

RESOLUTION NO. 93-107

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, MODIFYING EXHIBIT
A TO APPENDIX B OF THE ST. JOHNS COUNTY UTILITY
ORDINANCE, ORDINANCE NO. 93-14.

WHEREAS, Section 16(D) of the St. Johns County Utility Ordinance, Ordinance No. 93-14 (Utility Ordinance), authorizes the modification of Exhibit A in Appendix B to the Utility Ordinance by resolution of the Board of County Commissioners; and

WHEREAS, Exhibit A, Unit Connection Fee Promissory Note, has been modified to clarify the provision for securing of the promissory note by mortgage or letter of credit.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. Exhibit A in Appendix B to the Utility Ordinance, Unit Connection Fee Promissory Note, is hereby modified; and the form attached to this resolution as Attachment 1 shall be substituted as Exhibit A in Appendix B to the Utility Ordinance.

Adopted this 13th day of July, 1993.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *James Balavage*
Its Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Wanda Carter*
Deputy Clerk

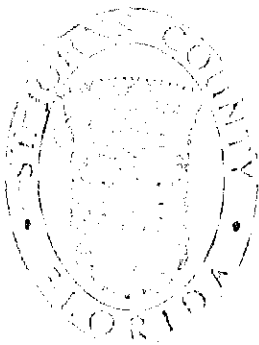


EXHIBIT A

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: _____

ADDRESS: _____

\$ _____ St. Augustine, Florida

For value received and as payment for certain unit connection fees on the premises located at _____ the undersigned, jointly and severally, promise to pay to the order of St. Johns County, Florida, at the St. Johns County Utility Department Office, P. O. Drawer 3006, St. Augustine, Florida 32085, or elsewhere as the holder hereof may from time to time require, the principal sum of _____ DOLLARS (\$ _____) together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of percent (%) per annum from the date below until paid; said principal and interest shall be paid in equal consecutive _____ installments of _____ DOLLARS (\$ _____) each, commencing one _____ from the date below and continuing on the same _____ each and every _____, thereafter until paid in full; said installments to be applied first to interest and balance to principal.

The makers hereof waive presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part of installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the makers hereof understand that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection including reasonable attorney's fees, whether suit be filed or not.

The makers hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the makers hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the makers hereof pay all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

Promissory Note
20 Year Mortgage
Page Two (2)

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

This Note is secured by a mortgage (or a letter of credit) of even date herewith.

SIGNED, SEALED AND DECLARED
IN OUR PRESENCE:

Dated as of: _____, 19____
(Date of Connection)

WITNESS
ADDRESS

By: _____

WITNESS
ADDRESS

WITNESS
ADDRESS

By: _____

WITNESS
ADDRESS

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ who has produced a _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 19____.

Notary Signature

Printed Name: _____

My Commission Expires: _____