

RESOLUTION 87-92

A RESOLUTION AUTHORIZING THE REFUNDING OF CERTAIN PRESENTLY OUTSTANDING ST. JOHNS COUNTY, FLORIDA, LIMITED AD VALOREM TAX BONDS, SERIES 1983, ; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$5,500,000 ST. JOHNS COUNTY, FLORIDA, LIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 1987, TO BE APPLIED TO REFUND THE PRINCIPAL AND INTEREST IN RESPECT TO SUCH PRESENTLY OUTSTANDING BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS SOLELY FROM THE LIMITED AD VALOREM TAX; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE NEGOTIATED SALE OF THE REFUNDING BONDS; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE NEGOTIATED SALE OF THE REFUNDING BONDS; AUTHORIZING THE PREPARATION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE NEGOTIATED SALE OF THE REFUNDING BONDS; AUTHORIZING THE DESIGNATION OF A PAYING AGENT AND A BOND REGISTRAR AND AN ESCROW TRUSTEE; PROVIDING FOR THE REDEMPTION OF THE REFUNDED BONDS; AND PROVIDING AN EFFECTIVE DATE.

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\$5,500,000
ST. JOHNS COUNTY, FLORIDA
LIMITED AD VALOREM TAX REFUNDING BONDS,
SERIES, 1987
Dated _____

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BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Sections 132.33 through 132.47, Florida Statutes, Section 125.01, Florida Statutes, Chapter 100, Florida Statutes, Section 12(b), Article VII, Florida Constitution, and other applicable provisions of law.

Section 2. DEFINITIONS. Unless the context otherwise requires, the terms defined in this Section shall have the meanings specified in this Section. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

(A) "ACT" shall mean Sections 132.33 through 132.47, Florida Statutes, Section 125.01, Florida Statutes, Chapter 100, Florida Statutes, Section 12(b), Article VII, Florida Constitution, and other applicable provisions of law.

(B) "AGREEMENT" shall mean that certain Escrow Deposit Agreement by and between the Issuer and a bank or trust company to be selected by the Issuer at or prior to the sale of the 1987 Bonds for the purpose of providing for

the payment of the Refunded Bonds, which Agreement shall be in substantially the form attached as Exhibit "A" and incorporated herein by reference.

(C) "BENEFICIAL OWNER" shall mean any person whose ownership interest of any Outstanding 1987 Bond is recorded through the records of the Depository Trust Company and whose ownership is reflected by written confirmation from the Depository Trust Company of the purchase providing details of the Bond acquired.

(D) "BOND REGISTRAR" shall mean the Clerk of the Circuit Court of St. Johns County or the bank, trust company or national banking association within or without the State of Florida designated as such by the Issuer, which shall perform such functions as Bond Registrar as required by this Resolution.

(E) "CHAIRMAN" shall mean the Chairman of the Board of County Commissioners of the County.

(F) "CLERK" shall mean the Clerk of the Circuit Court for St. Johns County, ex officio Clerk of the Board of County Commissioners of the County.

(G) "COUNTY" shall mean St. Johns County, a political subdivision of the State of Florida.

(H) "ESCROW TRUSTEE" shall mean a bank, trust company or national banking association as provided by

subsequent resolution adopted by the Issuer prior to the sale of the 1987 Bonds.

(I) "INSURER OF THE 1987 BONDS" shall mean that municipal bond insurance company as designated by subsequent resolution adopted by the Issuer prior to the sale of the 1987 Bonds.

(J) "ISSUER" shall mean St. Johns County, Florida, a political subdivision of the State of Florida whose governing body is the Board of County Commissioners of St. Johns County, Florida.

(K) "OUTSTANDING", when used in reference to Bonds, means as of a particular date, all Bonds authorized and issued by the Issuer except: (i) any Bonds canceled at or before such date; (ii) any Bonds for which provision for payment has been made pursuant to Section 23 of the Resolution authorizing the 1987 Bonds; and (iii) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to Sections 14 and 15.

(L) "OWNER" or any similar term shall mean any person who shall be the registered owner of any Outstanding 1987 Bond.

(M) "PAYING AGENT" shall mean the Clerk of the Circuit Court of St. Johns County or that bank, trust company or national banking association within or without

the State of Florida designated as such by the Issuer, which shall perform such functions as Paying Agent for the 1987 Bonds as required by this Resolution.

(N) "REFUNDED BONDS" shall mean the Issuer's Outstanding Limited Ad Valorem Tax Bonds, Series 1983, dated March 1, 1983.

(O) "1987 BONDS" shall mean the St. Johns County, Florida, Limited Ad Valorem Tax Refunding Bonds, Series 1987. "Bonds" shall mean the 1987 Bonds.

(P) "1982 RESOLUTION" shall mean Resolution 82-116 duly enacted by the Issuer on September 21, 1982, as amended and supplemented.

Section 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The Board of County Commissioners of St. Johns County, Florida (hereinafter referred to as "Issuer"), has heretofore determined in the 1982 Resolution that it was necessary to issue the Refunded Bonds for the purpose of financing the cost of the acquisition and construction of jail and criminal justice facilities (including lands therefor) within the County, together with other purposes necessary, appurtenant or incidental thereto, including all costs of issuance of the Refunded Bonds (hereinafter referred to as the "Project").

B. The issuance of such Refunded Bonds has been approved in an amount not to exceed \$8,000,000 at a referendum held on November 2, 1982, pursuant to and in compliance with the Constitution and laws of the State of Florida.

C. The Issuer deems it necessary, beneficial and in its best interest to provide for the refunding of the Refunded Bonds. Said refunding, herein described, will be advantageous to the Issuer by resulting in a lower net average interest cost rate and by effecting an overall reduction in debt service applicable to bonded indebtedness issued to finance the Project.

D. It is in the best interest of the Issuer to provide for the refunding of the said Outstanding Refunded Bonds in the manner herein set forth.

E. It is in the best interest of the Issuer to provide for the redemption of Outstanding Refunded Bonds at the earliest Call Date as hereinafter defined in the manner herein set forth.

F. The Issuer hereby finds and determines that the timing, size and complexity of the financing and the present volatility of the municipal bond market require that the terms of the sale of the Bonds be negotiated at private sale rather than offered by competitive bid at public sale in order to assure the most favorable terms in the bond

market and, therefore, has determined to sell such Bonds in the amount set forth in the title hereof (the "Bonds") at negotiated sale.

G. The Issuer will make such findings as are required by Chapter 132, Florida Statutes, by subsequent resolution prior to the issuance of the Bonds.

H. The Issuer desires to authorize the preparation of a preliminary official statement and an official statement in connection with the Bonds and to authorize the taking of all other necessary action in connection with the delivery of the Bonds.

Section 4. AUTHORIZATION OF REFUNDING. There is hereby authorized the refunding of the Outstanding Refunded Bonds.

Section 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the 1987 Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owners. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Owners of any and all Outstanding Bonds, all of which shall be of equal rank and without preference, priority or distinction of any

of the Bonds over any other thereof, except as expressly provided therein and herein.

Section 6. NEGOTIATED SALE OF BONDS AUTHORIZED.

The Issuer hereby finds, determines and declares that the timing and size of the issue and complexity of the financing plan for the Bonds, and current rapidly changing bond market conditions require that the Bond issue be negotiated rather than offered by competitive bid at public sale in order to assure the necessary flexibility to change the maturities, redemption features and interest rates necessary to obtain the most favorable terms in the bond market. The negotiated sale of the principal amount of Bonds stated in the title of this Resolution is hereby authorized pursuant to Section 218.385, Florida Statutes.

Section 7. APPROVAL OF A PRELIMINARY OFFICIAL STATEMENT FOR BONDS. Preparation of a preliminary official statement relating to the Bonds is hereby authorized and preparation and of an official statement is hereby authorized in connection with the Bonds. The Issuer shall not be responsible for payment of the costs of preparing or printing the preliminary official statement or the official statement.

Section 8. REDEMPTION OF THE OUTSTANDING ST. JOHNS COUNTY, FLORIDA, LIMITED AD VALOREM TAX BONDS, SERIES 1983.

A. The Issuer has heretofore issued \$5,000,000.00, St. Johns County, Florida, Limited Ad Valorem Tax Bonds, Series 1983, dated March 1, 1983, (the "Refunded Bonds").

B. The Refunded Bonds maturing on and after March 1, 1991 are upon the issuance of the Bonds, hereby irrevocably called for redemption, as a whole, prior to maturity on March 1, 1990, (the "Call Date"), at the principal amounts thereof, plus applicable premium together with accrued interest thereon to the Call Date.

D. The Notice of Redemption of the Refunded Bonds herein called shall be in substantially the following form:

NOTICE OF REDEMPTION
ST. JOHNS COUNTY, FLORIDA,
LIMITED AD VALOREM TAX BONDS, SERIES, 1983
Dated March 1, 1983

NOTICE IS HEREBY GIVEN, for and on behalf of the Board of County Commissioners of St. Johns County, Florida, (the "Issuer"), that the Outstanding Limited Ad Valorem Tax Bonds, Series 1983, dated March 1, 1983, which mature on March 1, in the years 1991 and thereafter, are at the option of the Issuer redeemable on March 1, 1990; and that all Outstanding Bonds for such Series maturing on March 1,

in the years 1991 and thereafter have been called for redemption and will be redeemed on March 1, 1990, in whole, at the principal amount thereof, plus applicable premium and together with accrued interest to the date of redemption.

Payment of the principal amount of, and premium on, such Bonds, plus accrued interest to the redemption date, will be made on or after such redemption date, upon the presentation of such Bonds, on or after such redemption date, at the office of Sun Bank/North Florida, National Association, Jacksonville, Florida. Interest maturing prior to said redemption date on such Bonds which are called for redemption will be paid in the usual manner. Interest on such Bonds which are called for redemption will cease to accrue from and after such redemption date.

DATED this _____ day of _____, 1987.

Escrow Trustee

E. The Escrow Trustee is, upon the issuance of the Bonds, hereby irrevocably instructed and directed not less than thirty (30) days or more than forty-five (45) days prior to the Call Date:

(1) To call for redemption of the outstanding principal amount of the Refunded Bonds maturing on March 1 in the years 1991 and thereafter, by publishing, one time,

at least thirty (30) days prior to the Call Date in the name of the Issuer the aforesaid Notice of Redemption in a financial journal of national circulation published in the Borough of Manhattan in the City and State of New York and to also publish such notice in a newspaper of general circulation published in St. Johns County, Florida.

(2) To mail copies of the aforesaid Notice of Redemption by registered mail to the bond registrar and paying agents for such Refunded Bonds to be redeemed and to each registered owner of a Refunded Bond to be redeemed at his or its address as shown on the registration books.

F. The paying agent of the Refunded Bonds is hereby authorized and directed (a) to pay, on or after the Call Date, the Refunded Bonds, which are called pursuant to this Section 8 hereof, and (b) to deliver to the Issuer for disposition all canceled Refunded Bonds.

Section 9. AUTHORIZATION OF 1987 BONDS. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Limited Ad Valorem Tax Refunding Bonds, Series 1987," herein defined as the "1987 Bonds," are authorized to be issued in the aggregate principal amount of not exceeding \$5,500,000.

Section 10. DESCRIPTION OF 1987 BONDS. The 1987 Bonds shall be numbered consecutively from one upward, preceded by the prefix R, in order of authentication; shall

be in the denomination of \$5,000 each or any integral multiple thereof; and shall be dated as provided by subsequent resolution adopted by the Issuer at or prior to the sale of the 1987 Bonds, shall bear interest, payable on September 1, 1987, and semi-annually on March 1 and September 1 of each year, such dates being "Interest Payment Dates," at such rate or rates not exceeding the maximum rate fixed by the Act or by other applicable law, and shall mature on March 1 in such years and amounts as shall be determined by resolution of the Issuer adopted at or prior to the sale thereof.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The Issuer shall deem and treat the Owner of the Bonds as the absolute owner thereof (whether or not such Bonds shall be overdue) for the purpose of receiving payment

of or on account of principal thereof and interest due thereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

The 1987 Bonds shall be issued in fully registered form, shall be payable with respect to both principal and interest in lawful money of the United States of America, at such bank or banks to be subsequently determined by the Issuer prior to the delivery of the Bonds, and shall bear interest from their date. Interest shall be paid by check on each Interest Payment Date to the registered Owner at his address as shown on the books of the Bond Registrar at the close of business on the 15th day of the month (whether or not such day is a business day) next preceding such Interest Payment Date (the "Record Date"), irrespective of any transfer of any such 1987 Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Issuer shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of defaulted interest as established by notice mailed by the Bond Registrar to the Owner of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name such Bond

is registered at the close of business on the fifth (5th) day preceding the date of mailing. All amounts due hereunder shall be payable in any coin or currency of the United States, which is, at the time of payment, legal tender for the payment of public or private debts. Principal shall be payable to the Owner upon presentation and surrender when due, of the 1987 Bonds at the principal office of the Bond Registrar.

The 1987 Bonds may be issued or exchanged for 1987 Bonds in coupon form, payable to bearer, in such form, with such attributes and upon such conditions as the Issuer at its option may provide by supplemental resolutions, upon receipt of an opinion from a nationally recognized bond counsel that such issuance or exchange will not cause interest on the 1987 Bonds to be includable in gross income of the holder for federal income tax purposes.

Section 11. BOOK ENTRY. The Issuer is authorized to enter into an agreement substantially in the form attached hereto as Exhibit "B" (the "Book Entry Agreement") with the Registrar and Paying Agent and with the Depository Trust Company ("DTC"), or any successor thereto, or other securities depository, and the Chairman is hereby authorized to execute and deliver the Book Entry Agreement with such changes, insertions and omissions and such filling of blanks therein, in the Book Entry Agreement as may be approved by

the Chairman, including the approval and attachment of Schedule A described in, and to be made a part of, the Book Entry Agreement, her execution thereof to be conclusive proof of her approval, and make such other provision and perform such further acts as are necessary or appropriate to provide for the distribution of the Bonds in book-entry form.

The Issuer shall issue Bonds directly to Beneficial Owners of Bonds other than DTC, or its nominee, in the event that:

(a) DTC determines not to continue to act as securities depository for the Bonds; or

(b) the Issuer has advised DTC of its determination that DTC is incapable of discharging its duties; or

(c) the Issuer determines that it is in the best interest of the County not to continue the book-entry system or that the interests of the Beneficial Owners of the Bonds might be adversely affected if the book-entry system is continued.

Upon occurrence of the events described in (a) or (b) above, the Issuer shall attempt to locate another qualified securities depository and shall notify Beneficial Owners of the Bonds through DTC if successful. If the Issuer fails to locate another qualified securities

depository to replace DTC, the Issuer shall authenticate and deliver replacement Bonds in certificate form.

In the event the Issuer makes the determination noted in (b) or (c) above (the Issuer undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any such determination) or if the Issuer fails to locate another qualified securities depository to replace DTC upon occurrence of the events described in (a) and (b) above, the Issuer shall mail a notice to DTC for distribution to the Beneficial Owners of the Bonds stating that DTC will no longer serve as securities depository, whether a new securities depository will or can be appointed, the procedures for obtaining such Bonds and the provisions of the Resolution which govern the Bonds including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payment and other related matters.

Notwithstanding anything in this Section to the contrary, the Issuer shall not be required to issue Bonds directly to Beneficial Owners of the Bonds or to a replacement securities depository until the Issuer has received the Outstanding Bonds for cancellation. The Issuer reserves the right to initially issue the Bonds directly to the Beneficial Owners of the Bonds if the Issuer determines

that use of the book-entry system would cause the interest on the Bonds to be included in gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

Section 12. RECORD DATE FOR DTC PURPOSES. The Record Date as provided in Section 10 of the Resolution shall also apply for the solicitation of consents from the Owners of Bonds and similar purposes as such solicitation of consents and similar purposes relate to DTC. The Issuer or Bond Registrar shall give DTC notice of such Record Date not less than 15 calendar days in advance of such Record Date to the extent possible.

Section 13. EXECUTION OF THE 1987 BONDS. The 1987 Bonds shall be executed in the name of the Issuer by the manual or facsimile signature of its Chairman and attested by the manual or facsimile signature of the Clerk, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of the Chairman and/or Clerk may be imprinted or reproduced on the 1987 Bonds. The Certificate of Authentication of the Bond Registrar shall appear on the 1987 Bonds, and no 1987 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such 1987 Bond. The authorized

signature for the Bond Registrar shall be either manual or facsimile; provided that at least one of the signatures for the Bond Registrar, Chairman and/or Clerk, appearing on the 1987 Bonds, shall at all times be a manual signature. In case any officer whose signature shall appear on any of the 1987 Bonds shall cease to be such officer before the delivery of such 1987 Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The 1987 Bonds may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 1987 Bonds shall hold the proper office with the Issuer, although at the date of such 1987 Bonds such person may not have held such office or may not have been so authorized.

Section 14. NEGOTIABILITY AND REGISTRATION.

A. NEGOTIABILITY. The 1987 Bonds shall be and shall have all of the qualities and incidents of negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida, and each successive Owner, in accepting any of such 1987 Bonds, shall be conclusively deemed to have agreed that such 1987 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities of the State of Florida.

B. REGISTRATION, EXCHANGE AND TRANSFER. There shall be a Bond Registrar for the 1987 Bonds. The Bond Registrar shall maintain the registration books of the Issuer for the 1987 Bonds and be responsible for the transfer and exchange of the 1987 Bonds.

The 1987 Bonds may be transferred upon the registration books, upon delivery to the Bond Registrar, together with written instructions as to the details for the transfer of such 1987 Bonds, along with the social security or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employer identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. No transfer of any 1987 Bond shall be effective until entered on the registration books maintained by the Bond Registrar.

Upon surrender for transfer or exchange of any 1987 Bond the Issuer shall execute and the Bond Registrar shall authenticate and deliver in the name of the Owner or the transferee or transferees, as the case may be, a new fully registered 1987 Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution. The Issuer or the Bond

Registrar may charge the registered Owner of such 1987 Bond for every such transfer or exchange, an amount sufficient to reimburse them for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange, and may require that such charge be paid before any such new 1987 Bond shall be delivered.

All 1987 Bonds delivered upon transfer or exchange shall bear interest from such a date so that neither gain nor loss in interest shall result from the transfer or exchange. New 1987 Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the 1987 Bonds surrendered, shall be secured by this Resolution and shall be entitled to all of the security and the benefits hereof to the same extent as the 1987 Bonds surrendered.

All 1987 Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer and the Bond Registrar duly executed by the registered Owner or by his duly authorized attorney.

Section 15. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any 1987 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion

cause to be executed and the Bond Registrar shall authenticate and deliver, a new 1987 Bond of like date and tenor as the 1987 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 1987 Bond upon surrender and cancellation of such mutilated 1987 Bond or in lieu of and substitution for the 1987 Bond destroyed, stolen or lost, and upon the Owner furnishing the Issuer and the Bond Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer and the Bond Registrar may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All 1987 Bonds so surrendered shall be canceled by the Issuer. If any of the 1987 Bonds shall have matured or be about to mature, instead of issuing a substitute 1987 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such 1987 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate 1987 Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed 1987 Bonds be at any time found by anyone, and such duplicate 1987 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the

funds, as hereinafter pledged, to the same extent as all other 1987 Bonds issued hereunder.

Section 16. REDEMPTION PROVISIONS. The 1987 Bonds shall be subject to mandatory redemption or redemption at the option of the Issuer, upon such terms and conditions as are fixed by subsequent resolution adopted at or prior to the sale of the 1987 Bonds. In the event a Bond is of a denomination larger than \$5,000, a portion of such may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

Notice of redemption of the 1987 Bonds to be redeemed shall be given not more than forty-five (45) days and not less than thirty days prior to the redemption date by first class mail (postage prepaid) to banks or trust companies serving as Paying Agents and to registered Owners of the 1987 Bonds to be redeemed at their addresses as they appear on the registration books herein before provided for, but failure to mail such notice to one or more Owners of the 1987 Bonds shall not affect the validity of the proceedings for such redemption with respect to Owners of 1987 Bonds to which notice was duly mailed hereunder. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the 1987 Bonds of one maturity are to be called, the distinctive numbers of such 1987 Bonds to be redeemed and in the case of

1987 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Upon surrender of any 1987 Bond for redemption in part only the Bond Registrar shall authenticate and deliver to the Owner thereof, the cost of which shall be paid by the Issuer, a new 1987 Bond of an authorized denomination equal to the unredeemed portion of the 1987 Bond surrendered. Upon giving of such notice and the deposit with the Bond Registrar of sufficient funds to pay the principal of the 1987 Bonds to be redeemed, plus interest accrued to the redemption date, plus any applicable redemption premium, or provision having been made for such payment in the manner provided in Section 23 hereof, interest on the 1987 Bonds so redeemed shall cease to accrue after the date fixed for redemption.

Section 17. FORM OF 1987 BONDS. The text of the 1987 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized and permitted by this Resolution or by any subsequent resolution adopted prior to the issuance thereof or as may be approved by the Chairman, the delivery of the Bonds to the original purchasers thereof to be conclusive proof of her approval:

(Form of 1987 Bonds)

R No.

\$ _____

UNITED STATES OF AMERICA
ST. JOHNS COUNTY, FLORIDA
LIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 1987

Rate of Interest Maturity Date Dated Date CUSIP

Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that St. Johns County, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay solely from the funds hereinafter described, to the order of the Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount shown above, and to pay solely from such funds interest on said sum from the Dated Date of this Bond or from the most recent Interest Payment Date to which interest has been paid, at the Rate of Interest per annum set forth above until maturity (whether at fixed maturity or upon date fixed for redemption), such interest being payable on September 1, 1987, and semi-annually on each March 1 and September 1 and thereafter (the "Interest Payment Dates"). The principal of, and premium, if any, on

this Bond are payable upon presentation and surrender hereof on the date fixed for maturity or redemption at the principal corporate trust office of _____, (the "Bond Registrar") in _____, Florida, or at the office designated for such payment of any successor thereof. The interest on this Bond, when due and payable, shall be paid by check to the Owner, at his address as it appears on the Bond Register, at the close of business on the 15th day of the month (whether or not a business day) next preceding the Interest Payment Date (the "Record Date"), irrespective of any transfer of this Bond subsequent to such Record Date and prior to such Interest Payment Date, unless the Issuer shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of defaulted interest as established by notice mailed by the Bond Registrar to the Owner of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name such Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. All amounts due hereunder shall be payable in any coin or currency of the United States, which is, at the time of

payment, legal tender for the payment of public or private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$5,500,000, of like date, tenor and effect, except as to number, interest rate, and date of maturity, issued to finance the cost of refunding the Issuer's outstanding Limited Ad Valorem Tax Bonds, Series 1983, dated as of March 1, 1983, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Sections 132.33 through 132.47, Florida Statutes, Section 125.01, Florida Statutes, Chapter 100, Florida Statutes, Section 12(b), Article VII, Florida Constitution and other applicable provisions of law (hereinafter collectively referred to as the "Act"), and Resolution No. _____ duly adopted by the Issuer on the ____ day of ____, 1987, (as supplemented and amended, referred to herein as the "Resolution"), and is subject to all the terms and conditions of such Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Bond, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto, that the total

indebtedness of the Issuer, including the issue of Bonds of which this Bond is one, does not exceed any constitutional, statutory or charter limitation.

This Bond with the interest thereon is payable solely from ad valorem taxes not to exceed one (1) mill levied upon all taxable real property valued at just value in the County.

(INSERT REDEMPTION PROVISIONS)

Bonds in denominations greater than \$5,000 shall be deemed to be an equivalent number of Bonds of the denomination of \$5,000. In the event a Bond is of a denomination larger than \$5,000, a portion of such may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Bond Registrar (who shall be the Paying Agent for the Bonds, or such other person, firm or corporation as may from time to time be designated by the Issuer as the Bond Registrar for the Bonds) by mailing a copy of the redemption notice by first-class mail (postage prepaid) not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Failure to give such notice by mailing to any Owner of Bonds, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

(To be inserted where appropriate on face of bond:
"Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof, and such further provisions shall for all purposes have the same effect as if set forth on this side.")

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida.

The Bonds are issued in the form of fully registered bonds without coupons in denomination of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Resolution, Bonds may be exchanged for a like aggregate

principal amount of Bonds of the same maturity of other authorized denominations. This Bond is transferable by the Owner hereof in person or by his attorney duly authorized in writing, at the above-mentioned office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. Bonds may be transferred upon the registration books upon delivery to the Bond Registrar of the Bonds, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employer identification numbers of the settlor and beneficiaries of the trust, the federal employer identification number and date of the trust and the name of the trustee. In all cases of the transfer of a Bond, the

Bond Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same Maturity Date and Rate of Interest for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The Issuer or the Bond Registrar may charge the Owner of such Bond for every such transfer or exchange of a Bond an amount sufficient to reimburse them for any tax, fee, or other governmental charge and may require that such charge be paid before any such new Bond shall be delivered.

The Issuer shall deem and treat the Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, St. Johns County, Florida, has issued this Bond and has caused the same to be signed by the

Chairman of its Board of County Commissioners, and attested by the Clerk of the Circuit Court, ex officio Clerk of the Board, either manually or with their facsimile signatures, and the corporate seal of the County or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, as of the _____ day of _____, 19_____.

ST. JOHNS COUNTY, FLORIDA,

(SEAL)

By: _____
Chairman, Board of County
Commissioners, St. Johns
County, Florida

Attested:

By: _____
Clerk of the Circuit Court
for St. Johns County, ex
officio Clerk of the Board
of County Commissioners, St.
Johns County, Florida

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Bond is one of the Issue of the within described Bonds. The Rate of Interest, Maturity Date, Owner and Principal Amount shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Owner, in the Bond Register maintained at the principal offices of the undersigned. Printed on the reverse hereof is the complete text of the opinion of Meredith, Dobson, & Ready, P.A., St. Augustine, Florida, Bond Counsel, a signed copy of which is on file with the undersigned, which was dated the date of initial delivery of, and payment for, the within described Bonds.

By:
Authorized Signature

Date of Authentication:

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIF MIN ACT - _____ (Cust.)
TEN ENT - as tenants by the entireties	Custodian for _____ (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common.	Under Uniform Gifts to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____

hereby sells, assigns, and transfers unto _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____
Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the assignee hereof, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the assignee hereof is supplied.

Section 18. PLEDGE OF AD VALOREM TAXES. The payment of principal of and interest on the Bonds shall be secured forthwith equally and ratably by an irrevocable lien on ad valorem taxes, not to exceed one (1) mill, levied upon all taxable real property valued at just value in the County.

Section 19. PLEDGE OF LIMITED TAXING POWER. For the prompt payment of the principal of and interest on the Bonds, the limited taxing power of the County is irrevocably pledged up to an amount not exceeding one (1) mill in each year on all taxable real property valued at just value within the County.

Section 20. LEVY OF AD VALOREM TAX. There is hereby created a Sinking Fund to be held and administered by the Issuer solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds as the same becomes due. A separate account to be known as the "Accrued Interest Account" (herein called "Interest Account") is hereby created and established in the Sinking Fund. In each year while any of such Bonds are Outstanding there shall be levied and collected a tax, not to exceed one (1) mill, on all taxable real property valued at just value within the County, sufficient in amount to pay the principal of, premium, if any, and interest on such Bonds as the same shall become due. Such tax shall be assessed, levied and

collected in the same manner and at the same time as other County taxes are assessed, levied and collected.

Section 21. APPLICATION 1987 BOND PROCEEDS. The 1987 Bond proceeds, including accrued interest and all moneys received from the sale of the 1987 Bonds shall be applied by the Issuer simultaneously with the delivery of such 1987 Bonds to the purchaser thereof as follows:

A. An amount representing the accrued interest on the Bonds to the date of delivery thereof shall be deposited in the Interest Account in the Sinking Fund.

Such account shall be kept separate and apart from all other funds and accounts of the Issuer, and the moneys on deposit therein, until used and applied by the Issuer to pay interest due on the Bonds shall be invested as authorized by the laws of the State of Florida. All income, earnings and profits derived from such investments shall be retained in the Interest Account until September 1, 1987, and thereafter shall be withdrawn and deposited in the Sinking Fund.

B. The Issuer shall next deposit with the Escrow Trustee a sum specified in the Agreement which together with such non-Bond proceeds amounts, if any, deposited by the Issuer with the Escrow Trustee, and together with earnings thereon will be sufficient to pay, as of any date of calculation, the principal of, applicable redemption premium

and interest on the Refunded Bonds as the same shall become due, whether at maturity or redemption as provided by this Resolution and to pay the expenses specified in the Agreement. At the time of execution of the Agreement, the Issuer shall furnish to the Escrow Trustee appropriate documentation to demonstrate that the sums being deposited and the investments to be made pursuant to the Agreement will be sufficient for such purposes.

C. The Issuer shall next pay all costs and expenses associated with the issuance of the Bonds.

D. The balance of the moneys, if any, remaining after making all deposits and payments provided for in paragraphs A, B, and C above, shall be deposited by the Issuer into the Sinking Fund for the purposes therefor authorized.

Section 22. ARBITRAGE. The Issuer covenants with the Owners of the 1987 Bonds that no use will be made of the proceeds of the 1987 Bonds including, without limitation, any amounts treated as proceeds thereof or as transferred proceeds attributable to the Refunded Bonds, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations issued thereunder.

The Issuer at all times while the 1987 Bonds and the interest thereon are Outstanding will comply with the

requirements of Section 148(a) of the Internal Revenue Code of 1986, as amended, and any applicable rules and regulations promulgated thereunder by the United States Treasury Department.

Section 23. DEFEASANCE. If at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest, and premium, if any, with respect to the 1987 Bonds, then, and in that event, the pledge of and lien on the funds pledged in favor of the Owners of the 1987 Bonds shall no longer be in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by the United States of America ("Federal Securities") or bank certificates of deposit fully secured as to principal and interest by Federal Securities or securities evidencing ownership of future principal and interest payments on United States Treasury notes or bonds (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance), which cash, obligations and securities shall be held in custody solely on behalf of the Owners of the 1987 Bonds by a bank or trust company (the "Securities") in respect to which such Securities, and the principal and interest to be received

thereon will be sufficient to make timely payment of the principal, interest and redemption premiums, if any, on the 1987 Bonds shall be considered "provision for payment." Nothing herein shall be deemed to require the Issuer to call any of the 1987 Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Section 24. MODIFICATION OR AMENDMENT.

Subsequent to the initial issuance and sale of the 1987 Bonds, no material modification or amendment of this Resolution or of any resolution amendatory hereof or supplemental thereto, that adversely affects the interest of the Outstanding Bondholders, may be made without the consent in writing of the Insurer of the Bonds; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation or affect the promise of the Issuer to pay the principal of and interest on the Bonds as the same shall become due from the proceeds of the limited ad valorem taxes.

Any insurer of the Bonds shall be deemed for the following purposes to be the Owner of the Bonds insured by it:

(i) at all times for the purpose of giving any approval or consent to the authorization, execution and delivery of an amendatory or supplemental resolution hereunder or any amendment, change or modification of other documents which under this Resolution requires the written approval or consent of the Insurer of the Bonds, and

(ii) following an event of default for all purposes.

Section 25. ESCROW DEPOSIT AGREEMENT. The Escrow Deposit Agreement is hereby approved in substantially the form attached hereto as Exhibit "A" and the Chairman and Clerk are hereby authorized to select the Escrow Trustee, which shall be a banking institution or a trust company, and to execute and deliver the Escrow Deposit Agreement with such changes, insertions and omissions as may be approved by such officers, including the approval and attachment of the Exhibits A and B described in, and to be made a part of, the Escrow Deposit Agreement such execution to be conclusive evidence of their approval.

Section 26. SALE OF BONDS. The 1987 bonds shall be issued and sold by negotiation and at such price or prices consistent with the Act, all at one time or in installments from time to time, as shall be hereafter determined by a subsequent resolution of the Issuer adopted

prior to the delivery of the 1987 Bonds to the respective original purchasers thereof.

Section 27. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the 1987 Bonds issued hereunder.

Section 28. TABLE OF CONTENTS AND HEADINGS NOT PART HEREOF. The Table of Contents preceding the body of this Instrument and the headings preceding the several articles and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Instrument or affect its meaning, construction or effect.

Section 29. GENERAL AUTHORITY. The members of the Issuer and the Issuer's officers, attorneys, or other agents or employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full punctual and complete performance of all of the terms, covenants, and agreements contained in the Bonds and this

Resolution, and they are hereby authorized to execute and deliver all documents which are required by Bond Counsel or the initial purchaser of the Bonds, to effectuate the sale of the Bonds to said initial purchaser.

Section 30. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the Issuer in his individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Bonds, or any certificate or other instrument to be executed in connection with the issuance of the Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 31. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided herein or in the Bonds, nothing in this Resolution, or in the Bonds, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the Issuer and the Owners from time to time of the

Bonds any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners from time to time of the Bonds.

Section 32. COMPLIANCE WITH CHAPTER 218, PART III, FLORIDA STATUTES. The Issuer hereby approves and authorizes Bond Counsel to complete and file with the Division of Bond Finance, Department of General Services of the State of Florida, any advance notice of the impending sale of the Bonds, and to perform any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes, as amended.

Section 33. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 12th day of May, 1987.

ST. JOHNS COUNTY, FLORIDA

By: Phyllis J. Lydon
Chairman of the Board of County
Commissioners of St. Johns
County, Florida

ATTEST: Paul "Bud" Mandel
Clerk of the Circuit Court for
St. Johns County, ex officio Clerk
of the Board of County Commissioners,
St. Johns County, Florida

ESCROW DEPOSIT AGREEMENT

In consideration of the facts hereinafter recited and of the mutual covenants and agreements herein contained, ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the "Issuer"), and _____ organized and existing under the laws of the United States of America, as Escrow Trustee (the "Escrow Trustee"), do hereby agree as follows:

Section 1. Definitions. As used herein, the following terms mean:

(a) "Aggregate Debt Service" means, as of any date, the sum of all present and future annual debt service payments, including redemption premiums, then remaining unpaid with respect to the Refunded Bonds.

(b) "Agreement" means this Escrow Deposit Agreement.

(c) "Bonds" or "1987 Bonds" or "Tax Refunding Bonds" means the St. Johns County, Florida, Limited Ad Valorem Tax Refunding Bonds, Series 1987, of the Issuer authorized by the Resolution, as herein defined.

EXHIBIT "A"

(d) "Escrow Account" means the account established and held by the Escrow Trustee pursuant to this Agreement, in which cash and investments will be held for payment of the Refunded Bonds, as herein defined.

(e) "Escrow Requirement" means, as of any date of calculation, the sum of an amount in cash and principal amount of Federal Securities in the Escrow Account which, together with the interest due on the Federal Securities, will be sufficient to pay, as the installments become due, the Aggregate Debt Service and to pay when due all expenses and fees of the Escrow Trustee and the Registrar and Paying Agent for the Refunded Bonds then unpaid and yet to become due.

(f) "Escrow Trustee" means _____
_____ organized and existing under the laws of the United States of America, having its principal office in _____, Florida.

(g) "Federal Securities" means direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), the United States of America and obligations the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

(h) "Holder of Refunded Bonds" shall mean the bearer or owner of any Refunded Bond or Refunded Bonds, registered as to principal only or as to both principal and interest, registered to bearer or not registered, and the holder of any coupon appertaining to any Refunded Bond.

(i) "Insurer of the 1987 Bonds" shall mean:

(j) "Issuer" means St. Johns County, Florida, a political subdivision of the State of Florida.

(k) "Owner" shall mean Holder of Refunded Bonds.

(l) "Paying Agent" shall mean that bank, trust company or national banking association within or without the State of Florida designated as such by the Issuer, which shall perform such functions as Paying Agent for the Refunded Bonds.

(m) "Refunded Bonds" shall mean the Issuer's outstanding Limited Ad Valorem Tax Bonds, Series 1983, dated as of March 1, 1983 .

(n) "Resolution" means Resolution No. 87-__ duly adopted by the governing body of the Issuer on May 12, 1987, as amended and supplemented from time to time, authorizing the Bonds and this Agreement.

(o) "1982 RESOLUTION" shall mean Resolution 82-116 duly enacted by the Issuer on September 21, 1982, as amended and supplemented.

Section 2. Recitals.

(a) On May 12, 1987 the Issuer adopted the Resolution for the purpose of authorizing the issuance of the Bonds for the purpose of refunding the Refunded Bonds.

(b) The Bonds will be payable solely from and secured by a lien upon a pledge by the Issuer. Reference is made to the Resolution for a more complete description of the covenants, lien and pledge securing payment of the Bonds.

(c) The principal of and interest on the Bonds will be payable solely from and secured by a prior lien upon ad valorem taxes, not to exceed one (1) mill, levied upon all taxable real property valued at just value in St. Johns County, in the manner provided in the Resolution.

(d) The Resolution authorized the Issuer to enter into this Agreement for the purposes expressed therein and herein, and all acts and things have been done and performed to make this Agreement valid and binding for the security of the Refunded Bonds.

(e) An Agreement between the Issuer and the Escrow Trustee which provides for the Escrow Trustee's fees and manner of payment thereof is attached hereto as Schedule A to the Escrow Deposit Agreement and is incorporated herein.

(f) The Escrow Trustee has the powers and authority of a trust company under the laws of the State of

Florida and, accordingly, the power to execute the trust hereby created. The execution and delivery of this Escrow Deposit Agreement have been duly authorized by the Escrow Trustee.

Section 3. Deposit of Funds. The Issuer hereby deposits \$_____ with the Escrow Trustee in immediately available funds, to be held in irrevocable escrow in the Escrow Account. Such funds shall be applied solely as provided in this Agreement. The Issuer represents that:

(a) such funds are derived from the net proceeds of the Tax Refunding Bonds and other legally available funds of the Issuer.

(b) such funds, when applied pursuant to Section 4 below, will at least equal the Escrow Requirement as of the date hereof.

Section 4. Use and Investment of Funds. The Escrow Trustee acknowledges receipt of the sum described in Section 3 and agrees:

(a) to hold the funds in irrevocable escrow during the term of this Agreement,

(b) to retain the sum of \$_____ in cash in such Escrow Account,

(c) as to the Escrow Account to immediately invest \$_____ of such funds by the purchase of the Federal Securities set forth on Schedule B attached hereto,

(d) to deposit in the Escrow Account, as received, the receipts of maturing principal of and interest on the Federal Securities in such Escrow Account.

Section 5. Payment of Refunded Bonds.

(a) On each Interest Payment Date for the Refunded Bonds, the Escrow Trustee shall pay to the Paying Agent solely from the cash on hand in the Escrow Account, a sum sufficient to pay that portion of the interest for the Refunded Bonds coming due on such date, as shown on Schedule C.

(b) The Escrow Trustee shall pay to the Paying Agent and the Paying Agent shall pay to the Owners of such Refunded Bonds, upon delivery of such Refunded Bonds to the Escrow Trustee, the principal and interest on such Refunded Bonds maturing on or prior to March 1, 1990, as such principal and interest comes due and shall pay to the Paying Agent and the Paying Agent upon delivery of such Refunded Bonds to the Escrow Trustee shall pay to the Owners of the Refunded Bonds maturing March 1, 1991, and thereafter and called for at Redemption the principal amount thereof, plus premium together with accrued interest thereon to the Call Date. Interest on such Refunded Bonds which are called for

redemption will cease to accrue from and after such redemption date.

(c) The Escrow Trustee shall pay to the Issuer the balance, if any, remaining in the Escrow Account after payment of principal, plus premium together with accrued interest to the Owners of the Refunded Bonds and after such redemption date; provided, however, that any moneys which shall remain on deposit in such Escrow Account on March 1, 1991, shall be promptly paid to the Issuer by the Escrow Trustee and the Owners of the Refunded Bonds shall, after such date, look solely to the Issuer for the payment of any principal of and any premium and interest on all remaining Refunded Bonds, which shall not have been delivered to the Escrow Trustee for redemption.

Section 6. Reinvestment.

(a) Except as provided in Section 4 hereof, and in this Section, the Escrow Trustee shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Trustee shall sell, transfer, otherwise dispose of or request the redemption of any of the Federal Securities acquired

hereunder and shall either apply the proceeds thereof to the full discharge and satisfaction of the Refunded Bonds or substitute other Federal Securities for such Federal Securities. The Issuer will not request the Escrow Trustee to exercise any of the powers described in the preceding sentence in any manner which would cause any Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder. The transactions may be effected only if (i) an independent certified public accountant shall certify to the Escrow Trustee and any Insurer of the 1987 Bonds that the cash and principal amount of Federal Securities remaining on hand after the transactions are completed, together with the interest due thereon, will be not less than the Escrow Requirement, and (ii) the Escrow Trustee and any Insurer of the 1987 Bonds shall receive an unqualified opinion from a nationally recognized bond counsel or tax counsel to the effect that the transactions will not cause such Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder in effect on the date of the transactions and applicable to obligations issued on such date.

Section 7. Redemption of Refunded Bonds.

The Escrow Trustee acknowledges receipt of the 1982 resolution.

Section 8. Indemnity. To the full extent permitted by Florida law, the Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Trustee and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Escrow Trustee at any time (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument), and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account, established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Trustee in accordance with the provisions of this Agreement; provided,

however, that the Issuer shall not be required to indemnify the Escrow Trustee against its own negligence or willful misconduct or theft or embezzlement. In no event shall the Issuer or Escrow Trustee be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement.

Section 9. Responsibilities of Escrow Trustee.

The Escrow Trustee and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Accounts, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof or any payment, transfer or other application of money or securities by the Escrow Trustee in any non-negligent act, non-negligent omission or non-negligent error of the Escrow Trustee made in good faith in the conduct of its duties. The Escrow Trustee shall, however, be liable to the Issuer for any misrepresentations by it contained herein and for its negligent or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Trustee

shall be determined by the express provisions of this Agreement. The Escrow Trustee may consult with counsel, who may or may not be counsel to the Issuer, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

Section 10. Notice to any Insurer of the 1987 Bonds. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Deposit Agreement shall be in writing and a copy thereof sent by registered or certified mail to any Insurer of the 1987 Bonds.

Section 11. Resignation of Escrow Trustee. The Escrow Trustee may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer and published once each week for four (4) consecutive weeks in a newspaper of general circulation published in the territorial limits of the Issuer,

and in a daily newspaper of general circulation or a financial journal published in the Borough of Manhattan, City and State of New York, not less than sixty (60) days before such resignation shall take effect. Such resignation shall take effect immediately upon the appointment of a new Escrow Trustee hereunder, if such new Escrow Trustee shall be appointed before the time limited by such notice and shall then accept the duties and obligations thereof.

Section 12. Removal of Escrow Trustee.

(a) The Escrow Trustee may be removed at any time by an instrument or concurrent instruments in writing, executed by the Owners of not less than fifty-one per centum (51%) in aggregate principal amount of the Refunded Bonds then Outstanding, such instruments to be filed with the Issuer, and notice in writing given by such Owners to the underwriter of the Refunded Bonds and published once each week for four (4) consecutive weeks in a newspaper of general circulation published in the territorial limits of the Issuer, and in a daily newspaper of general circulation or a financial journal published in the Borough of Manhattan, City and State of New York, not less than sixty (60) days before such removal is to take effect as stated in such instrument or instruments. A photographic copy of any instrument filed with the Issuer

under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Trustee.

(b) The Escrow Trustee may also be removed at any time for insolvency of the Escrow Trustee or for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Trustee, by any court of competent jurisdiction upon the application of the Issuer or of the Owners of not less than five per centum (5%) in aggregate principal amount of the Refunded Bonds then Outstanding.

(c) The Escrow Trustee may be removed at any time, at the request of any Insurer of the 1987 Bonds, for any breach of the trust set forth herein.

Section 13. Successor Escrow Trustee.

(a) If at any time hereafter the Escrow Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Trustee shall thereupon become vacant. If the position of Escrow Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Trustee to fill such vacancy. Every successor Escrow Trustee appointed pursuant to this Section

shall be a trust company or bank in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$75,000,000. The Issuer shall publish notice of any such appointment once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper of general circulation or a financial journal published in the Borough of Manhattan, City and State of New York, and, before the second publication of such notice, shall mail a copy thereof to the underwriter of the Refunded Bonds.

(b) At any time within one year after such vacancy shall have occurred, the Holders of a majority in principal amount of each issue of Refunded Bonds then Outstanding, by an instrument or concurrent instruments in writing, executed by all such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Trustee, which shall supersede any Escrow Trustee theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Trustee and to the Escrow Trustee so appointed by the bondholders.

(c) If no appointment of a successor Escrow Trustee shall be made pursuant to the foregoing provisions of this Section, the Holder of any Refunded Bonds then Outstanding, or any retiring Escrow Trustee may apply to any court of competent jurisdiction to appoint a successor Escrow Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Trustee.

Section 14. Duties of Escrow Trustee after Removal or Resignation. Notwithstanding any provision contained in Sections 11, 12 or 13 to the contrary, the duties of the Escrow Trustee shall not diminish nor terminate until all escrowed funds, revenues and securities have been accounted for and have been transferred to and received by the successor Escrow Trustee.

Section 15. Notice of Refunding. The Escrow Trustee shall cause to be published, filed and mailed a notice of the redemption of the Refunded Bonds in the manner required by Section 8 of the Resolution authorizing the issuance of such Refunded Bonds.

Section 16. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, and all

amounts and surrendered Refunded Bonds held by the Escrow Trustee hereunder have been accounted for and applied or delivered in accordance herewith.

Section 17. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein contained shall be null and void and shall be severed from the remaining covenants and agreements and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 18. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

Section 19. Governing Law. This Agreement shall be construed under the laws of the State of Florida.

Section 20. Security for Accounts and Funds. All accounts and funds maintained or held pursuant to this Agreement shall be continuously secured by the Escrow Trustee in the same manner as other deposits of public funds are required to be secured by the laws of Florida.

SECTION 21. Annual Accounting. On or before

April 1, of 1988 and each year thereafter, the Escrow Trustee shall account to the Issuer for all funds, including Federal Securities, received and expended by it in connection with the Escrow Account and shall deliver to the Issuer all surrendered Refunded Bonds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their official seals to be hereunto affixed and attested as of this ____ day of _____, 1987.

ST JOHNS COUNTY, FLORIDA

(SEAL)

By: _____
Chairman of the Board of County
Commissioners, St. Johns
County, Florida

ATTEST:

Clerk of the Circuit Court for
St. Johns County, ex officio Clerk
of the Board of County Commissioners,
St. Johns County, Florida

By: _____
Escrow Trustee

ST. JOHNS COUNTY, FLORIDA
ISSUER

REGISTRAR AND PAYING AGENT

(Date)

The Depository Trust Company
7 Hanover Square
New York, NY 10004

Attention: General Counsel's Office

Re: \$ _____, St. Johns County,
Florida, Limited Ad Valorem Tax
Refunding Bonds, Series 1987

Gentlemen:

The purpose of this letter is to set out certain matters relating to the issuance by St. Johns County, Florida (the "Issuer"), of \$ _____ in aggregate principal amount of its Limited Ad Valorem Tax Refunding Bonds, Series 1987 (the "Bonds"). _____ (the "Registrar and Paying Agent") is acting as Registrar and Paying Agent with respect to the Bonds. The Bonds will be issued pursuant to Resolution 87-____ of the Issuer, as amended and supplemented (the "Resolution"). Pursuant to a Bond Purchase Agreement dated _____, 1987 (the "Bond Purchase Agreement") by and among the Issuer and William R. Hough and Company (the "Underwriter"), the Underwriter has agreed to purchase, and the Issuer has agreed to issue, the Bonds, and the Underwriter will distribute beneficial interests in the Bonds through The Depository Trust Company ("DTC").

To induce DTC to accept the Bonds as eligible for deposit at DTC and act in accordance with its Rules with respect to the Bonds, the Issuer and the Registrar and Paying Agent make the following representations to DTC:

EXHIBIT "B"

1. Subsequent to Closing on the Bonds on _____, 1987, there shall be deposited with DTC one Bond certificate in registered form registered in the name of DTC's nominee, CEDE & CO., for each stated maturity of the Bonds in the face amounts set forth on Schedule A hereto, the total of which represents one hundred percent (100%) of the principal amount of such Bonds.

2. The Documents provide for the solicitation of consents from holders of the Bonds under certain circumstances. The Issuer or Registrar and Paying Agent shall establish a record date for such purposes and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

3. In the event of a redemption or other early withdrawal resulting in retirement of all Bonds outstanding or a reduction in aggregate principal amount of Bonds outstanding ("full or partial redemption") or an advance refunding of all or part of the Bonds outstanding, the Registrar and Paying Agent or Issuer shall give DTC notice of such event not less than thirty (30) days nor more than forty-five (45) days prior to the redemption date or, in the case of an advance refunding, the date the proceeds are deposited in escrow.

4. In the event of a partial redemption or an advance refunding of part of the Bonds outstanding, the Issuer or Registrar and Paying Agent shall send DTC a notice specifying: 1) the amount of the redemption or refunding; 2) in the case of a refunding, the maturity date(s) established under the refunding; and 3) the date such notice is to be mailed to Bondholders or published ("Publication Date"). Such notice shall be sent to DTC by a secure means (e.g., legible facsimile transmission, registered or certified mail, overnight express delivery) in a timely manner designed to assure that such notice is in DTC's possession no later than the close of business on the business day before the Publication Date. (The Issuer or Registrar and Paying Agent sending such notice shall have a method to verify subsequently the use of such means and timeliness of the notice.) In the event of a partial redemption, the Publication Date shall not be less than thirty (30) days nor more than forty-five (45) days prior to the redemption date.

5. In the event of an invitation to tender the Bonds, notice to Bondholders by the Registrar and Paying Agent or Issuer specifying the terms of the tender and the date such notice is to be mailed to Bondholders or published ("Publication Date") shall be sent to DTC by a secure means (e.g., legible facsimile transmission, registered or certified mail, overnight express delivery) in a timely manner designed to assure that such notice is in DTC's possession no later than the close of business on the business day before the Publication Date. (The Issuer or Registrar and Paying Agent sending such notice shall have a method to verify subsequently the use of such means and timeliness of the notice.)

6. All notices and payments addressed to DTC shall contain the CUSIP number of the Bonds.

7. Notices to DTC by facsimile transmission shall be sent to (516) 227-4039 or (516) 227-4190. Notices to DTC by any other means shall be sent to:

Muni Reorganization Manager
Reorganization Department
The Depository Trust Company
711 Stewart Avenue
Garden City, NY 11530

8. Interest payments shall be received by CEDE & CO., as nominee of DTC, or its registered assigns in next-day funds on each payment date (or the equivalent in accordance with existing arrangements between the Issuer or Registrar and Paying Agent and DTC). Such payments shall be made payable to the order of "CEDE & CO." Absent any other existing arrangements, such payments shall be addressed as follows:

Manager, Cash Receipts, Dividends
The Depository Trust Company
7 Hanover Square, 22nd Floor
New York, NY 10004

9. Payments of principal shall be received by CEDE & CO., as nominee of DTC, or its registered assigns in next day funds on each payment date. Principal payments

shall be made payable to the order of "CEDE & CO.," and shall be addressed as follows:

Muni Vault Supervisor
Vault Department
The Depository Trust Company
55 Water Street - 2nd Sub Level
New York, NY 10041

Principal payments due at the maturity of a Bond shall be made after receipt of a Bond by the Issuer or Registrar or Paying Agent.

10. DTC may direct the Registrar and Paying Agent or Issuer to use any other telephone number for facsimile transmission, address or department of DTC as the number, address, or department to which payments of interest or principal or notices may be sent.

11. In the event of a redemption, acceleration, or any other early withdrawal (e.g., tenders made and accepted in response to the invitation of the Issuer or Registrar and Paying Agent) necessitating a reduction in aggregate principal amount of Bonds outstanding or an advance refunding of part of the Bonds outstanding, DTC, in its discretion, (a) may request the Registrar and Paying Agent or Issuer to issue and authenticate a new Bond upon receipt by the Issuer of the old Bond, or (b) shall make an appropriate notation on the Bond certificate indicating the date and amounts of such reduction in principal, with satisfactory proof of such notation being delivered to the Issuer, except in the case of final maturity, in which case the certificate must be presented to the Issuer or Registrar and Paying Agent prior to payment.

12. In the event the Issuer determines pursuant to the Documents that the Beneficial Owners of the Bonds shall be able to obtain certificated Bonds, the Registrar and Paying Agent or Issuer shall notify DTC of the availability of Bond certificates, and shall issue, transfer, and exchange Bond certificates as required by DTC and others in appropriate amounts upon receipt by the Issuer of the appropriate Outstanding Bonds.

13. DTC may determine to discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or Registrar and Paying Agent. Under such circumstances, at DTC's request, and upon return of the Bonds to the Issuer for cancellation, the Issuer or Registrar and Paying Agent will cooperate with DTC in taking appropriate action to make available one or more separate certificates evidencing the Bonds to any DTC Participant having Bonds credited to its DTC account.

14. Nothing herein shall be deemed to require the Registrar and Paying Agent to advance funds on behalf of the Issuer.

15. Nothing herein shall be deemed to require the Issuer to pay any fee to DTC for its services as described herein.

Very truly yours,

ST. JOHNS COUNTY, FLORIDA

as Issuer

By: _____
CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS, ST. JOHNS
COUNTY, FLORIDA

REGISTRAR AND PAYING AGENT

By: _____
Authorized Officer

Received and Accepted:

By its signature hereto, the Depository Trust Company accepts the Bonds, for deposit at DTC and agrees to act in accordance with its Rules with respect to the Bonds.

THE DEPOSITORY TRUST COMPANY

By: _____
Authorized Officer

cc: Underwriter
Underwriter's Counsel