

RESOLUTION NO. 95- 17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DIRECTING AND AUTHORIZING THE ACQUISITION OF THE REAL AND PERSONAL PROPERTY OWNED AND BEING DEVELOPED BY NORTHWEST UTILITIES I, INC. TO PROVIDE WATER AND WASTEWATER SERVICE IN ST. JOHNS COUNTY, FLORIDA, DIRECTING AND AUTHORIZING THE EXECUTION OF A SERVICE TRANSITION AGREEMENT PROVIDING FOR THE EXPANSION OF THE COUNTY'S SYSTEM, THE REIMBURSEMENT OF CERTAIN UTILITY DEVELOPMENT AND CONSTRUCTION COSTS, THE CONSTRUCTION OF MAJOR WATER, WASTEWATER AND EFFLUENT DISPOSAL FACILITIES, PLANNING AND CAPACITY ASSURANCES AND THE TRANSITION OF SERVICE RESPONSIBILITIES FROM NORTHWEST UTILITIES I, INC., TO THE COUNTY; PROVIDING FOR FINDING OF A PUBLIC PURPOSE AND NECESSITY; PROVIDING THAT THE ACQUISITION IS IN THE PUBLIC INTEREST AND, TO THE EXTENT APPLICABLE, IN CONFORMANCE WITH SECTION 125.3401, FLORIDA STATUTES; PROVIDING DIRECTION AND AUTHORITY TO PERFORM UNDER THE SERVICE TRANSITION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. Pursuant to Chapter 125, Florida Statutes, the Board of County Commissioners (the "Board") of St. Johns County, Florida (the "County") has all the powers of local self-government to perform County functions and render services for County purposes in a manner not inconsistent with general law or with a special law approved by the vote of the electors. Such power includes the authority to provide water and wastewater utility services and to acquire water production, treatment and distribution facilities and wastewater collection, treatment and disposal facilities within the County.

**EXHIBIT "A"**

**SAINT JOHNS WATER AND WASTEWATER  
UTILITY SERVICE AGREEMENT**

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared:

(A) Northwest Utilities I, Inc. ("NWU") has initiated the development of a potable water distribution and a wastewater collection, treatment, disposal and reuse system within St. Johns County commonly referred to as the NWU water and wastewater utility system (the "NWU Utility System"). The NWU Utility System is authorized to operate under a franchise granted by the County.

(B) SJH Partnership, Ltd. (the "Interchange Developer"), has represented to the County that it now owns and controls approximately 1,947 acres of land located in the vicinity of Interstate 95 and International Golf Parkway (the "Interchange Parcel"). The Interchange Parcel represents a substantial portion of the NWU Utility System service area. NWU and the Interchange Developer have represented to the County that they now have common and overlapping corporate and partnership ownership interests and are amendable to transition the responsibility to provide water and wastewater utility service to the County provided there is adequate and reasonable assurance of water and sewer availability to serve the Interchange Parcel concurrent with the development thereof.

(C) To provide for the public interest and welfare, the Board is required to address and balance the impacts of growth, with the need to provide and plan quality water production, treatment and distribution facilities and wastewater collection, treatment, disposal and reuse facilities which are necessary to accommodate existing development and anticipated future growth in a manner

concurrent with the demand for such facilities; the requirements of state and federal mandates, and; the demands of new development and local government's statutory responsibility to implement financially feasible comprehensive plans.

(D) The provision of water and wastewater services through fragmented franchised providers such as NWU or the provision of wastewater services through use of a series of individual wastewater disposal systems does not serve the public interest as well as the consolidated provision of such services and tends to constitute an impediment to the implementation of a financially feasible local comprehensive plan. A consolidated publicly-owned system responsive to the public demand for better utility service and for consistent protection of the environment can provide the high level of treatment and operation that is needed now and in the future.

(E) Public ownership and control of existing water and wastewater utility systems, including the proposed NWU Utility System, will provide the opportunity for the County to: (1) further develop a regional approach to the comprehensive supply, distribution and treatment of water and the collection, treatment and disposal of wastewater; (2) seek economies of scale resulting from the unified and regional provision of utility services by local government; (3) ensure that current and future users of the NWU Utility System and other County facilities are provided with cost efficient services at reasonable rates by local government; (4) ensure that the operation and maintenance of water and

wastewater facilities is done in a proactive and environmentally responsible manner; (5) stabilize rates over the long term, reduce inefficient expansion and extension of service capabilities and avoid the proliferation of limited service or smaller treatment facilities and sites; (6) promote the protection and environmentally sensitive utilization of water supplies, surface water and groundwater resources in the County and surrounding areas; and (7) accomplish a greater public use and increased public benefit which will result from the ownership, operation and control of the NWU Utility System by local government.

(F) Pursuant to provisions of Chapter 163, Florida Statutes, the County is mandated to coordinate its plans for future growth within available sources of funding and the availability of infrastructure. The provision of water and wastewater services is a major component of this infrastructure coordination. The public ownership and control of the NWU Utility System will enable the County to more effectively and efficiently plan and fulfill the County's responsibilities under Florida Statutes to assure that high quality, cost efficient water and wastewater utility services needed to support new development are available concurrent with the impact of such development. The acquisition of the NWU Utility System is consistent with the County's comprehensive plan.

(G) Based upon the foregoing, the Board expressly finds that the provision of a County-owned and operated water and wastewater utility constitutes a public purpose and is in the best interests of the health, safety and welfare of the County and its

inhabitants. Further, the Board expressly finds that the acquisition, placement in public use and incorporation in the County water and sewer system of the proposed NWU Utility System is necessary for the fulfillment of the public purpose of providing a County-owned and operated water and wastewater utility in the northern portion of the County, and will provide a greater public use and increased public benefit than the use and control by the current investor-owner.

**SECTION 3. PUBLIC INTEREST DETERMINATION.** In consideration of the statements made, referred to, prepared or filed by NWU, the Interchange Developer, the County Administrator, the St. Johns County Utilities Department, Camp, Dresser & McKee, and Public Financial Management at the special meeting of the Board on January 17, 1995, and this public hearing set to consider, to the extent applicable, the transition of service from NWU to the County in conformance with Section 125.3401, Florida Statutes, the Board hereby considers the following:

(A) The most recently available income and expense statement of the NWU Utility System;

(B) The most recently available balance sheet for the NWU Utility System listing the assets and liabilities which reflects that there are no contributions-in-aid-of-construction;

(C) A statement of the existing rate base of the NWU Utility System for regulatory purposes (the income and expense statement, balance sheet and existing rate base are included in correspondence

from Eduardo E. Gil dated January 12, 1995 and attached as Exhibit "B");

(D) The physical condition of the limited utility casings being presently installed by NWU;

(E) The reasonableness of the amount and type of reimbursements to be paid to NWU and the Interchange Developer and the terms of the Saint Johns Water and Wastewater Utilities Service Agreement;

(F) The impacts, both positive and negative, of the contemplated service transition on potential utility customers to be served by NWU as well as utility customers served, both now and in the future, by the County;

(G) The additional investment required by the County and the ability and willingness of the County to make that investment;

(H) The alternatives to the contemplated service transition and the potential impact on the utility customers if the NWU Utility System is not transitioned to the County;

(I) The ability of the County to provide and maintain high quality and cost effective utility service; and

(J) A statement prepared by the County Administrator with the assistance of the St. Johns County Utilities Department showing: (1) the acquisition of the NWU Utility System and service transition in this area to the County is in the public interest, including a summary of the County's experience in utility operation; and (2) the County has the financial ability to provide,

now and in the future, high quality and cost effective utility services.

**SECTION 4. AUTHORITY TO EXECUTE UTILITY SERVICE AGREEMENT.**

The Saint Johns Water and Wastewater Utility Service Agreement (the "Utility Service Agreement") which sets forth the terms of the service transition and the obligations of NWU, the Interchange Developer and the County and is attached as Exhibit "A" to this Resolution. After execution by NWU and the Interchange Developer, the Board hereby authorizes and directs its Chairman to execute the Utility Service Agreement on behalf of the Board in the form attached hereto as Exhibit "A" and to cause delivery of certified copies of same to NWU and the Interchange Developer. The Board authorizes its Chairman, the County Administrator, officers, attorneys and other agents or employees of the County to do all acts and things required of them by this Resolution and the Utility Service Agreement, for the full, punctual and complete performance of all of the terms, covenants and agreements contained in this Resolution and the Utility Service Agreement, and the Chairman, the County Administrator, officers, attorneys and other agents or employees of the County are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution or the Utility Service Agreement.



**SECTION 5. APPLICABILITY AND EFFECTIVE DATE.** This Resolution shall be liberally construed to effect the purposes hereof and shall take effect immediately upon its adoption.

**PASSED AND DULY ADOPTED** at a special meeting of the Board of County Commissioners of St. Johns County, Florida, on the 24th day of January, 1995.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

(SEAL)

By: Barbara Ward  
Chairman

ATTEST:

CARL "BUD" MARKEL, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
of St. Johns County, Florida

By: Juanne Carter  
Deputy Clerk

---

**SAINT JOHNS WATER AND WASTEWATER UTILITY  
SERVICE AGREEMENT**

---

By and Among

NORTHWEST UTILITIES I, INC.,

SJH PARTNERSHIP, LTD.

and

ST. JOHNS COUNTY, FLORIDA

---

ADOPTED January 24, 1995

---

**TABLE OF CONTENTS**

**PAGE**

**ARTICLE I**

**DEFINITIONS AND CONSTRUCTION**

SECTION 1.01.	DEFINITIONS. . . . .	4
SECTION 1.02.	CONSTRUCTION AND INTERPRETATION. . . . .	7
SECTION 1.03.	INCORPORATION. . . . .	8
SECTION 1.04.	SECTION HEADINGS. . . . .	8

**ARTICLE II**

**REPRESENTATIONS**

SECTION 2.01.	REPRESENTATIONS OF NWU AND THE INTERCHANGE DEVELOPER. . . . .	10
SECTION 2.02.	REPRESENTATIONS OF THE COUNTY. . . . .	11

**ARTICLE III**

**UTILITY SERVICE PROVISIONS**

SECTION 3.01.	TRANSFER OF PERMITS. . . . .	14
SECTION 3.02.	EFFLUENT; DISTRIBUTION MAIN EXTENSION. . . . .	15
SECTION 3.03.	WASTEWATER; FORCE MAIN EXTENSION AND MASTER PUMP STATION. . . . .	22
SECTION 3.04.	WATER; DISTRIBUTION MAIN EXTENSION ALTERNATIVE. . . . .	22
SECTION 3.05.	WATER; WATER PLANT CONSTRUCTION ALTERNATIVE. . . . .	23
SECTION 3.06.	UTILITY SITE. . . . .	24
SECTION 3.07.	UTILITY CASINGS. . . . .	25
SECTION 3.08.	COMMITMENT TO SERVE ADJACENT PROPERTY. . . . .	26
SECTION 3.09.	WATER AND WASTEWATER EXTENSIONS WITHIN INTERCHANGE PARCEL. . . . .	26
SECTION 3.10.	WATER AND WASTEWATER CAPACITY ASSURANCES. . . . .	28
SECTION 3.11.	TRANSITION OF SERVICE RESPONSIBILITY. . . . .	29
SECTION 3.12.	REIMBURSEMENT TO NWU AND THE INTERCHANGE DEVELOPER FOR WATER AND WASTEWATER UTILITY DEVELOPMENT COSTS. . . . .	30

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01.	POST EXECUTION RELATIONSHIP. . . . .	32
SECTION 4.02.	FORCE MAJEURE . . . . .	32
SECTION 4.03.	TIME IS OF THE ESSENCE. . . . .	33
SECTION 4.04.	APPLICABLE LAW; JURISDICTION AND VENUE. . . . .	33
SECTION 4.05.	FAILURE OF PERFORMANCE. . . . .	33
SECTION 4.06.	NOTICE. . . . .	34
SECTION 4.07.	ASSIGNMENT. . . . .	35
SECTION 4.08.	AMENDMENTS AND WAIVERS. . . . .	36
SECTION 4.09.	SEVERABILITY. . . . .	36
SECTION 4.10.	ENTIRE AGREEMENT. . . . .	37

APPENDICES

APPENDIX A	Interchange Parcel Description
APPENDIX B	Utility Site Description
APPENDIX C	Towers of Love Parcel Description
APPENDIX D	Wilson Parcel Description
APPENDIX E	Form of Special Warranty Deed
APPENDIX F	Costs of Initiating and Developing Utility Service

**SAINT JOHNS WATER AND WASTEWATER UTILITY  
SERVICE AGREEMENT**

**THIS AGREEMENT**, is made and entered into as of this \_\_\_\_ day of January, 1995, by and among Northwest Utilities I, Inc., a Florida corporation ("NWU"); SJH Partnership, Ltd., a Florida limited partnership (the "Interchange Developer"); and St. Johns County, Florida, a political subdivision of the State of Florida (the "County").

**W I T N E S S E T H:**

**WHEREAS**, NWU has been authorized by the County to build and operate a potable water supply, treatment, and distribution system and a wastewater collection, transmission, treatment, disposal and reuse system, commonly referred to as the Northwest Utilities I, Inc. water and wastewater utility system, within the unincorporated area of St. Johns County, Florida pursuant to a franchise granted by the County; and

**WHEREAS**, the County has the power and authority to provide potable water and wastewater infrastructure and service within St. Johns County and is willing and able to undertake the service obligations hereunder in an effort to encourage sound capital improvement planning and financing, expand and strengthen the County water and wastewater system, assist in assuring adequate capital facilities for development in the unincorporated area in and around the Interchange Parcel, and encourage the efficient and

economically sound use and extension of County water and wastewater infrastructure; and

**WHEREAS**, NWU and the Interchange Developer have represented to the County that they now have common and overlapping corporate and partnership ownership interests and are amenable to transition the responsibility to provide water and wastewater utility service to the County provided there is adequate and reasonable assurance of water and sewer availability to serve the Interchange Parcel concurrent with development thereof; and

**WHEREAS**, the Interchange Developer has represented to the County that it now owns and controls the Interchange Parcel and desires to cause the development thereof in accordance with Saint Johns DRI Development Order approved under County Resolution 91-130, as modified by Resolution 91-183 and Resolution 94-211 and under County Ordinance 91-36; and

**WHEREAS**, funding for the County's obligations and performance under this Agreement shall be derived solely from available or unencumbered revenues of the County's water and wastewater system, shall be subordinate to any outstanding pledged indebtedness or any indebtedness issued in the future for construction or acquisitions of improvements or additions to the County's water and wastewater system, and shall not be or constitute a general obligation or indebtedness of the County (this recital shall not be deemed to prohibit the issuance by the County of water and wastewater utility system revenue bonds to fund its requirement to construct, or reimburse others for the construction of, the capital facilities

and associated costs and expenditures addressed in this Agreement);  
and

**WHEREAS**, the capital facilities and associated costs and expenditures addressed in this Agreement are improvements required by new development and the cost of providing, or reimbursing the Interchange Developer for providing, such improvements are ultimately to be paid for or recovered from new water and wastewater connections to the County's utility system through the rates, fees, charges and assessments imposed on new development by the County.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10 and other good and valuable consideration exchanged between the parties, the parties to this Saint Johns Water and Wastewater Utility Service Agreement do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. DEFINITIONS.** As used in this Saint Johns Water and Wastewater Utility Service Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

**"Agreement"** means this Saint Johns Water and Wastewater Utility Service Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"Board"** means the Board of County Commissioners of St. Johns County, Florida.

**"Construction Costs"** means the actual and verifiable costs of the labor, materials and professional engineering or design services specifically associated with the installation of the On-Site Improvements. The term shall not include any mark-up, rebate, surcharge, or any overhead charge, administrative fee, construction management or supervisor fee, or other charge, other than the contract price for the labor, materials and services due the professional or contractor who actually provided the engineering or design services or installed the On-Site Improvements.

**"County"** means St. Johns County, a political subdivision of the State of Florida.

**"Hazardous Substances"** means any hazardous or toxic substances, materials or wastes, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR



Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local State or federal law, including, without limitation any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 211 of the Clean Air Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Air Act (33 U.S.C. Section 1317), (E) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (F) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

**"Interchange Developer"** means SJH Partnership, Ltd., a Florida limited partnership.

**"Interchange Parcel"** means approximately 1,947 acres of land located in the vicinity of Interstate 95 and International Golf Parkway (formerly known as Nine Mile Road), said land more particularly described in Appendix A hereof.

**"NWU"** means Northwest Utilities I, Inc., a Florida corporation.

**"On-site Improvements"** means all lift station facilities, wastewater force mains of any size, an aggregate of 12,590 linear feet gravity lines which are 8 inches in diameter, fire mains 12 inches and in excess in diameter, fire hydrants, potable water

repump facilities, and potable water distribution mains 6 inches and in excess in diameter, all to be located upon the Interchange Parcel or within the right-of-way of International Golf Parkway (formerly known as Nine Mile Road) adjacent to the Interchange Parcel. Notwithstanding the location of the Utility Site within the Interchange Parcel, water or wastewater plant or facilities located upon the Utility Site shall not be considered or defined herein as On-Site Improvements.

**"St. Johns County Utility Ordinance"** means St. Johns County Ordinance No. 93-14, as amended, and the Manual of Water and Wastewater Design Standards and Specifications adopted as St. Johns County Resolution No. 92-189, as amended, or their successors in function, together with all resolutions, regulations and policies under which the County and its Utilities Department performs plan review, inspections, testing, and acceptance of dedications and conveyances of utility easements and facilities installed by land developers to serve new development.

**"Towers of Love Parcel"** means approximately 200 acres of land contiguous to International Golf Parkway (formerly known as Nine Mile Road) along a portion of the southern boundary of the Interchange Parcel, said land more particularly described in Appendix C hereof.

**"Utility Site"** means approximately 5.97 acres of land located within the Interchange Parcel to be used for either water and/or wastewater utility purposes, said land more particularly described in Appendix B hereof.

"Wilson Parcel" means approximately 27.61 acres of land contiguous to the Interchange Parcel, said land more particularly described in Appendix D hereof.

**SECTION 1.02. CONSTRUCTION AND INTERPRETATION.**

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement does not and shall not be construed to relieve either NWU, the Interchange Developer or any other person or entity from any obligation to address any permit, condition, term, approval, competitive negotiation or bidding requirement, or restriction and shall not relieve NWU, the Interchange Developer or any other person or entity of the obligation to comply with any law, ordinance, rule, or regulation governing said permitting requirements, conditions, terms, approvals, competitive negotiation or bidding requirements, or restrictions.

(E) This Agreement is not and shall not be construed as a development agreement pursuant to the Florida Local Government

Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes, or its successor in function.

(F) The Interchange Developer is a non-governmental developer and this Agreement, in part, is serving as a vehicle for the Interchange Developer to accomplish certain conditions of development required by Section 380.06, Florida Statutes. The parties to this Agreement have made the mutual determination that the term "agency," as defined in Section 287.055, Florida Statutes, does not extend to the Interchange Developer's activities and obligations under Section 3.02, 3.07, 3.09, or 3.12 hereof. However, in the event a court of competent jurisdiction, a change in law or a case law clarification determines otherwise the parties shall comply with such a determination.

(G) This Agreement shall not be construed as inconsistent with the St. Johns Utility Ordinance.

(H) This Agreement shall not be construed as a restriction on the County's power to legislate under its police power, or the contracting or bartering away of its police power.

(I) This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 1.03. INCORPORATION.** The findings, recitals and acknowledgments contained herein are true, correct, and are incorporated in this Agreement.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the texts of the several Articles, Sections or Appendices in this

Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

**ARTICLE II**  
**REPRESENTATIONS**

**SECTION 2.01. REPRESENTATIONS OF NWU AND THE INTERCHANGE DEVELOPER.** NWU and the Interchange Developer make the following representations.

(A) NWU is a corporation duly organized, validly existing in and good standing in the State of Florida, authorized to do business in the State, and has all requisite corporate power and authority to enter into and fully perform this Agreement. The Interchange Developer is a limited partnership duly organized, validly existing in and good standing in the State of Florida, authorized to do business in the State, and the general partner executing this Agreement has all requisite power and authority to enter into and fully perform this Agreement as a general partner.

(B) All necessary action on the part of NWU and the Interchange Developer relating to the authorization of NWU's and the Interchange Developer's execution and delivery of this Agreement and NWU's and the Interchange Developer's performance of each entity's duties and obligations contained herein have been duly taken, and assuming the due authorization, execution and delivery by the County, this Agreement will be valid and enforceable against NWU and the Interchange Developer, in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting

creditors' rights generally, or by the exercise of judicial discretion in accordance with the general principles of equity.

(C) There is no action, suit, investigation, or proceeding pending or, to NWU's and the Interchange Developer's knowledge and belief, threatened against or affecting NWU or the Interchange Developer, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Agreement or any other agreement or instrument to which NWU or the Interchange Developer is a party which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(D) To the best of NWU's and the Interchange Developer's knowledge and belief and after due inquiry, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated, nor compliance with the terms and provisions of such instruments will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority having jurisdiction over NWU or the Interchange Developer and will not conflict with or result in a material breach of any terms, conditions or provisions of any agreement or instrument to which NWU or the Interchange Developer is now a party, or constitute a default thereunder.

**SECTION 2.02. REPRESENTATIONS OF THE COUNTY.** The County makes the following representations.

(A) The County is duly organized and validly existing county and political subdivision of the State of Florida.

(B) The County has full power and authority to enter into the transactions contemplated by this Agreement.

(C) To the best of its knowledge and belief after due inquiry, the County is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. The Board has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by other parties hereto, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) To the best of the County's knowledge and belief after due inquiry, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions hereof will not violate the provisions of any applicable law, conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order, or any provision of the Constitution, or the laws of the State of Florida relating to the County or its affairs, or any



ordinance, resolution, agreement, lease, or other instrument to which the County is subject or by which it is bound.

(E) There is no action, suit, investigation, or proceeding pending or, to the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Agreement or any other agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE III**

**UTILITY SERVICE PROVISIONS**

**SECTION 3.01. TRANSFER OF PERMITS.**

(A) NWU and the Interchange Developer have applied for, obtained and shall transfer to the County the following permits and governmental approvals:

(1) FDER Permit No. WC55-220232 issued February 1, 1993 with an initial expiration date of February 1, 1995, now extended to February 1, 1996, to construct a water treatment plant and related facilities on the Utility Site;

(2) FDER Permit No. DC55-220234 issued April 13, 1993 with expiration date of April 13, 1998 to construct an 834,000 gallon per day wastewater treatment plant with slow rate public access land application and limited wet weather discharge;

(3) St. Johns River Water Management District Consumptive Use Permit No. 2-109-0270N issued August 11, 1992 with expiration date of August 11, 1999 for public water supply for 5,165 residents and for use of reclaimed water and surface water to irrigate urban landscape; and

(4) United States Environmental Protection Agency NPDES Permit No. FL004355P issued January 1, 1994 with expiration date of September 30, 1998 for limited wet weather discharge to Mill Creek.

(B) Within 10 days after the execution of this Agreement, NWU and the Interchange Developer shall take all requisite action to apply for and cause the transfer of the permits and governmental

approvals described in subsection (A) hereof, including, but not limited to the procedures referenced in Rules 62-4.120 and 40C-1.612, Florida Administrative Code, and 40 C.F.R. § 122.63(d) (1980) and shall use all reasonable efforts to obtain the transfer of such permits. The County shall timely cooperate and provide all reasonably necessary assistance in this endeavor. Upon transfer and thereafter, the County shall assume all obligations under the permits and governmental approvals described in subsection (A) of this Section. The County may allow any permit or governmental approval so transferred to lapse provided such permit or governmental approval is not necessary to the County's performance hereunder.

**SECTION 3.02. EFFLUENT; DISTRIBUTION MAIN EXTENSION.**

(A) Within 310 days after the execution of this Agreement, the County shall cause the design, permitting and substantial completion of construction, at the County's expense, of an effluent force main, together with all requisite pumping facilities, sized to supply a minimum of 500,000 gallons of effluent per day for golf course irrigation purposes. The County shall use reasonable efforts to commence construction within 130 days after execution of this Agreement. Said effluent force main shall extend from the County wastewater treatment facilities located near Interstate 95 and State Road 16 to the holding pond to be located on the Interchange Parcel and described in Section 3.02(B) hereof.

(B) NWU and the Interchange Developer shall provide for a perpetual, non-exclusive right and easement to dispose of an

average of 500,000 gallons per day of treated wastewater effluent from the wastewater treatment facilities serving the Interchange Parcel by delivery to a holding pond located on the Interchange Parcel for golf course and appurtenant effluent irrigation purposes. The irrigation criteria and effluent disposal program shall be consistent with all required governmental applications and permits for land application.

(C) No later than one year after completion of the effluent force main described in subsection (A) of this Section, the Interchange Developer shall impose a binding covenant to run with the land in favor of the County upon a portion of the Interchange Parcel to be used for golf course and appurtenant purposes which requires the landowner to design, construct, operate and maintain a golf course, irrigation system, effluent distribution pumping system, effluent holding pond, or other acceptable land application, that will allow disposal of an annual average of 500,000 gallons per day of effluent supplied by the County. Such covenant shall provide that:

(1) The landowner shall not use any source of water for irrigation other than effluent from the County, unless the effluent from the County is not sufficient to meet the needs of the landowner or not properly treated in accordance with appropriate regulatory standards.

(2) The landowner's development shall be designed and constructed to incorporate an effluent holding pond containing a minimum of 500,000 gallons of storage capacity above the water

table and that the effluent distribution facilities shall be designed, located and operated to avoid contamination of any monitoring wells by spray effluent or other contaminants.

(3) The landowner, for nominal consideration, shall grant or dedicate all necessary easements, in a form acceptable to the County, to discharge properly treated effluent into the effluent holding pond so long as the effluent holding pond has sufficient capacity to accommodate additional effluent without overflowing. Said grants or dedications shall include, but not be limited to, appurtenant rights to access, to install and monitor monitoring wells and inspection of the irrigation and effluent disposal facilities.

(4) The landowner shall use the effluent holding pond as the primary source of irrigation water for the golf course.

(5) The landowner shall operate and maintain such effluent irrigation system as designed and in accordance with the laws, rules, regulations, and applicable permits of the Florida Department of Environmental Regulation, the St. Johns River Water Management District and any other governmental agency having jurisdiction over such operations, and shall not, without the prior written consent of the County, alter the golf course, effluent irrigation system, effluent holding pond or the alternative land application facilities in any manner that would affect the ability of the County to dispose of effluent as contemplated herein.

(6) To the extent that the landowner fails to maintain or provide for the operation and maintenance of the effluent

irrigation system, effluent holding pond or the alternative land application, the County shall have a temporary easement and right, but not the duty, to enter upon said lands, and at the expense of the landowner, operate, maintain, repair or restore the effluent irrigation system, effluent holding pond, or alternative land application so as to allow the County to dispose of the effluent as contemplated herein.

(7) The County shall be deemed to be a specifically named and identified beneficiary to the covenant with the right to enforce its terms and that the covenant shall not be modified or released without the County's written consent.

(8) The landowner shall cooperate in good faith to provide the County with a reliable means of disposing of 500,000 gallons per day of properly treated effluent.

(D) Upon completion of the effluent force main described in Subsection (A) of this Section, the County shall first make available to the Interchange Parcel all effluent derived from the wastewater treatment facility serving the Interchange Parcel, up to an annual average of 500,000 gallons per day, and cooperate in good faith to provide a reliable source of an average of 500,000 gallons per day of effluent for irrigation purposes to the Interchange Parcel. The Interchange Developer acknowledges and understands that the County's wastewater treatment facility located near Interstate 95 and State Road 16 does not presently and may not produce 500,000 gallons per day of effluent. The effluent is one of the residual by-products of the County's wastewater treatment

process and shall be disposed of by delivery to the Interchange Parcel without charge for golf course irrigation or other acceptable non-residential land application purposes. The effluent provided to the Interchange Parcel shall meet Public Access Standards required by Rule 62-610, Part III, Florida Administrative Code, or its successor in function. No later than one year after substantial completion of the effluent force main described in Subsection (A) of this Section, the Interchange Developer shall accept, or cause the landowner subject to the covenant described in Subsection (C) of this Section to accept, the total quantity of effluent produced by the County's wastewater treatment facility located near Interstate 95 and State Road 16 up to a maximum of an annual average of 500,000 gallons per day of effluent. The County shall make adequate alternative arrangements for disposal of effluent during periods of wet weather and during periods of minimum irrigation in a manner consistent with law and in accordance with the County's effluent disposal permits. In no event shall the landowner subject to the covenants described in subsection (C) of this Section, be required to accept effluent in excess of its reasonable irrigation needs as contemplated herein.

(E) The priority of provision of effluent to the Interchange Parcel by the County may be conditioned upon (1) compliance by the landowner with the covenants described in this Section; (2) the ability to provide a reliable means of disposal of an annual average of 500,000 gallons per day of treated effluent; and (3) any future requirements or restrictions of the St. Johns River Water

Management District or other governmental agency having appropriate jurisdiction. In the event that any future requirement or restriction of the St. Johns River Water Management District or other governmental agency interferes with the County's ability to provide effluent, the County shall use reasonable efforts to obtain relief from such restriction or requirement so as to be able to provide effluent to the Interchange Parcel.

(F) Upon compliance with the requirements of this Section by the Interchange Developer and the substantial completion of the effluent disposal facilities by the landowner subject to the covenants described in subsection (C) of this Section, such landowner shall be deemed a third party beneficiary with respect to the provisions of Section 3.02(B)-(F) hereof.

(G) In the event the design of a golf course, irrigation system, effluent distribution pumping system and holding pond as required in subsection (C) of this Section is not completed and construction is not commenced and proceeding in good faith within one year after the execution of this Agreement, the Interchange Developer shall commence the appropriate activities to extend the effluent force main within the Interchange Parcel and designate and develop at its expense, without reimbursement by the County, a portion of the Interchange Parcel as a temporary effluent disposal site for land application purposes. To the extent that the Interchange Developer fails to construct, or provide for the operation or maintenance of this temporary effluent disposal site, the County shall have a temporary easement and right, but not the



duty, to enter upon said lands, and at the expense of the Interchange Developer, construct, operate, maintain, repair or restore a land application system so as to allow the County to dispose of effluent as contemplated herein. The alternative effluent disposal obligation in this subsection shall additionally be deemed to be a covenant burdening, benefitting and running with the northwest portion of the Interchange Parcel (described as "Interchange Northwest" in Appendix A hereto), and shall provide the means for the Interchange Developer, or its successors, to accept from the County properly treated effluent without charge and in the same quantities as otherwise contemplated herein. The obligation to complete associated construction and begin to accept effluent under the provisions of this subsection shall begin no sooner than one year after substantial completion of the effluent force main described in subsection (A) of this Section. The County shall provide a partial release to this covenant in the event of the sale or mortgage of one or more parcels within the northwest portion of the Interchange Parcel, provided the Interchange Developer gives reasonable assurances to the County that the balance of the lands subject to this covenant is sufficient to accommodate the temporary effluent disposal site as required herein. This covenant and the obligation to develop and provide an alternative effluent disposal site shall expire and terminate, and the County shall divert the flow of effluent to the golf course, upon notification to the County that the effluent disposal facilities described in subsection (C) of this Section have been

completed and are capable of properly disposing of effluent as otherwise contemplated herein.

**SECTION 3.03. WASTEWATER; FORCE MAIN EXTENSION AND MASTER PUMP STATION.**

(A) Within 310 days after the execution of this Agreement, the County shall cause the design, permitting and substantial completion of construction, at the County's expense, of a wastewater force main, together with all requisite pumping facilities reasonably expected to serve the Interchange Parcel at build-out. The County shall use reasonable efforts to commence construction within 130 days after execution of this Agreement. Said wastewater force main shall extend from the Utility Site to the County wastewater treatment facilities located near Interstate 95 and State Road 16.

(B) Within 310 days after the execution of this Agreement and conveyance of the Utility Site to the County as provided herein, the County shall cause the design, permitting and substantial completion of construction, at the County's expense, of a wastewater master pump station to serve the Interchange Parcel and to be located upon the Utility Site. The County shall use reasonable efforts to commence construction within 130 days after the conveyance of the Utility Site to the County.

**SECTION 3.04. WATER; DISTRIBUTION MAIN EXTENSION ALTERNATIVE.**

(A) Within 310 days after the execution of this Agreement, the County shall cause the design, permitting and substantial completion of construction, at the County's expense, of a water

distribution main, together with all requisite pumping facilities reasonably expected to serve the Interchange Parcel at build-out. The County shall use reasonable efforts to commence construction within 130 days after execution of this Agreement. Said water distribution main shall extend from the County water treatment plant to the Utility Site.

(B) Performance by the County under this Section shall be excused and waived in the event that the County performs under Section 3.05 hereof and undertakes construction of the water treatment facility described therein.

**SECTION 3.05. WATER; WATER PLANT CONSTRUCTION ALTERNATIVE.**

(A) In the alternative to the construction of the water distribution main described in Section 3.04 hereof, the County shall have the option to construct a 720,000 gallon per day water treatment facility on the Utility Site.

(B) Within 20 days after execution of this Agreement, NWU and the Interchange Developer shall provide to the County test well data necessary to determine whether or not adequate raw water quality and quantity is available at the Utility Site. The County shall reimburse NWU and the Interchange Developer for the actual and verifiable costs associated with the development of the test well data in an amount not to exceed \$40,000. Any request for reimbursement by NWU and the Interchange Developer shall be accompanied by documentation satisfactory to the County and its auditors. Payment shall be made in accordance with the Florida Prompt Payment Act, Sections 218.70-.79, Florida Statutes, or its

successor in function. In the event that the test well data from the Utility Site demonstrates adequate raw water quality and quantity is available to supply a 720,000 gallon per day water treatment facility, the County, in its sole discretion, may opt to construct the 720,000 gallon per day water treatment facility or extend the water distribution main as provided in Section 3.04 hereof. If the County chooses to construct the water treatment facility, the County shall cause the design, permitting and substantial completion of construction, at the County's expense, of the water treatment facility within 310 days after execution of this Agreement. The County shall use reasonable efforts to commence construction within 130 days after execution of this Agreement. In any event, NWU and the Interchange Developer shall cause all engineering plans, work product and studies relating to the provision of water, wastewater, or effluent utility service for the Interchange Parcel which are in the possession of or available to NWU and the Interchange Developer, together with the necessary permits developed for the purposes of constructing a water treatment facility, to be conveyed and assigned to the County within 20 days after execution of this Agreement.

**SECTION 3.06. UTILITY SITE.** Within 20 days after the execution of this Agreement, NWU and the Interchange Developer shall cause a current survey and special warranty deed to be delivered to the County for the Utility Site. NWU and the Interchange Developer do hereby warrant that (A) to the best of their knowledge but without any special investigation, no Hazardous

Substances are present on the Utility Site, (B) during the period in which the Interchange Developer has owned the Utility Site, no Hazardous Substances have been deposited on the Utility Site by or at the direction of NWU or the Interchange Developer, and (C) there are no facts known to them and not disclosed to the County which would materially delay or frustrate the immediate development and use of the Utility Site for water or wastewater utility purposes, including the initial intent that said lands will adequately accommodate a 720,000 gallons per day water treatment facility, appropriate well field, master wastewater pump station, and access road, or, in the alternative to a water treatment facility, a site for repumping facilities. The conveyance of such lands shall be in substantially the same form as the special warranty deed attached hereto as Appendix E, shall be free and clear of all liens or encumbrances, and only subject to the matters described thereon.

**SECTION 3.07. UTILITY CASINGS.** Within 20 days after execution of this Agreement, NWU and the Interchange Developer shall cause a conveyance and assignment of all their right, title and interest to any and all water, wastewater or effluent utility casings installed within the right-of-way of International Golf Parkway (formerly known as Nine Mile Road) or within the right-of-way of any roads serving the Interchange Parcel in connection with the construction of the interchange at Interstate 95 and International Golf Parkway, the improvement of International Golf Parkway or the construction of any of the entrances to the Interchange Parcel. If any utility casings are not installed or

in a position to be conveyed and assigned to the County within 20 days after execution of this Agreement, the Interchange Developer shall provide a certificate from its engineer identifying the incomplete improvements and estimating the cost thereof. Such an amount shall be withheld from the reimbursement in Section 3.12 hereof until all remaining utility casings are properly installed, conveyed and assigned to the County. At which time the County shall release the amount withheld from reimbursement under Section 3.12.

**SECTION 3.08. COMMITMENT TO SERVE ADJACENT PROPERTY.** Upon the design and construction of the water and wastewater facilities described in Sections 3.03 through 3.05 hereof, the County shall, in accordance with the St. Johns County Utility Ordinance, provide water and wastewater service to the Towers of Love Parcel and the Wilson Parcel; provided however, the owners thereof shall at all times be obligated to pay all applicable rates, fees, charges and assessments imposed by the County from time to time as condition to such service.

**SECTION 3.09. WATER AND WASTEWATER EXTENSIONS WITHIN INTERCHANGE PARCEL.**

(A) In order to provide for construction of water and wastewater extensions within the Interchange Parcel concurrent with the construction of the roadway system within the Interchange Parcel, the Interchange Developer shall construct and install On-Site Improvements in accordance with the St. Johns County Utility Ordinance and the County shall, in addition to the reimbursement

obligations in Section 3.12 hereof, reimburse the Interchange Developer for associated Construction Costs as provided herein upon final inspection and acceptance by the County of each functional segment of the On-Site Improvements. Prior to commencing construction on any segment of the On-Site Improvements, the Interchange Developer shall submit and receive approval from the County of the design, specifications and plans for each segment. The response by the County shall be timely and approvals shall not be unreasonably withheld. The County's obligation to accept functional segments of the On-Site Improvements upon completion shall not be conditioned upon pre-payment of connection fees or payment of guaranteed revenue once such segments have been properly completed by the Interchange Developer or a permitted assignee. In no event whatsoever shall the aggregate reimbursement paid by the County for Construction Costs hereunder exceed \$7,000,000.

(B) The Interchange Developer and any permitted assignee shall have a continuing good faith obligation to minimize Construction Costs whenever reasonably practicable. Requests for reimbursement by the Interchange Developer and any permitted assignee shall be accompanied by documentation satisfactory to the County and its auditors. Payment shall be made on a first completed, first paid basis as to each request and in accordance with the Florida Prompt Payment Act, Sections 218.70-.79, Florida Statutes, or its successor in function.

(C) The Interchange Developer and their successors and assigns shall cause the grant or dedication to the County of all

easements necessary to provide water, wastewater or effluent utility services within the Interchange Parcel. Each grant or dedication, together with appropriate subordinations from any lienholder, shall be in a form acceptable to the County, shall be of a perpetual non-exclusive nature for water and wastewater utility purposes and shall be provided without cost to or reimbursement by the County. Each grant or dedication shall provide that the land underlying any easement or dedication shall not be subject to, nor subjected in the future to, other inconsistent uses.

(D) The reimbursement obligations for On-Site Improvements in this Section are extraordinary and are representative of partial consideration for the transition of water and wastewater service to the County. The construction, installation, and dedication to the County of all water or wastewater improvements or facilities within the Interchange Parcel not otherwise expressly addressed in this Article (e.g., internal collection and distribution lines and facilities other than the On-Site Improvements) shall be designed, installed and dedicated to the County in accordance with the St. Johns Utility Ordinance and without cost to or reimbursement by the County.

**SECTION 3.10. WATER AND WASTEWATER CAPACITY ASSURANCES.** The County has represented to the Interchange Developer that as of the execution of this Agreement the County has available, uncommitted capacity of at least 400,000 gallons per day in its respective water and wastewater treatment facilities. The County shall



continue to expand its off-site water distribution and wastewater transmission facilities and water and wastewater treatment facilities to meet the water and wastewater requirements of the Interchange Parcel through build-out. For the purposes of this provision, build-out shall be based upon the development approvals at the time of execution of this Agreement which consist of 1,570 residential units, 2,493,000 square feet of office development, 562,000 square feet of retail/commercial development, 2,464,000 square feet of industrial/warehouse development, 75,000 square feet for a Hall of Fame, and 1,225 hotel rooms. In order to assure the Interchange Developer that the County will have capacity to serve the Interchange Parcel, the County shall undertake the design and subsequent construction necessary to expand its water or wastewater treatment facilities substantially in conformance with the provisions of Rule 62-600.405, Florida Administrative Code, or its successor in function. Additionally, the Interchange Developer shall provide to the County an annual report on or before March 1 each year, starting March 1, 1995, outlining construction activity within the Interchange Parcel for the prior year and proposed construction activity for the upcoming three year period. Thereafter, the County shall undertake the design and subsequent construction necessary to expand its facilities to serve the reasonably projected development within the Interchange Parcel without delay.

**SECTION 3.11. TRANSITION OF SERVICE RESPONSIBILITY.** Upon substantial performance by the County under Sections 3.02-3.05

hereof, NWU shall unconditionally and without additional consideration relinquish and terminate all of its rights, remedies, powers, title or interest under its franchise granted to provide water, wastewater and effluent service to the Interchange Parcel and surrounding areas. Thereafter NWU, the Interchange Developer, and their successors, shall recognize the County as the exclusive provider of such utility services to the Interchange Parcel and such surrounding areas.

**SECTION 3.12. REIMBURSEMENT TO NWU AND THE INTERCHANGE DEVELOPER FOR WATER AND WASTEWATER UTILITY DEVELOPMENT COSTS.**

(A) NWU and the Interchange Developer hereby represent that the costs associated with initiating the development of water and wastewater services to the Interchange Parcel, the Towers of Love Parcel and the Wilson Parcel itemized and included in Appendix F hereof are true and correct.

(B) In consideration of the covenants, assets to be conveyed to the County hereunder and the transition of service provided for in this Agreement and in order to compensate, reimburse and repay NWU and the Interchange Developer for costs associated with initiating and developing water and wastewater services to the Interchange Parcel, the Towers of Love Parcel, and the Wilson Parcel, the County shall pay NWU and the Interchange Developer \$675,131.00 in immediately available funds within 5 days after (1) the proper application for transfer to the County of the permits described in Section 3.01 hereof; (2) the delivery of the survey and special warranty deed referenced in Section 3.06 hereof; (3)

the conveyance and assignment to the County of the utility casings described in Section 3.07 hereof; and (4) the filing of a notice of intent to terminate the NWU franchise in a manner not inconsistent with County Ordinance No. 89-63, as amended. Said notice of intent to terminate shall only become effective upon the County's substantial performance under Sections 3.02 - 3.05 hereof and at that time NWU and the Interchange Developer shall take all requisite action to terminate said franchise.

(C) Other than the future reimbursement obligations articulated in Sections 3.05 and 3.09 hereof and other performance obligations and undertakings of the County hereunder, the monies paid to NWU and the Interchange Developer pursuant to this Section constitute the entire consideration, compensation, reimbursement and repayment to be paid to NWU and the Interchange Developer, or any permitted assignee or beneficiary, for the promises, covenants, representations, assets to be conveyed hereunder, and transition of service provided for in this Agreement.

## ARTICLE IV

### GENERAL PROVISIONS

**SECTION 4.01. POST EXECUTION RELATIONSHIP.** From time to time after execution of this Agreement, each party hereto, their permitted successors and assigns, shall, upon the request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers or other documentation for (A) confirming or correcting the title or use rights contemplated hereunder in the name of the County or (B) otherwise fulfilling the obligations and intent of the parties under this Agreement.

**SECTION 4.02. FORCE MAJEURE.** If the performance by any party hereto of its respective obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, uncontrollable delay or interruption of the County's design and construction activities, or any law, rule, regulation, order or other action adopted or taken by any federal, state or other local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party's obligation to perform shall be suspended to the extent such performance or obligation is so delayed or prevented by such occurrence, without liability of any kind, on a day to day basis. To the extent reasonably practicable, any party believing that its performance hereunder will be materially delayed by such an

unexpected or uncontrollable event shall notify the other parties hereto of such an event within 2 days after learning of its occurrence. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any litigation or other disputes with, labor or labor unions, suppliers or any other persons that such party considers unreasonable.

**SECTION 4.03. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time. Any time period provided for herein which ends on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day.

**SECTION 4.04. APPLICABLE LAW; JURISDICTION AND VENUE.**

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Florida, whether state, local or federal, and further agree that venue shall lie in St. Johns County, Florida.

**SECTION 4.05. FAILURE OF PERFORMANCE.**

(A) A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall

proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured.

(B) If any party breaches this Agreement, a non-breaching party shall only proceed in equity to enforce its rights under this Agreement, including specifically the right of specific performance and mandamus.

**SECTION 4.06. NOTICE.**

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

**To the County:**

St. Johns County Administration  
4020 Lewis Speedway  
Second Floor  
St. Augustine, FL 32085  
Attention: Nicholas M. Meiszer,  
County Administrator

with a copy to:

St. Johns County Utilities Department  
2175 Mizell Road  
St. Augustine, FL 32084  
Attention: Herb Van Der Mark  
Construction Manager  
of Utilities

**To NWU and the Interchange Developer:**

SJH Partnership, Ltd. and  
Northwest Utilities I, Inc.  
4651 Salisbury Road  
Suite 250  
Jacksonville, FL 32256  
Attention: James E. Davidson, Jr.

with a copy to:

Pappas Metcalf & Jenks  
200 West Forsyth Street  
Suite 1400  
Jacksonville, FL 32202-4327  
Attention: John G. Metcalf

(B) Any written notice given to one person in subsection (A) of this Section shall also be copied and provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or 5 days after the date mailed.

**SECTION 4.07. ASSIGNMENT.**

(A) Neither NWU, the Interchange Developer nor the County shall have the power or authority to assign this Agreement or any of their rights, duties or obligations hereunder to a third party except as provided in this Section.

(B) Upon notification to the County as provided hereunder, the Interchange Developer or its permitted assignee may assign all of its right, title and interest hereunder to a successor owner of the Interchange Parcel or alternatively to the first mortgage holder upon the Interchange Parcel.

(C) Provided the Interchange Developer or any permitted assignee is not in breach under this Agreement, the Interchange Developer may, upon written approval by the County, partially

assign the Interchange Developer's obligations and rights relative to On-Site Improvements under Section 3.09 hereof to one or more successor landowners of the Interchange Parcel. The County's approval shall be conditioned upon receipt of documentation satisfactory to the County, executed by the Interchange Developer and the successor landowner and identify in detail the land and one or more functional segments of the On-Site Improvements.

(D) Unless expressly provided otherwise, this Agreement is solely for the benefit of the County, NWU and the Interchange Developer, and no claim or cause of action shall accrue to or for the benefit of any third party by reason hereof.

**SECTION 4.08. AMENDMENTS AND WAIVERS.** Until the notice of intent to terminate the NWU franchise referred to in Section 3.12(B) hereof becomes effective, no amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. After the notice of intent to terminate the NWU franchise referred to in Section 3.12(B) becomes effective any amendment, supplement, modification or waiver of this Agreement need only be executed by the Interchange Developer and the County. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 4.09. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court



of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 4.10. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are not warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Upon execution by all parties, the County shall provide NWU and the Interchange Developer each a complete certified copy of this Agreement, together with copies of all appendices thereto.

**IN WITNESS WHEREOF,** the County, NWU and the Interchange Developer have caused this Saint Johns Water and Wastewater Utility Service Agreement to be duly executed and entered into on the date first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

(SEAL)

By: Barbara Ward  
Chairman

ATTEST:

CARL "BUD" MARKEL, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
of St. Johns County, Florida

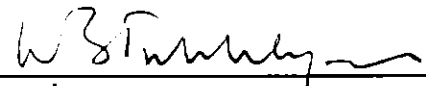
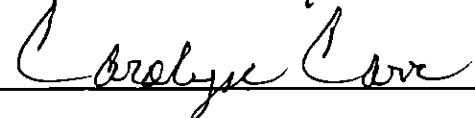
By: Yvonne Carter  
Deputy Clerk

(SEAL)

**NORTHWEST UTILITIES I, INC.,**  
a Florida corporation

By:   
President

WITNESSES:

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

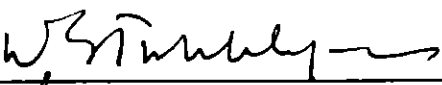
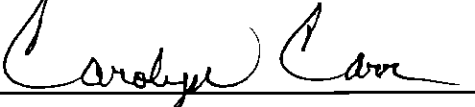
By: SJ Memphis, Ltd., a Florida  
limited partnership, its  
entity general partner

By: St. Johns Harbour,  
Inc., a Florida  
corporation, its  
entity general partner

By:   
President

(SEAL)

WITNESSES:

STATE OF Tennessee :  
COUNTY OF Shelby :

The foregoing Saint Johns Water and Wastewater Utility Service Agreement was acknowledged before me by Louis BAIONI, President of Northwest Utilities I, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me ~~or who has produced~~ ~~as identification and did (did not)~~ did not take an oath.

WITNESS, my hand and official seal this 13<sup>th</sup> day of January, A.D., 1995.

Joyce Fentress  
Signature of person taking acknowledgment  
JOYCE FENTRESS  
Name of acknowledger (printed)

My commission expires: Feb 10, 1997

STATE OF TENNESSEE :  
COUNTY OF SHELBY :

The foregoing Saint Johns Water and Wastewater Utility Service Agreement was acknowledged before me by Louis BAIONI, President of St. Johns Harbour, Inc., a Florida corporation, as entity general partner of SJ Memphis, Ltd., a Florida limited partnership, the entity general partner of SJH Partnership, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me ~~or who has produced~~ ~~as identification and did (did not)~~ take an oath.

WITNESS, my hand and official seal this 13<sup>th</sup> day of JANUARY, A.D., 1995.

Joyce Fentress  
Signature of person taking acknowledgment  
Joyce Fentress  
Name of acknowledger (printed)

My commission expires: Feb 10, 1997

**APPENDIX A**

**Interchange Parcel Description**

APPENDIX A

INTERCHANGE PARCEL

Interchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11; thence South  $89^{\circ}02'10''$  West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South  $89^{\circ}32'10''$  West a distance of 1043.00 feet; Course No. 2 - thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; Course No. 3 - thence South  $89^{\circ}32'10''$  West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South  $81^{\circ}13'23''$  West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South  $44^{\circ}35'20''$  West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North  $89^{\circ}18'55''$  East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South  $00^{\circ}11'37''$  East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

4057.34 feet; thence South 89°11'13" West along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 11 a distance of 1311.89 feet; thence South 00°23'04" West along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North 88°27'18" East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North 60°28'02" East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South 64°50'26" East and a chord distance of 612.04 feet to the end of said curve; thence South 26°09'10" East a distance of 70.00 feet; thence South 00°27'50" East a distance of 70.00 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11; thence South 89°32'10" West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North 00°27'50" West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North 00°27'50" West a distance of 96.00 feet; thence North 89°11'12" East a distance of 165.01 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less



Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road--No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

### Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwesterly right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South  $60^{\circ}09'09''$  West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South  $62^{\circ}26'20''$  West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established); a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South  $58^{\circ}19'47''$  West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South  $49^{\circ}21'34''$  West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South  $44^{\circ}29'54''$  West a distance of 204.46 feet; Course No. 6 - thence South  $45^{\circ}30'05''$  East a distance of 17.00 feet; Course No. 7 - thence South  $44^{\circ}29'54''$  West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South  $50^{\circ}29'50''$  West a distance of 2475.39 feet; thence North  $53^{\circ}13'38''$  West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North  $14^{\circ}55'52''$  East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North  $16^{\circ}14'53''$  East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North  $01^{\circ}01'14''$  West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North  $88^{\circ}54'53''$  East along the line dividing Township 5 South and Township 6 South and the North

line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South 27°32'59" East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South 27°32'59" East, along said Southwesterly right-of-way line, to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width), a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet; thence North 45°30'06" West leaving said Northwesterly right-of-way line, a distance of 143.00 feet; thence North 44°29'54" East a distance of 362.79 feet; thence North 41°20'46" East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 336.00 feet and a central angle of 35°44'59"; thence

Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

BEGINNING; thence continue South 44°29'54" West along said  
Northwesterly right-of-way line, a distance of 1003.52 feet;  
thence North 31°14'07" East a distance of 623.28 feet; thence  
North 44°29'54" East a distance of 396.87 feet; thence South  
45°30'06" East a distance of 143.00 feet to the POINT OF  
BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

**APPENDIX B**

**Utility Site Description**



NORTH  
EAST  
FLORIDA

# SURVEYORS

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

## UTILITY SITE

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE MOST SOUTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53°13'38" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1612.50 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 250.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 326.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°19'21" EAST AND A CHORD DISTANCE OF 304.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH 38°31'50" EAST, A DISTANCE OF 199.57 FEET; THENCE NORTH 76°42'43" EAST, A DISTANCE OF 152.36 FEET; THENCE NORTH 01°08'50" EAST, A DISTANCE OF 123.80 FEET; THENCE NORTH 48°25'28" WEST, A DISTANCE OF 62.15 FEET; THENCE NORTH 40°56'47" WEST, A DISTANCE OF 133.59 FEET; THENCE NORTH 49°03'13" EAST, A DISTANCE OF 76.35 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.55 FEET; THENCE NORTH 29°04'10" EAST, A DISTANCE OF 57.20 FEET; THENCE SOUTH 55°57'46" EAST, A DISTANCE OF 205.76 FEET; THENCE NORTH 67°32'47" EAST, A DISTANCE OF 102.68 FEET; THENCE NORTH 43°30'26" EAST, A DISTANCE OF 101.44 FEET; THENCE SOUTH 46°29'34" EAST, A DISTANCE OF 53.33 FEET; THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 715.10 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 831.56 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 50°29'50" WEST ALONG A LINE PARALLEL WITH AND LYING 34.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 216.17 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED NOVEMBER 22, 1994, 5.97 ACRES MORE OR LESS.

SRL01.110/88211.57

**APPENDIX C**

**Towers of Love Parcel Description**

APPENDIX C

TOWERS OF LOVE PARCEL

A PARCEL OF LAND IN SUBSECTIONS (OR SUBDIVISIONS) 1 AND 2 OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SUBSECTION 1, (BEING ALSO THE SOUTH LINE OF SECTION 14), TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SURVEY CENTER LINE OF INTERSTATE HIGHWAY 95 AT SURVEY STATION 8538 PLUS 48.12; THENCE SOUTH 27°30'20" EAST, ON SAID SURVEY CENTER LINE, 358.12 FEET TO CENTER LINE STATION 8534 PLUS 90; THENCE SOUTH 62°29'40" WEST 150 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY; THENCE CONTINUING SOUTH 62°29'40" WEST 80.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND ON THE WEST RIGHT-OF-WAY LINE OF A FRONTAGE ROAD, RIGHT-OF-WAY FOR SAID FRONTAGE ROAD BEING DESCRIBED IN PART "C" OF PARCEL NO. 20 OF RIGHT-OF-WAY DESCRIBED IN CIRCUIT COURT MINUTE BOOK 13, PAGE 604, PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 27°30'20" EAST, ON SAID FRONTAGE ROAD RIGHT-OF-WAY, 1401.73 FEET; THENCE SOUTH 44°31'58" WEST 3878.82 FEET; THENCE NORTH 72°57'22" WEST, PARALLEL WITH AND 60.00 FEET NORTHEASTERLY FROM THE SOUTHWEST LINE OF SAID SUBSECTION 1 A DISTANCE OF 2153.54 FEET; THENCE NORTH 44°31'58" EAST ON THE SOUTHEAST LINE OF NINE MILE ROAD, SAID LINE BEING 33 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID ROAD, 4208.33 FEET; THENCE SOUTH 45°22'00" EAST, ACROSS THE SOUTHWESTERLY END OF SAID FRONTAGE ROAD RIGHT-OF-WAY, 27.00 FEET; THENCE NORTH 44°38'00" EAST, ON SAID FRONTAGE ROAD RIGHT-OF-WAY, 204.46 FEET TO THE POINT OF CURVE TO THE RIGHT WITH RADIUS OF 1085.92 FEET; THENCE NORTHEASTERLY, ON SAID CURVE AND ON SAID FRONTAGE ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 13°37'38", AN ARC DISTANCE OF 258.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°00'44" EAST AND A CHORD DISTANCE OF 133.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°16'32" EAST, ON SAID FRONTAGE ROAD RIGHT-OF-WAY, 567.89 FEET; THENCE SOUTH 71°37'25" EAST, ON SAID FRONTAGE ROAD RIGHT-OF-WAY, 118.34 FEET; THENCE SOUTH 27°30'20" EAST, ON SAID FRONTAGE ROAD RIGHT-OF-WAY, 100.60 FEET; THENCE NORTH 62°29'40" EAST ON SAID FRONTAGE ROAD RIGHT-OF-WAY, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 199.63 ACRES MORE OR LESS.

**APPENDIX D**

**Wilson Parcel Description**

APPENDIX D

WILSON PARCEL

A PART OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET TO THE SOUTHWEST CORNER OF A 13.65 ACRE TRACT OF LAND AS RECORDED IN OFFICIAL RECORDS VOLUME 819, PAGES 1538 THROUGH 1543 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 315.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'04" EAST ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1, SECTION 11, A DISTANCE OF 989.84 FEET; THENCE NORTH 89°11'13" EAST, A DISTANCE OF 1311.89 FEET; THENCE SOUTH 00°11'37" EAST ALONG A LINE TO A POINT LYING ON A CURVE, A DISTANCE OF 790.30 FEET, SAID CURVE BEING THE NORTHERLY BOUNDARY OF AFOREMENTIONED 13.65 ACRE TRACT, AND BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 375.00 FEET; THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY OF A 13.65 ACRE TRACT AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 391.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°39'18" WEST AND A CHORD DISTANCE OF 373.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°28'02" WEST CONTINUING ALONG SAID NORTHERLY BOUNDARY OF A 13.65 ACRE TRACT, A DISTANCE OF 415.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 625.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY BOUNDARY OF A 13.65 ACRE TRACT AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 610.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°27'18" WEST AND A CHORD DISTANCE OF 586.60 FEET TO THE POINT OF BEGINNING. CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED NOVEMBER 22, 1991, 27.61 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL IS A LAND-LOCKED PARCEL OF GROUND AND IT IS THE INTENT OF THE OWNERS OF SAID 13.65 ACRE TRACT TO GRANT AN ACCESS EASEMENT FROM NINE MILE ROAD THROUGH SAID 13.65 ACRE TRACT TO THE ABOVE DESCRIBED PARCEL.

**APPENDIX E**

**Form of Special Warranty Deed**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made and executed this \_\_\_\_\_ day of January, 1995 by SJH PARTNERSHIP, LTD., a Florida limited partnership, whose address is 4651 Salisbury Road, Suite 250, Jacksonville, Florida 32256, hereinafter called the grantor, to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32085, hereinafter called the grantee;

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land and interests therein situate in St. Johns County, Florida as shown more particularly on Exhibit A attached hereto and incorporated herein.

**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, for itself and its successors, hereby covenants with said grantee and the grantee's successors and assigns that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the grantor; and that said land is free of all encumbrances.

Said lands are conveyed subject to the following covenants:

1. Said lands shall be used exclusively for water and wastewater utility and appurtenant purposes.

2. The grantee shall erect and maintain a vegetative buffer of at least 3 feet in width between utility improvements located thereon and the boundary of said lands.

APPENDIX E

3. In the event the grantee has not used said lands for water or sewer utility purposes prior to January 1, 1996, the grantor shall have the right to repurchase said lands for a purchase price of \$80,595.00. The grantor may exercise this right to repurchase said lands by providing grantee 30 days written notice and depositing the purchase price in immediately available funds with the Clerk of the Circuit Court for St. Johns County. Upon notice as provided herein and tender of purchase price, the grantee shall immediately reconvey said lands to the grantor by a deed substantially in the form required by Section 125.411(1), Florida Statutes, in exchange for the purchase price identified in this covenant and deposited with the Clerk.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, by its General Partner thereunto duly authorized, the day and year first above written.

WITNESSES:

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

\_\_\_\_\_

By: SJ Memphis, Ltd., a Florida limited partnership, its entity general partner

\_\_\_\_\_

By: St. Johns Harbour, Inc., a Florida corporation, its entity general partner

By: \_\_\_\_\_  
President

STATE OF \_\_\_\_\_ :

:

COUNTY OF \_\_\_\_\_ :

:

The foregoing Special Warranty Deed was acknowledged before me by \_\_\_\_\_, President of St. Johns Harbour, Inc., a Florida corporation, as entity general partner of SJ Memphis, Ltd., a Florida limited partnership, the entity general partner of SJH Partnership, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification and did (did not) take an oath.

WITNESS, my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1995.

\_\_\_\_\_  
Signature of person taking acknowledgment

\_\_\_\_\_  
Name of acknowledger (printed)

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



**APPENDIX F**

**Costs of Initiating and  
Developing Utility Service**

**APPENDIX F**

**COSTS OF INITIATING AND  
DEVELOPING UTILITY SERVICE**

Engineering Costs	\$299,649
Legal Services	\$ 31,393
Rate Study Expenses	\$ 20,392
Government Agency Fees	\$ 6,750
Utility Site Clearing 5.97 Acres @ \$2,200/acre	\$ 13,134
Utility Casing Plan	\$223,218
Land Acquisition 5.97 Acres @ \$13,500/acre	<u>\$ 80,595</u>
	\$675,131

# The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

## STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared \_\_\_\_\_

Ulinda Verstraate

who on oath says that she is

Accounting Clerk

of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being a \_\_\_\_\_

Notice of Public Hearing

in the matter of \_\_\_\_\_

Northwest Utilities

in the \_\_\_\_\_ Court, was published in said newspaper in the

issues of \_\_\_\_\_ January 19, 1995 \_\_\_\_\_

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 19th day of January, 1995,

by Ulinda Verstraate Ulinda Verstraate who is personally

known to me or who has produced Personally Known as

(Type of Identification)

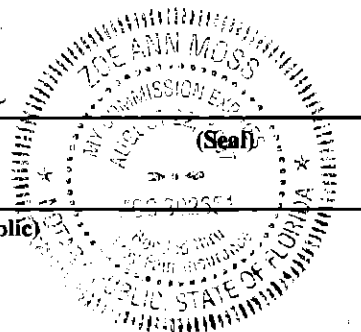
identification.

*Zoe Ann Moss*

(Signature of Notary Public)

Zoe Ann Moss

(Print, Type or Stamp Commissioned Name of Notary Public)



ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING  
NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing on Tuesday, January 24, 1995 at 1:30 p.m., in the County Auditorium, located at 4020 Lewis Speedway, St. Augustine, Florida 32095. The purpose of the public hearing is to consider and take action on, the acquisition of the Northwest Utilities I, Inc. water and sewer system and the adoption of the Saint Johns Water and Wastewater Utility Services agreement, and any other business that may come before the Board.  
If a person decides to appeal any decision made with respect to any matter considered at the hearing, he/she will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceed-

ings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Notice to persons needing special accommodations and to all hearing impaired persons: In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this meeting should contact David Halstead, ADA Coordinator, at (904) 823-2505 or at the County Administration Complex, 4020 Lewis Speedway, 2nd Floor, Administration Office, St. Augustine, FL 32095, or the Florida Relay Service: 1-800-955-8770, not later than 24 hours prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA  
Carl "Bud" Markel, Its Clerk  
By Yvonne Carler, Deputy Clerk  
L739 Jan. 19, 1995