupiter Corp. Transportation System and ATC Leasing Company.

DLP41017.PER

Doc: 8020
Pg: 213 - 239
Doc# 95014463
Filed & Recorded
01/23/95
04:03:52 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DADE COUNTY, FL
REC. \$ 123.00
OTHER/MTG/NOTE \$ 1,172.50
INTANGIBLE TAX \$ 670.00

FLORIDA

MORTGAGE, SECURITY AGREEMENT,
FINANCING STATEMENT AND
ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS (this instrument as hereafter renewed, modified, extended or amended, is herein called "Mortgage") is given as of the 4th day of November, 1994, by ATC LEASING COMPANY, a Kentucky general partnership (hereinafter called "Mortgagor"), having its principal place of business at 4314 West 39th Avenue, Kenosha, Wisconsin 53144, to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter referred to as "ANB") as collateral agent for itself and one or more participants and co-lenders, including without limitation, Heller Financial, Inc. ("Heller") (ANB, as such collateral agent, will be hereinafter referred to as "Mortgagee"), with its chief executive offices located at One North LaSalle Street, Chicago, Illinois 60690.

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Loan and Security Agreement, dated of even date herewith (the "Loan Agreement") by and among ANB, Heller, Mortgagor, and the other borrowers listed on the signature pages of the Loan Agreement (which other borrowers are referred to herein collectively as the "Other Borrowers"), which Loan Agreement provides for, among other things, the extension of certain credit and other financial accommodations by Mortgagee to Mortgagor and the Other Borrowers in the maximum aggregate principal amount of Fifty Seven Million Eight Hundred Fifty Thousand and no/100 Dollars (\$57,850,000.00), as more particularly described in the Loan Agreement (all capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Loan Agreement); and

WHEREAS, the extension of credit and the financial accommodations to Mortgagor under the Loan Agreement as aforesaid are evidenced by, among other things: (i) the Real Property Term Notes, each dated of even date herewith (the "Real Property Term Notes"), (ii) the Overadvance Term Notes, each dated of even date

This Instrument was prepared by:
Susan Elliott, Esq.
Jones, Day, Reavis & Pogue
77 West Wacker
Chicago, Illinois 60601-1692

This Mortgage, Security Agreement, Financing Statement and Assignment of Leases and Rents is part of a multi-state transaction in which the loan is secured by mortgages on property in Florida and other states. The value of the Florida property described herein is \$335,000.00 and the documentary stamp tax and the intangible tax are based on said amount pursuant to current Rules of the Florida Department of Revenue.

63353
123.00

1172.50
670.00
IT

Return to

27

Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages, deeds of trust or deeds to secure debt which also secure said Obligations.

19. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (i) three (3) days after deposit in the United States mails, with proper postage prepaid, (ii) when sent after receipt of confirmation or answerback if sent by telecopy or other similar facsimile transmission, (iii) one (1) business day after deposit with a reputable overnight courier with all charges prepaid or (iv) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address or number indicated as follows:

(i) If to Mortgagee at:

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attn: Michael J. Revord, Vice President
Telecopy: 312/648-5739
Confirmation: 312/661-5000

(ii) If to Mortgagor at:

ATC Leasing Company
3050 West Broadway
Louisville, Kentucky 40211
Attn: Charlie W. Johnson
Telecopy: 502/778-7915
Confirmation: _____

with copy to:

Jupiter Corp. Transportation System
4314 West 39th Avenue
Kenosha, Wisconsin 53144
Attn: Dennis M. Troha
Telecopy: 414/658-0383
Confirmation: _____

with copy to:

Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, S.C.
1000 North Water Street, Suite 2100
P.O. Box 92900

Milwaukee, Wisconsin 53202-0900
Attn: Jerome M. Janzer, Esq.
Telecopy: 414/298-8097
Confirmation: _____

and with copy to:

Mulloy, Walz, Wettgerer, Fore and Schwartz
First Trust Centre
200 South Fifth Street, Suite 700N
Louisville, Kentucky 40202
Attn: F. Larkin Fore
Telecopy: 502/589-1637
Confirmation: _____

or to such other address or number as each party designates to the other in the manner herein prescribed.

20. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Obligations secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Obligations secured hereby, but otherwise subject to the provisions of the Loan Documents, extend the time, or agree to alter or amend the terms of payment of such Obligations. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Obligations or the remainder of the security.

21. Parties Not Partners. Nothing contained in this Mortgage shall constitute Mortgagor and Mortgagee as joint venturers or partners with one another or agents for one another or render either of them liable for and debts or obligations of the other.

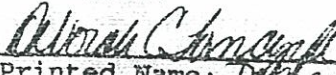
22. Estoppel Letters. Mortgagor, upon ten (10) days' prior written notice, shall furnish Mortgagee with a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, Obligations, and stating to its best knowledge whether or not any off-sets or defenses exist against such principal and interest, and, if so, the particulars thereof, and any other matters requested by Mortgagee.

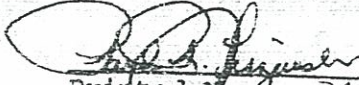
23. Governing Law. This Mortgage shall be governed by and construed in accordance with the applicable laws of the State of Illinois from time to time in effect except to the extent of the procedural and substantive matters relating only to the

Book 8020 PR 234

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person or persons identified below on behalf of Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

Witnesses:


Printed Name: Debra C. Cooney



Printed Name: PAUL R. LISZOWSKI

Mortgagor:

ATC LEASING COMPANY
a Kentucky general partnership

By: ATC Holdings Company, a
Kentucky general partnership
and its Managing General
Partner

By: Seven T's Corp., a Wisconsin
corporation and its Managing
General Partner

By: 
Dennis M. Troha,
President

Address: 4314 West 39th Avenue
Kenosha, Wisconsin 53144

STATE OF Illinois)
COUNTY OF Cook)

SS.

The foregoing instrument was acknowledged before me this 4th day of November, 1994, by Dennis Troha, the President of Seven T's Corp., the Managing General Partner of ATC holding Company which is the Managing General Partner of ATC LEASING COMPANY, a Kentucky general partnership, for the purposes set forth therein. He is personally known to me to be such President of such corporation ~~or has produced~~ (type of identification) as identification and did (did not) take an oath.

Rebecca L. Foley
Notary Public
Print Name: Rebecca L. Foley

[NOTARIAL SEAL]

My Commission Expires:
8/23/98



Legal Description

PARCEL 1:

The fixtures, buildings and improvements located on the following described real property:

Part of Lot 12, 13, and 14, Block 4, Section 32, Township 2 South, Range 25 East, as shown on map of "Jacksonville Heights", as recorded in Plat Book 5, page 93 of the current public records of Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence South 0 degrees 03 minutes 24 seconds East a distance of 363.42 feet to the survey baseline as shown on the Department of Transportation Right of Way Map Section 72120-2506 of Normandy Boulevard; said survey baseline being 50 feet South of and parallel to the North Right of Way line and 150 feet North of and parallel to the South right of Way line; said point also lying in a curve concave Southerly and having a radius of 17,190.45 feet and central angle of 03 degrees, 01 minutes, 56 seconds; thence North 65 degrees, 09 minutes, 40 seconds East, 909.66 feet to a chord bearing and distance to the Point of Tangency of said curve; thence North 66 degrees, 40 minutes, 38 seconds East on said survey baseline a distance of 3303.09 feet; thence South 23 degrees, 19 minutes, 22 seconds East, 150.00 feet to a point on said Southerly Right of Way line of Normandy Boulevard and the Point of Beginning; thence North 66 degrees, 40 minutes, 38 seconds East on said Southerly right of Way line 304.29 feet; thence South 23 degrees, 26 minutes, 20 seconds East, 457.53 feet; thence South 65 degrees, 27 minutes, 57 seconds West, 350.50 feet; thence North 23 degrees, 44 minutes, 06 seconds West, 366.03 feet; thence North 66 degrees, 46 minutes, 12 seconds East, 47.47 feet; thence North 22 degrees, 58 minutes, 49 seconds West, 93.02 feet to the Point of Beginning.

Legal Description

PARCEL 2:

A leasehold estate for an initial term of 5 years, as extended, created by that certain Land Use and Lease Agreement dated November 7, 1989, by and between JACKSONVILLE PORT AUTHORITY, a body politic and corporate existing under the laws of the State of Florida ("Landlord"), and JUPITER CORP. TRANSPORTATION SYSTEM, an Illinois corporation ("Tenant"), as assigned from JUPITER CORP. TRANSPORTATION SYSTEM to ATC LEASING COMPANY, a Kentucky general partnership, by Assignment and Assumption of Lease dated as of October 31, 1994, all as evidenced by that certain Memorandum of Lease dated October 31, 1994, by and between JACKSONVILLE PORT AUTHORITY, and ATC LEASING COMPANY, and recorded in Official Records Volume 7974, page 2111, of the current public records of Duval County, Florida, as to the following described real property:

Part of Lot 12, 13, and 14, Block 4, Section 32, Township 2 South, Range 25 East, as shown on map of "Jacksonville Heights", as recorded in Plat Book 5, page 93 of the current public records of Duval County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence South 0 degrees 03 minutes 24 seconds East a distance of 363.42 feet to the survey baseline as shown on the Department of Transportation Right of Way Map Section 72120-2506 of Normandy Boulevard; said survey baseline being 50 feet South of and parallel to the North Right of Way line and 150 feet North of and parallel to the South right of Way line; said point also lying in a curve concave Southerly and having a radius of 17,190.45 feet and central angle of 03 degrees, 01 minutes, 56 seconds; thence North 65 degrees, 09 minutes, 40 seconds East, 909.66 feet to a chord bearing and distance to the Point of Tangency of said curve; thence North 66 degrees, 40 minutes, 38 seconds East on said survey baseline a distance of 3303.09 feet; thence South 23 degrees, 19 minutes, 22 seconds East, 150.00 feet to a point on said Southerly Right of Way line of Normandy Boulevard and the Point of Beginning; thence North 66 degrees, 40 minutes, 38 seconds East on said Southerly right of Way line 304.29 feet; thence South 23 degrees, 26 minutes, 20 seconds East, 457.68 feet; thence South 66 degrees, 27 minutes, 57 seconds West, 350.60 feet; thence North 23 degrees, 44 minutes, 06 seconds West, 366.03 feet; thence North 66 degrees, 46 minutes, 12 seconds East, 47.47 feet; thence North 22 degrees, 58 minutes, 49 seconds West, 93.02 feet to the Point of Beginning.

1. Claim of Lien in favor of The Technical Mechanical Corp. filed of record in Official Records Volume 7810, Page 1804, of the current public records of Duval County, Florida.
2. Claim of Lien in Favor of The Technical Mechanical Corporation filed of record in Official Records Volume 7842, Page 1947, of the current public records of Duval County, Florida.
3. Judgment in favor of W. R. Johnson Enterprises, Inc., a Florida corporation d/b/a Johnson/American, and against Jacksonville Port Authority, City of Jacksonville, a political subdivision of the State of Florida, in the amount of \$98,179.57, plus costs and/or interest, dated June 2, 1992, and recorded in Official Records Volume 7344, Page 1855, of the current public records of Duval County, Florida.
4. Declaratory Judgment in favor of Alamo Rent-A-Car, Inc., a Florida corporation, and against Jacksonville Port Authority, a Florida corporation, dated March 31, 1991, and recorded in Official Records Volume 7129, Page 253, of the current public records of Duval County, Florida.
5. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
6. Taxes and assessments for the year 1994.
7. Interlocal Agreement made by and between The State of Florida Department of Transportation and The Jacksonville Port Authority, dated March 29, 1973, recorded in Official Records Volume 3527, Page 1092, of the current public records of Duval County, Florida.
8. Covenants, conditions and restrictions as contained in instrument recorded in Deed Book 1282, Page 288, of the public records of Duval County, Florida. This document contains provisions providing for an option to purchase, right of first refusal or the prior approval of a future purchaser or occupant.
9. Terms and conditions set forth in that certain Land Use and Lease Agreement dated November 7, 1989, by and between Jacksonville Port Authority and Jupiter Corp. Transportation System, as assigned to ATC Leasing Company.
10. Terms and conditions set forth in that certain unrecorded Consent dated October __, 1994, by and between Jacksonville

Port Authority, Jupiter Corp. Transportation System and ATC Leasing Company.

11. Interest of Jupiter Corp. Transportation System pursuant to that certain unrecorded Consent dated October ___, 1994, by and between Jacksonville Port Authority, Jupiter Corp. Transportation System and ATC Leasing Company.
12. Rights of others, if any, relating to the underground utilities, manholes, catch basins and related drainage pipes as shown on the survey.

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

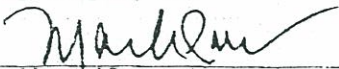
| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor (Last Name First if an Individual) ATC Leasing Company LLC | | 1a. Date of Birth or FEI# |
| 1b. Mailing Address 4314-39th Avenue | | 1c. City, State KENOSHA, WI |
| | | 1d. Zip Code 53142 |
| 2. Additional Debtor or Trade Name (Last Name First if an Individual) | | 2a. Date of Birth or FEI# |
| 2b. Mailing Address | | 2c. City, State |
| | | 2d. Zip Code |
| 3. Secured Party (Last Name First if an Individual) American National Bank and Trust Company of Chicago, as Collateral Agent | | |
| 3a. Mailing Address 120 South LaSalle Street | | 3b. City, State CHICAGO, IL |
| | | 3c. Zip Code 60603 |
| 4. Assignee of Secured Party (Last Name First if an Individual) | | |
| 4a. Mailing Address | | 4b. City, State |
| | | 4c. Zip Code |
| 5. This Financing Statement covers the following types or items or property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)). All of the Debtor's now owned and hereafter acquired accounts, inventory, equipment and other tangible and intangible property, and all proceeds thereof, as more particularly described on Exhibit A hereto. | | |
| <i>no date</i> <i>no bank</i> | | |
| <i>E430156/00 (19.50)</i> | | |
| 6. Check only if Applicable: | | <input checked="" type="checkbox"/> Products of collateral are also covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Debtor is transmitting utility. |
| 7. Check appropriate box: (One box must be marked) | | <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. <input type="checkbox"/> Florida Documentary Stamp Tax is not required. |
| | | FL-Duval County Fixture Filing |
| 8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral: | | 9. Number of additional sheets presented: _____ |
| <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____ <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor. | | This Space for Use of Filing Officer <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; margin: 0 auto; line-height: 30px;">4</div> Book 9451 Pg 225 Bk: 9451 Pg: 225 - 228 Doc# 99264241 Filed & Recorded 10/28/99 08:14:29 A.M. HENRY W. COOK CLERK CIRCUIT COURT DUVAL COUNTY, FL REC. \$ 19.50 |
| 10. Signature(s) of Debtor(s) ATC Leasing Company LLC  | | |
| 11. Signature(s) of Secured Party or if Assigned, by Assignee(s) American National Bank and Trust Company of Chicago, as Collateral Agent: | | |
| 12. Return Copy to: | | |
| Name | CSC The United States Corporation Company | |
| Address | P.O. Box 591 | |
| Address | Wilmington, DE 19899 | |
| City, State, Zip | (800) 927-9800 | |

EXHIBIT A
to
Financing Statement
(Fixtures)

Book 9451 Pg 226

DESCRIPTION OF COLLATERAL

All of Debtor's property, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of Debtor's leasehold interest therein, excluding real property), consigned (to the extent of Debtor's ownership interest therein), arising or acquired including the Debtor's right, title and interest in and to the following property:

(i) all accounts, which term shall include, without limitation, all present and future rights of Debtor to payment whether or not they have been earned for performance for goods sold or for services rendered which are not evidenced by instruments or chattel paper ("Accounts"); all contract rights (excluding rights under real property leases); all general intangibles, which term shall include, without limitation, all choses in action, causes of action and all other intangible personal property of Debtor of every kind and nature, including, without limitation, corporate or other business records, past, present and future trade secrets and other proprietary information, trademarks, trademark applications, trade names, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations which have heretofore been or may hereafter be issued thereon throughout the world, copyrights (including, without limitation, copyrights for computer programs) and copyright registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable), patent applications and patents, license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of the foregoing, the right to sue for all past, present and future infringements of any of the foregoing, and all common law and other rights throughout the world in and to all of the foregoing, goodwill, licenses, franchises, customer lists, tax refund claims, rights and claims against carriers and shippers, rights to indemnification, proceeds of insurance covering the lives of key employees on which Debtor is beneficiary, reversionary interests under machine lease and service contracts or other lease agreements, and any letter of credit, guarantee, security interest or other security held by or granted to Debtor to secure payment by a party obligated to Debtor on or under an Account; all tax refunds; all chattel paper; all interests in any partnership; all instruments; all notes; all letters of credit; all documents; and all documents of title;

(ii) all inventory, which term shall include, without limitation, all goods, including, without limitation, goods in transit, goods which are held for sale or lease, goods furnished under any contract of service or held as raw materials, goods consisting of work in process or supplies, and all materials used or consumed in Debtor's business, and shall

include such property the sale, lease or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor;

(iii) all equipment, which term shall include, without limitation, all of Debtor's machinery, equipment, furniture, furnishings, fixtures and all tangible personal property similar to any of the foregoing, together with tools, machine parts, and motor vehicles of every kind and description, including, without limitation, all tractors (other than (a) those tractors subject to conditional sales contracts between Debtor as seller and a third party as purchaser and (b) those tractors the acquisition of which is financed in whole on or subsequent to the date hereof by lenders other than Lenders and sold by Debtor to third parties pursuant to a conditional sales contract), trucks, trailers, headramps, automobiles, pick-up trucks, jeeps, hoists, truck saddles, tow bars, parts and tires, and all improvements, accessions and appurtenances thereto, and any proceeds, including insurance proceeds and condemnation awards;

(iv) all of Debtor's deposit accounts (general or special) with and credits and other claims against Secured Party, or any other financial institution with which Debtor maintains deposits;

(v) all of Debtor's now owned or hereafter acquired monies; and any and all other property and interests in property of Debtor now or hereafter coming into the actual possession, custody or control of Secured Party or any agent or affiliate of Secured Party in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise);

(vi) all Goods (as defined in the Uniform Commercial Code of the State of Illinois);

(vii) all insurance proceeds of or relating to any of the foregoing;

(viii) all insurance proceeds relating to any key man life insurance policy covering the life of any officer or director of Debtor;

(ix) all of Debtor's actions with respect to preferential transfers, fraudulent conveyances and other avoidance power claims and any recoveries of cash or proceeds of property representing recoveries under 11 U.S.C. §§ 544, 547, 548, 549, 550 or 553;

(x) all of Debtor's books and records relating to any of the foregoing; and

(xi) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing.

CERTAIN OF THE ABOVE-DESCRIBED COLLATERAL MAY BE OR BECOME FIXTURES TO THE REAL PROPERTY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF. THIS FINANCING STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS.

EXHIBIT B

Part of Lot 12, 13, and 14, Block 4, Section 32, Township 2 South, Range 25 East, as shown on map of "Jacksonville Heights", as recorded in Plat Book 5, page 93 of the Current Public Records of Duval County, Florida, and being more particularly described as follows: Commence at the Southwest corner of said Section 32; thence South 0 degrees, 03 minutes, 24 seconds East a distance of 363.42 feet to the survey baseline as shown on the Department of Transportation Right of Way Map Section 72120-2506 of Normandy Boulevard; said survey baseline being 50 feet South of and parallel to the North Right of Way line and 150 feet North of and parallel to the South Right of Way line; said point also lying in a curve concave Southerly and having a radius of 17,190.45 feet and central angle of 03 degrees, 01 minutes, 56 seconds; thence North 65 degrees, 09 minutes, 40 seconds East, 909.66 feet a chord bearing and distance to the Point of Tangency of said curve; thence North 66 degrees, 40 minutes, 38 seconds East on said survey baseline a distance of 3303.09 feet; thence South 23 degrees, 19 minutes, 22 seconds East, 150.00 feet to a point on said Southerly Right of Way line of Normandy Boulevard and the Point of Beginning; thence North 66 degrees, 40 minutes, 38 seconds East on said Southerly Right of Way line 304.29 feet; thence South 23 degrees, 26 minutes, 20 seconds East, 457.68 feet; thence South 66 degrees, 27 minutes, 57 seconds West, 350.60 feet; thence North 23 degrees, 44 minutes, 06 seconds West, 366.03 feet; thence North 66 degrees, 46 minutes, 12 seconds East, 47.47 feet; thence North 22 degrees, 58 minutes, 49 seconds West, 93.02 feet to the Point of Beginning. Containing 3.60 acres more or less.

9798 Normandy Boulevard
Jacksonville, Florida 32221

Prepared by:
Suzanne S. Howard
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

Book 9559 Page 1230



Return To:
Real Estate
21 W. Church St. - 80-6
Jacksonville, FL 32202

Doc# 2000049053
Book: 9559
Pages: 1230 - 1233
Filed & Recorded
03/03/00 03:44:01 PM
HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 2.50
DEED DOC STAMP \$ 0.70
RECORDING \$ 17.00

RE# 009029-0000

GRANT OF EASEMENT
(Lift Station and Ingress and Egress)

THIS INDENTURE, made this 3rd day of February, ²⁰⁰⁰1999, between JACKSONVILLE PORT AUTHORITY, a body politic and corporate created and existing under Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantor"), and JEA, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, maintain, improve, and/or repair facilities and associated equipment for a lift station for water and/or sewer on, along, over, through, across or under the land described in Exhibit "A" attached hereto and made a part hereof, and an unobstructed right of way and easement over, across, upon and through the land described in Exhibit "B" attached hereto and made a part hereof for access, ingress and egress to the land described in Exhibit "A".

TOGETHER with the right of said Grantee, its successors and assigns, for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said lands which may be required for the enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its authorized officers and caused its Corporate Seal attested by its Secretary to be hereto affixed the day and year above written

ATTEST:

JACKSONVILLE PORT AUTHORITY

Brenda L. Caraballo
Print name: Brenda L. Caraballo
Title: Exec. Assistant to President

By: K.R. Krauter
Print Name: K.R. KRAUTER
Title: PRESIDENT & CEO

6

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of February ~~2000~~ 2000 by R. R. KRAUER and the PRESIDENT/CEO and _____ respectively of the Jacksonville Port Authority, a body politic and corporate, on behalf of the Authority. Such persons did not take an oath and are personally known to me.

Marjorie V Cannon (x)
MARJORIE V CANNON
[Print or type name]

NOTARY PUBLIC

My Commission Expires: _____



Marjorie V. Cannon
MY COMMISSION # CC632147 EXPIRES
June 16, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

SSH:\FNG\shared\SHOWARD\AGREELEA.SSH\PA-JEA.GE3

FORM APPROVED
[Signature]
ASSISTANT CLERK

MAP SHOWING BOUNDARY SURVEY OF

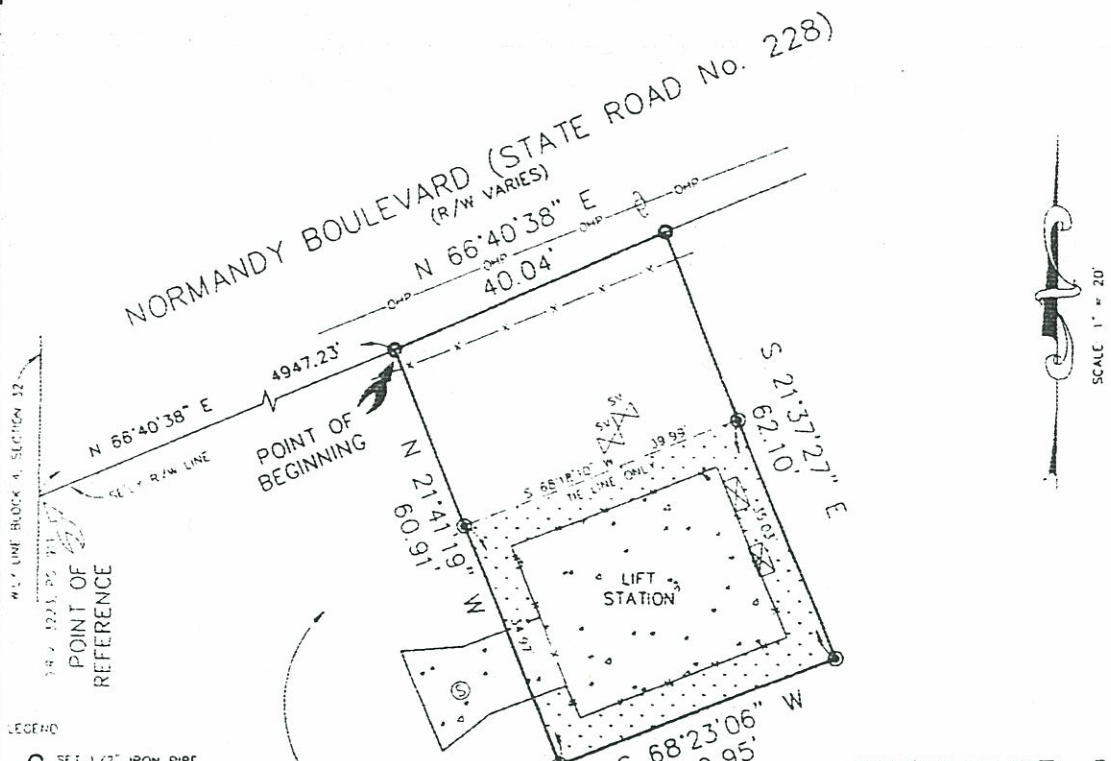
BOOK NUMBER 9559 PAGE 1232

A PART OF TRACT 3, BLOCK 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF BLOCK 4, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD NO. 228), A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 72120-2506, SHEET 13, DATED MAY 16, 1969 AND ON FILE OF RECORD IN THE DISTRICT 2 RIGHT-OF-WAY OFFICE IN LAKE CITY, FLORIDA, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3223, PAGE 911 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 66°40'38" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4947.23 FEET THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°40'38" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.04 FEET; THENCE SOUTH 21°37'27" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 62.10 FEET; THENCE SOUTH 68°23'06" WEST, A DISTANCE OF 39.95 FEET; THENCE NORTH 21°41'19" WEST, A DISTANCE OF 60.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 2459 SQUARE FEET, MORE OR LESS.



- LEGEND
- SET 1/2" IRON PIPE LB 6697
 - FOUND 1/2" IRON PIPE LB 6661
 - ⊙ SANITARY MANHOLE
 - ⊗ SANITARY VALVE
 - ⊠ SPRINKLER CONTROL BOX
 - ⊓ POWER POLE
 - ▭ CONCRETE
 - ▭ LANDSCAPED AREA
 - X- FENCE
- R/W RIGHT-OF-WAY
O.P.V. OFFICIAL RECORDS VOLUME
P.G. PAGE
O.H.P. OVERHEAD POWER LINES

NOTES

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
- 2) A BEARING OF N 66°40'38" E WAS ASSUMED ON THE SOUTHEASTERLY R/W LINE OF NORMANDY BOULEVARD AS SHOWN HEREON HOLDING MONUMENTATION FOUND IN PLACE SAID BEARING REFERS TO FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 72120-2506, SHEET 13, DATED MAY 16, 1969.
- 3) NO ATTEMPT WAS MADE TO UNCOVER ANY UNDERGROUND IMPROVEMENTS SHOULD ANY EXIST.

EXHIBIT A

Arnold J. Johns
ARNOLD J. JOHNS

FLORIDA REGISTERED LAND SURVEYOR NO. 4424
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

L & B BRADLEY
LAND SURVEYORS

5274 RAMONA BLVD., JACKSONVILLE, FLORIDA 32205
PHONE (904) 786-6400 FAX (904) 786-1479

LICENSED BUSINESS No. 6697

| | | |
|------------------------------------------------------|-----------------------|----------------|
| W.O. NO.: A-98-230A <small>X-REF D-98-230</small> | SURVEY DATE: 08/14/98 | DRAFTED BY: PF |
| CHECKED BY: RJ | CAD FILE: 98230A.DWG | FB 143 PG 59 |

A PART TRACTS 2,3,11,12,13,14, BLOCK 4, SECTION 32 AND A PART OF TRACTS 1,2,3,4,5,6,8, BLOCK 3, SECTION 33, ALL LYING AND BEING IN TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND A PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF BLOCK 4, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD NO 22B), A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 72120-2506, SHEET 13, DATED MAY 16, 1969 AND ON FILE OF RECORD IN THE DISTRICT 2 RIGHT-OF-WAY OFFICE IN LAKE CITY, FLORIDA, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3223, PAGE 911 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THENCE NORTH 66°40'38" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 873.60 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°40'38" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4073.63 FEET; THENCE SOUTH 21°41'19" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.91 FEET; THENCE NORTH 68°23'06" EAST, A DISTANCE OF 39.95 FEET; THENCE NORTH 21°37'27" WEST, A DISTANCE OF 62.10 FEET TO A POINT ON AFORESAID RIGHT-OF-WAY LINE; THENCE NORTH 66°40'38" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 145.03 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 112°04'00", SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°17'22" EAST AND A CHORD DISTANCE OF 82.94 FEET. THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC-DISTANCE OF 97.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES, (1) SOUTH 01°15'22" EAST, A DISTANCE OF 1.76 FEET; (2) NORTH 88°44'38" EAST, A DISTANCE OF 60.00 FEET; (3) NORTH 01°15'22" WEST, A DISTANCE OF 89.51 FEET; (4) NORTH 66°40'38" EAST, A DISTANCE OF 195.20 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HERLONG ROAD, A 120.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 88°54'38" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HERLONG ROAD, A DISTANCE OF 790.29 FEET, THENCE SOUTH 18°50'34" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 363.30 FEET; THENCE SOUTH 66°25'22" WEST, A DISTANCE OF 346.12 FEET, THENCE NORTH 23°55'32" WEST, A DISTANCE OF 459.37 FEET, THENCE SOUTH 66°48'43" WEST, A DISTANCE OF 779.26 FEET; THENCE SOUTH 18°26'10" EAST, A DISTANCE OF 500.75 FEET; THENCE SOUTH 65°33'32" WEST, A DISTANCE OF 101.70 FEET; THENCE NORTH 24°26'28" WEST, A DISTANCE OF 692.63 FEET TO A POINT ON A LINE PARALLEL WITH AND LYING 20.00 FEET SOUTHEASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD, THENCE SOUTH 66°40'38" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 4003.90 FEET; THENCE NORTH 23°19'22" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.6 ACRES, MORE OR LESS

Prepared by:
Suzanne S. Howard
Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

Doc# 2000049054
Book: 9559
Pages: 1234 - 1235
Filed & Recorded
03/03/00 03:44:01 PM
HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 1.50
DEED DOC STAMP \$ 0.70
RECORDING \$ 9.00



Return To:
Real Estate
21 W. Church St. - CC-6
Jacksonville, FL 32202

GRANT OF EASEMENT

RE# 009029-0066

THIS INDENTURE, made this 3rd day of February, ²⁰⁰⁰ ~~1999~~, between the **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantor") and **JEA**, a body politic and corporate, whose mailing address is 21 West Church Street, Jacksonville, Florida 32202-3139 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair, either above or below the surface of the ground, facilities and associated equipment for sewer and water, either or all, on along, over, through, across or under the following described land situate in Jacksonville, Duval County, Florida, to wit:

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

TOGETHER with the right unto Grantee, its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its authorized officers and caused its Corporate Seal attested by its Secretary to be hereto affixed the day and year above written.

ATTEST:

JACKSONVILLE PORT AUTHORITY

Brenda L. Caraballo
Print name: Brenda L. Caraballo
Title: Exec. Assistant to the President

By: K.R. Krauter
Print Name: K.R. KRAUTER
Title: PRESIDENT & CEO

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 3rd day of February, ²⁰⁰⁰ ~~1999~~, by K.R. Krauter and Marjorie V. Cannon, the President/CEO and Secretary, respectively of the Jacksonville Port Authority, a body politic and corporate, on behalf of the Authority. Such persons did not take an oath and are personally known to me.

Marjorie V. Cannon (x)
MARJORIE V. CANNON
[Print or type name]

NOTARY PUBLIC

My Commission Expires: _____



Marjorie V. Cannon

MY COMMISSION # CC632147 EXPIRES

FORM APPROVED

Suzanne S. Howard
ASSISTANT COUNSEL

EXHIBIT "A" (Page 1 of 1 Pages)

LEGAL DESCRIPTION

A PART TRACTS 2,3,11,12,13,14, BLOCK 4, SECTION 32 AND A PART OF TRACTS 1,2,3,4,5,6,8, BLOCK 3, SECTION 33, ALL LYING AND BEING IN TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND A PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF BLOCK 4, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD NO. 228), A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 72120-2506, SHEET 13, DATED MAY 16, 1969 AND ON FILE OF RECORD IN THE DISTRICT 2 RIGHT-OF-WAY OFFICE IN LAKE CITY, FLORIDA, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3223, PAGE 911 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THENCE NORTH 66°40'38" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 873.60 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66°40'38" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4073.63 FEET; THENCE SOUTH 21°41'19" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.91 FEET; THENCE NORTH 68°23'06" EAST, A DISTANCE OF 39.95 FEET; THENCE NORTH 21°37'27" WEST, A DISTANCE OF 62.10 FEET TO A POINT ON AFORESAID RIGHT-OF-WAY LINE, THENCE NORTH 66°40'38" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 145.03 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 112°04'00", SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°17'22" EAST AND A CHORD DISTANCE OF 82.94 FEET, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 97.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: (1) SOUTH 01°15'22" EAST, A DISTANCE OF 1.76 FEET; (2) NORTH 88°44'38" EAST, A DISTANCE OF 60.00 FEET; (3) NORTH 01°15'22" WEST, A DISTANCE OF 89.51 FEET; (4) NORTH 66°40'38" EAST, A DISTANCE OF 195.20 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HERLONG ROAD, A 120.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, THENCE NORTH 88°54'38" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HERLONG ROAD, A DISTANCE OF 790.29 FEET, THENCE SOUTH 18°50'34" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 363.30 FEET; THENCE SOUTH 66°25'22" WEST, A DISTANCE OF 346.12 FEET; THENCE NORTH 23°55'32" WEST, A DISTANCE OF 459.37 FEET; THENCE SOUTH 66°48'43" WEST, A DISTANCE OF 779.26 FEET; THENCE SOUTH 18°26'10" EAST, A DISTANCE OF 500.75 FEET; THENCE SOUTH 65°33'32" WEST, A DISTANCE OF 101.70 FEET; THENCE NORTH 24°26'28" WEST, A DISTANCE OF 692.63 FEET TO A POINT ON A LINE PARALLEL WITH AND LYING 20.00 FEET SOUTHEASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD, THENCE SOUTH 66°40'38" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 4003.90 FEET; THENCE NORTH 23°19'22" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.6 ACRES, MORE OR LESS

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 01-04911-CA
DIVISION: CV-H

APS EAST COAST, INC., a corporation,
f/k/a Hobelmann Port Services, Inc.;
SEA STAR LINE, LLC, a limited liability
company; TRAILER BRIDGE, INC., a
corporation; HUAL NORTH AMERICA, INC.,
a corporation, and NPR, INC., a corporation,

Book 10656 Page 1333

Plaintiffs,

and

DISTRIBUTION & AUTO SERVICES, INC.,
a California corporation,

Intervening Plaintiff,

v. S

JACKSONVILLE PORT AUTHORITY,
a body politic, organized and existing under
the laws of the State of Florida,

Defendant. /

Doc# 2002254372
Book: 10656
Pages: 1333 - 1338
Filed & Recorded
09/10/2002 01:01:46 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

date 9/5/02
132,652 96

FINAL DECLARATORY JUDGMENT

This case came on to be heard on Plaintiffs' Complaint for declaratory relief pursuant to Ch. 86, Fla. Stat. The case was tried before the Court, without a jury, on July 30, 2002. The Court received evidence, heard argument of counsel, considered the pleadings and all other matters properly of record.

Based upon the foregoing, the Court makes the following

FINDINGS OF FACT:

1. The Jacksonville Port Authority ("JPA") executed leases with the Plaintiffs,

as tenants, which provide for the "pass through" of ad valorem taxes to the tenants if any were assessed against the JPA. A substantial portion of the leased property is commonly known as "Blount Island."

2. Beginning in 1998, the Property Appraiser for Duval County pursuant to the Charter of the Consolidated City of Jacksonville assessed ad valorem taxes on real property owned by the JPA and leased to private entities. This assessment includes the property leased to Plaintiffs.

3. Distribution & Auto Services, Inc. ("DAS"), the intervening Plaintiff, was invoiced \$112,844.99 by the JPA pursuant to the pass-through provision in its lease. DAS paid the JPA \$112,844.99 pursuant to that invoice, constituting a reimbursement to the JPA of ad valorem taxes and sales taxes levied on the property DAS leased from the JPA. Sea Star Line, LLC ("Sea Star") was invoiced \$19,807.97 by the JPA pursuant to the pass-through provision in its lease. Sea Star paid the JPA \$19,807.97 pursuant to that invoice, constituting a reimbursement to the JPA of ad valorem taxes and sales taxes levied on the property Sea Star leased from the JPA. The remaining Plaintiffs have refused to pay any ad valorem taxes, including a sales tax assessment on such taxes, as submitted by the JPA under the leases.

CONCLUSIONS OF LAW:

1. This is an action for declaratory relief, pursuant to Ch. 86, Fla. Stat.; See also Menna v. Sun Country Homeowners Assoc., Inc., 604 So.2d 897 (Fla. 2nd DCA 1992) (It is proper for a tenant to seek declaratory relief to determine parties' rights regarding improper charges "passed through" to a tenant pursuant to a lease).

2. The Court has jurisdiction of the parties and the subject matter of this action.

3. A present and actual dispute exists as to whether Plaintiffs can be charged ad valorem taxes on property owned by the JPA.

4. In 1934, the citizens of the State of Florida adopted an amendment to the 1885 Constitution in the form of Article VIII, Section 9. The amendment permitted the consolidation of all governmental agencies within Duval County. Sections 9, 10, 11 and 24 of the Constitution of 1885 each permit consolidation within only the following counties: Duval County (sec. 9), Monroe County (sec. 10), Dade County (sec. 11) and Hillsborough County (sec. 24).

5. The 1885 Constitution was replaced in 1968. However, the 1968 Constitution did not amend or replace the 1934 Consolidation Amendment. Article VIII, Section 6(e) of the 1968 Constitution specifically readopted Article VIII, Section 9 of the 1885 Florida Constitution. Article VIII, Section 9 of the 1885 Constitution provides that the consolidated government "shall...be recognized as one of the legal political subdivisions of the state with the duties and obligations of a county and shall be entitled to all the powers, rights and privileges, including representation in the State Legislature, which would accrue to it if it were a county."

6. In 1967, the Legislature submitted a consolidated governmental charter to the voters of Duval County, who approved it. Section 1.01(b) of the City of Jacksonville Charter provides that "The consolidated government has and shall have jurisdiction as a chartered county government...[.]"

7. The City of Jacksonville had various departments and agencies, including the JPA, prior to consolidation. These departments and agencies were "consolidated" into a single body politic by virtue of the Consolidation Amendment. See Section 1.01(a) of the Charter.

8. The State of Florida and its 67 political subdivisions are immune from ad valorem taxes. See Dickinson v. City of Tallahassee, 325 So.2d 1 (Fla. 1975); Park-n-Shop, Inc. v. Sparkman, 99 So.2d 571 (Fla. 1958); Andrews v. Pal-Mar Water Control District Dept. of Revenue, 388 So.2d 4 (Fla 4th DCA 1980); Orange County Florida v. Florida Dept. of Revenue, 605 So.2d 1333 (Fla. 5th DCA 1992); Greater Orlando Aviation Authority v. Crotty, 775 So.2d 978 (Fla. 5th DCA 2000); Sun 'N Lake of Sebring Improvement District v. McIntyre, 800 So.2d 715 (Fla. 2d DCA 2001).

9. The Consolidated City of Jacksonville, as one of the 67 political subdivisions, expressly pursuant to the Florida Constitution, is immune from ad valorem taxes. In Advisory Opinion No. 93-05, Jacksonville's General Counsel's Office determined that real property owned by the Consolidated City of Jacksonville was immune from taxation to the same extent that the other 66 political subdivisions in Florida are immune.

10. The Duval County Property Appraiser has classified the "Property Use" of property owned by the JPA at Blount Island as that of the County. See Plaintiffs' exhibit 11. Of course, Duval County does not expressly own the Blount Island property. Duval County transferred ownership of Blount Island to the JPA in connection with the JPA enabling act (Chapter 63-147). Therefore, by classifying the "Property Use" as "County", the Property Appraiser implicitly recognizes that the JPA is an agency of the Consolidated Government. Consistent with Advisory Opinion No. 93-05, such property is immune from ad valorem taxation.

11. However, the Property Appraiser has assessed ad valorem taxes on property owned by the JPA that is leased to private for-profit businesses. This is improper because property owned by a county that is leased to private for-profit businesses is immune from

ad valorem taxation.

12. In addition to a political subdivision being immune from ad valorem taxes, so too are the agencies of a political subdivision. Therefore, the JPA, as an agency of the consolidated government, is immune from ad valorem taxes.

13. The JPA is an agency of the consolidated government because the Charter explicitly defines it as an "independent agency." See Section 18.07(d) of the Charter (emphasis added).

14. The JPA is an agency of the consolidated government because the JPA is required to use, and be bound by decisions of the General Counsel's Office. See Sections 7.104 and 7.201 of the Charter.¹

15. The JPA is an agency of the consolidated government because the JPA is subject to the budgetary and auditing control of the City Council. See Sections 14.01, 14.02, 5.09, 5.10 and 5.11 of the Charter; See Articles V (§§5 and 9) of Part B of the Charter, Related Laws.

Based upon the foregoing, it is

ORDERED AND ADJUDGED:

- (a) this Court has jurisdiction over the parties and subject matter of this action;
- (b) the express provisions found within the four corners of the Plaintiffs' lease

¹ In 1969, the General Counsel issued an opinion regarding the problems that existed prior to, and lead to the creation of, the consolidated government. One problem prior to consolidation was the constant disputes between government agents and officers which often lead to litigation, with taxpayers paying the bill. See Legal Division Advisory Opinion No. 69-64 ("Single Government"). The consolidated government rectified the problem by creating a General Counsel and requiring that agencies, like the JPA, use the General Counsel's Office and be bound by its opinions.

agreements are unenforceable in so far as the JPA seeks to pass on a charge for ad valorem taxes since 1998;

- (c) DAS is entitled to a refund of \$112,844.99 from the JPA, for which let execution issue;
- (d) Sea Star is entitled to a refund of \$19,807.97 from the JPA, for which let execution issue;
- (e) this Court retains jurisdiction pursuant to §86.011 to provide such other and supplemental relief as may be proper and necessary, upon further notice and hearing thereon.

DONE AND ORDERED in chambers in Jacksonville, Duval County, Florida this

5th day of Sept. 2002.


Circuit Court Judge

Copies to:
William G. Cooper, Esq.
Michael J. Goldsberry, Esq.
Lamar Winegeart, Esq.

BOLD CITY TITLE AND ABSTRACT CO.

Complete Title Services
415 East Monroe Street
Jacksonville, Florida 32202
Telephone: 353-4545

May 2, 1985

Louis E. Black, Assistant Counsel
City of Jacksonville
Office of General Counsel
1300 City Hall
Jacksonville, Florida 32202

RE: Official Records Book 2999 page 676 Parcel 1/
Exception recorded in Official Records Book 3223
page 911
BCT#30841-A (Herlong Airport)

Dear Mr. Black:

We have searched the current public records of Duval County, Florida to April 17, 1985 at 5:00 PM on the above referenced property and find the following:

Last Grantee of Record on Fee Title: JACKSONVILLE PORT AUTHORITY

Taxes paid to 1984. (RE#9029-000-Jax Port Authority)
(RE#9029-0100-General Aviation, Inc.)

Subject to:

- I. Any unrecorded leases, if any.
- II. Lease to Herlong Aviation, Inc. dated August 21, 1968 and assignment of lease dated October 10, 1966.
 - a. Financing Statement as recorded in Official Records Book 4294 page 666.
 - b.
 - 1) Final Judgement as recorded in Official Records Book 4236 page 806 and rerecorded in Official Records Book 4236 page 1195.
 - 2) Final Judgement as recorded in Official Records Book 4339 page 247.
 - 3) Final Judgement as recorded in Official Records Book 4384 page 116 and rerecorded in Official Records Book 4385 page 772.
 - 4) Final Judgement as recorded in Official Records Book 4396 page 86.
 - 5) Final Judgement as recorded in Official Records Book 4396 page 87.
 - 6) Final Judgement as recorded in Official Records Book 4396 page 1064.
 - 7) Final Judgement as recorded in Official Records Book 4398 page 829 and rerecorded in Official Records Book 4399 page 238.
 - 8) State of Florida, Department of Revenue, Warrant recorded in Official Records Book 4435 page 1005.
 - 9) Final Judgement as recorded in Official Records Book 4625 page 511.
 - 10) Federal Tax Lien as recorded in Official Records Book 5038 page 625.
 - c. Bankruptcy on Herlong Aviation, Inc., dated June 6, 1977 in 77-654.

(Continued on page #2)

BOLD CITY TITLE AND ABSTRACT CO.*Complete Title Services*

415 East Monroe Street

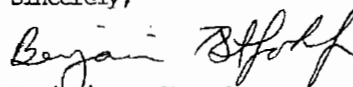
Jacksonville, Florida 32202

Telephone: 353-4545

- III. Mortgage as recorded in Official Records Book 3719 page 504
- IV. Deed of Release as recorded in Official Records Book 3139 page 178 and acknowledgement as recorded in Official Records Book 3178 page 604.
- V. Deed of Release as recorded in Official Records Book 3223 page 908.
- VI. Any interest of Clara Benson under Quit Claims Deed in Deeds Book 1659 page 138, and recorded in Official Records Book 167 page 266.
- VII. Grazing rights to Joe H. Mobley & Sons, Inc. on month-to-month basis.
- VIII. Grazing rights to Wrights Clay County Farms, Inc. on month-to-month basis.
- IX. Revocable permit to American Telephone & Telegraph Company, dated November 29, 1966.

If we could be of further assistance, please do not hesitate to call.

Sincerely,



Benjamin T. St. John, Jr.
Vice President

BTS:gr
Enclosures