

RESOLUTION NO. 2006- 20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. JOHNS SERVICE COMPANY, INC.; AUTHORIZING THE CHAIRMAN TO EXECUTE AN AMENDMENT TO AGREEMENT TO PURCHASE WATER AND WASTEWATER ASSETS.

RECITALS

WHEREAS, the Board of County Commissioners of St. Johns County (the "Board" or "County") and St. Johns Service Company, Inc. ("SJSC") entered into an Agreement to Purchase Water and Wastewater Assets (the "Agreement") on August 29, 2005; and

WHEREAS, the County and SJSC desire to amend the Agreement as set forth in the Amendment to Agreement to Purchase Water and Wastewater Assets (the "Amendment"), attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, during the course of the County performing its due diligence, the County determined that the following corrective actions take place: (1) repair the Marsh Landing Wastewater Treatment Plant (as stated, and/or referenced elsewhere in either this Amendment or Agreement); (2) repair the TPC (Tournament Players Club) South Wastewater Treatment Plant (as stated, and/or referenced elsewhere in either this Amendment or Agreement); and (3) installation of an additional generator at the Inlet Beach Water Treatment Plant (as stated, and/or referenced elsewhere in either this Amendment or Agreement); and

WHEREAS, this Amendment will address those items that the County discovered (that are noted above); and

WHEREAS, the County has determined that the nature and extent of this Amendment neither undermines the original intent and purpose expressed in the Agreement, nor operates as a material deviation to the Agreement; and

WHEREAS, in light of the above, this Amendment shall not be considered a material deviation to the Agreement, in that the intent and purpose of the Agreement has not been revised and/or amended beyond what was originally contemplated by both the County, and SJSC; and

WHEREAS, in light of the above, there is no need for the County to conduct an additional hearing in conformance with Section 125.3401, Florida Statutes; and

WHEREAS, after a review of this Amendment, the Board of County Commissioners of St. Johns County, Florida ("Board"), has determined that the Amendment serves the interests of the County.

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

1. The above recitals are adopted as findings of fact.

2. The Board hereby approves the terms and conditions of an Amendment to the Purchase and Sale Agreement between St. Johns County, Florida and St. Johns Service Company, Inc.

3. The Chairman of the Board of County Commissioners is authorized to execute an Amendment to Agreement to Purchase Water and Wastewater Assets, similar to that attached hereto as Exhibit A.

3. The members of the Board and the officers, attorneys and other agents or employees of the Board are hereby authorized to do all acts and things required of them by Resolution 2005-211 as may be amended and supplemented, or desirable or consistent with the requirements of Resolution 2005-211, as may be amended and supplemented, for the full punctual and complete performance of all the terms, covenants and agreements contained in Resolution 2005-11, as may be amended and supplemented and in the Agreement as they pertain to the Agreement, and each appropriate member, employee, attorney and officer of the Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out Resolution 2005-11, as may be amended and supplemented.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 24 day of January, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: CHERYL STRICKLAND, Clerk of the Circuit Court

By: Patricia DeGrande
Patricia DeGrande, Deputy Clerk

RENDITION DATE 1-26-06

**AMENDMENT TO AGREEMENT TO PURCHASE
WATER AND WASTEWATER ASSETS**

THIS AMENDMENT ("Amendment") to the Agreement to Purchase Water and Wastewater Assets ("Agreement") between St. Johns County, Florida, and St. Johns Service Company, Inc., is made and entered into on this 13th day of February, 2006 by St. Johns County, Florida ("County"), 4020 Lewis Speedway, St. Augustine, Florida, 32084 , and St. Johns Service Company, Inc. ("SJSC"), a Florida corporation, 135 Professional Drive, Suite 401, Ponte Vedra Beach, Florida 32082.

WITNESSETH:

WHEREAS, the County and SJSC entered into the original Agreement (attached and incorporated herein by reference) on August 29, 2005; and

WHEREAS, in the course of the County's completion of its due diligence activities pursuant to Article IV of the Agreement, the County determined that the following corrective actions need to take place: (1) repair the Marsh Landing Wastewater Treatment Plant (as stated, and/or referenced elsewhere in either this Amendment or the Agreement); (2) repair the TPC (Tournament Players Club) South Wastewater Treatment Plant (as stated, and/or referenced elsewhere in either this Amendment or the Agreement); and (3) install an additional generator at the Innlet Beach Water Treatment Plant (as stated, and/or referenced elsewhere in either this Amendment or the Agreement); and

WHEREAS, this Amendment will address those items that the County discovered (that are noted above in the immediately preceding recital); and

WHEREAS, the County has determined that the nature and extent of this Amendment neither undermines the original intent and purpose expressed in the Agreement, nor operates as a material deviation to the Agreement; and

WHEREAS, in light of the above, this Amendment shall not be considered a material deviation to the Agreement, in that the intent and purpose of the Agreement has not been revised and/or amended beyond what was originally contemplated by both the County and SJSC; and

WHEREAS, in light of the above, there is no need for the County to conduct an additional hearing in conformance with Section 125.3401, Florida Statutes; and

WHEREAS, after a review of this Amendment, the Board of County Commissioners of St. Johns County, Florida ("Board"), has determined that the Amendment serves the interests of the County.

NOW THEREFORE, the parties hereto, for, and in consideration of, the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

Section 1. Findings. The above recitals are incorporated by reference into the body of this Amendment and such recitals are adopted as findings of fact.

Section 2. Definitions. As used in this Amendment, capitalized terms shall have the meanings as defined in the Agreement unless otherwise defined in this Amendment or if the context requires otherwise.

"Construction Contract" means a written agreement by and between the County or SJSC (if SJSC elects to exercise its right under this Amendment to contract directly with a Construction Contractor for Construction Work associated with a Project, in which event the County will have the right to approve the agreement) and a Construction Contractor for performance of Construction Work, which agreement shall only be amended, modified, supplemented or restated, including by change orders, with regard to increases in the construction price, changes to the schedule, material changes to technical specifications or performance warranties or guarantees with the prior written approval of the County and SJSC.

"Construction Contractor" means the party to a Construction Contract responsible for performance of Construction Work.

"Construction Work" means labor, services, supervision, equipment, tools, hardware, software, intellectual property rights, QA/QC and other activities required for or incidental to the site preparation, demolition, waste removal, procurement, expediting, fabrication, manufacture, assembly, delivery, inspection, erection, installation, interconnection, construction, testing, start-up and commissioning of a Project pursuant to a Construction Contract.

"Design Documents" means all designs, drawings, maps, photographs, schematics, depictions, illustrations, charts, graphs, surveys, borings, reports, timetables, schedules of values, milestone schedules, specifications, plans, bid documents, agreements, contracts, requirements and other documents and items prepared as part of or incidental to the Design Work that describe, depict or establish criteria, guidelines, standards, schedules or requirements for the Construction Work, the time for commencement of the Construction Work and the time for completion of the Construction Work.

"Design Work" means all labor, services, supervision, equipment, hardware, software, intellectual property rights, QA/QC and other activities necessary or incidental to a Project, including without limitation all investigation, research, field inspections, planning, permitting, scheduling, design, engineering, modeling, surveys, measurements, borings, tests, Design Documents, and preparation of Construction Contract documents in execution form, except Construction Work.

"Existing Escrow Account Agreement" means the escrow agreement a copy of which (without exhibits) is attached hereto as Exhibit 8 setting forth the terms and conditions and the rights and obligations of the parties thereto with respect to the Existing Escrow Funds.

"Existing Escrow Funds" means the seventy-two thousand dollars (\$72,000.00) delivered by SJSC to Foley Lardner pursuant to the Existing Escrow Agreement to

potentially fund a portion of the resolution of claims 1 and 2 identified in Exhibit 6, as more fully described in Section 6 of this Amendment.

"Foley Lardner" means the law firm of Foley Lardner, LLP, in its capacity as escrow agent under the Separate Escrow Account Agreement and under the Existing Escrow Agreement, as applicable.

"Generator Installation" has the meaning set forth in Section 5 of this Amendment, as more fully described in Exhibit 4, and includes the Design Work and Construction Work.

"Generator Installation Cost" means the cost to perform the Construction Work to complete the Generator Installation.

"Project" means the WWT Repairs or the Generator Installation and **"Projects"** means the WWT Repairs and the Generator Installation.

"Project Costs" means the WWT Repairs Cost and the Generator Installation Cost.

"R&R Escrow Account" means the accounts or accounts established, maintained and administered by the R&R Escrow Agent in accordance with the R&R Escrow Agreement.

"R&R Escrow Agent" means the Escrow Agent under the R&R Escrow Agreement, which as of the closing shall be J.P. Morgan Trust Company, National Association.

"R&R Escrow Agreement" means the escrow agreement, substantially in the form of the agreement attached hereto as Exhibit 5, executed by and among the County, SJSC

and the R&R Escrow Agent setting forth the terms and conditions and the parties' respective rights and obligations with respect to the SJSC Escrow Funds.

"Separate Escrow Account Agreement" means the escrow agreement, in the form of the agreement attached hereto as Exhibit 7, executed by and among the County, SJSC and Foley Lardner setting forth the terms and conditions and the parties' respective rights and obligations with respect to the Separate Escrow Funds.

"Separate Escrow Funds" means the one million one hundred twenty-eight thousand dollars (\$1,128,000.00) to be delivered by SJSC to Foley Lardner to potentially fund a portion of the resolution of the claims identified in Exhibit 6, as more fully described in Section 6 of this Amendment.

"SJSC Escrow Funds" means (i) the SJSC WWT Escrow Funds and (ii) the SJSC Generator Escrow Funds.

"SJSC Generator Escrow Funds" means the one hundred twenty thousand dollars (\$120,000.00) to be delivered by SJSC to the R&R Escrow Agent to potentially fund a portion of the Generator Installation Cost.

"SJSC WWT Escrow Funds" means the three hundred sixty thousand dollars (\$360,000.00) to be delivered by SJSC to the R&R Escrow Agent to potentially fund a portion of the WWT Repairs Cost.

"System Repairs" has the meaning set forth in Section 4 of this Amendment.

"WWT Repairs" has the meaning set forth in Section 5 of this Amendment, as more fully described in Exhibit 4, and includes the Design Work and Construction Work.

"WWT Repairs Cost" means the cost to perform the Construction Work to complete the WWT Repairs.

Section 3. Amendments to Certain Appendices. The County and SJSC agree that the Appendices A, B and C to the Agreement and are hereby updated to reflect due diligence findings as follows:

(A) Appendix A to the Agreement is amended as set forth in Exhibit 1 attached hereto.

(B) Appendix B to the Agreement is amended as set forth in Exhibit 2 attached hereto.

(C) Appendix C to the Agreement is amended as set forth in Exhibit 3 attached hereto.

The parties acknowledge that the Appendices to the Agreement may be updated by agreement of the parties after the date hereof in order to reflect due additional diligence findings.

Section 4. Purchase Price Reduction. The parties agree that in the course of the County's completion of its due diligence activities pursuant to Article IV of the Agreement the County has identified the following items which will require repairs the cost of which exceeds the estimate therefor set forth in the PBS&J Report, (i) two (2) lift stations

(identified as the Hammock Cove and Palmera Cove lift stations, respectively) and (ii) miscellaneous items (collectively, the "System Repairs"). The parties agree that the County shall be responsible for all cost and performance and completion of the System Repairs and that the purchase price set forth in Section 3.02(A) of the Agreement should be reduced. The parties therefore agree that the text of Section 3.02(A) of the Agreement is deleted in its entirety and replaced by the following text:

"The purchase price for the Purchased Assets shall be \$26,800,000.00 (TWENTY-SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100), subject to the terms, adjustments and prorations as provided herein, and payable in immediately available funds at closing."

Section 5. WWT Repairs and Generator Installation. The County and SJSC agree that in the course of the County's completion of due diligence pursuant to Article IV of the Agreement the County notified SJSC that (i) the cost to repair the wastewater treatment plants referred to as the Marsh Landing wastewater treatment plant and the TPC South wastewater treatment plant (collectively the "WWT Repairs") may exceed the estimate therefor set forth in the PBS&J Report and (ii) it would be desirable for the County to install an additional generator at the location known as the Inlet Beach WTP (the "Generator Installation"). The parties agree to amend and supplement the Agreement as follows to set forth their agreement with respect to the Projects:

(A) General Provisions. The terms set forth in the following numbered paragraphs shall be generally applicable to both the WWT Repairs and the Generator Installation:

(1) Funding. The funding of the Project Costs is allocated between the County and SJSC as set forth herein below. SJSC shall deliver the SJSC Escrow Funds at closing, subject to a reduction in the amount thereof as provided herein below with respect to a Project for which Construction Work has commenced prior to closing.

(2) Design Work. (a) The County shall be responsible for the performance, preparation and cost of the Design Work and Design Documents for the Projects in accordance with the work scope and schedule set forth on Exhibit 4. The County and SJSC shall cooperate and coordinate the performance of the Design Work and the preparation of the Design Documents in order that the Design Documents are mutually agreeable to the County and SJSC, consistent with the terms of the Agreement and compatible with good utility practice and the existing Utility System.

(b) The County shall make available to SJSC for its review and comment all Design Documents as they are prepared in accordance with the schedule set forth in Exhibit 4 for performance of the Design Work. The County shall provide drafts of Design Documents sufficiently in advance of preparation of the documents in final form in order to enable the County to address comments by SJSC to the drafts. The parties agree that the final Design Documents to be used in the bid process for the selection of

Construction Contractors or the performance of Construction Work shall be mutually acceptable to the County and SJSC.

(3) Construction Work. The County shall be responsible for the performance of the Construction Work and payment of the Construction Costs except as otherwise expressly provided in this Amendment. The Construction Work shall be performed and completed in accordance with good utility practice and applicable laws. Prior to the County's commencement of any bid or other process for the award of Construction Contracts for a Project, SJSC shall have the right, exercisable at its sole and absolute discretion, to elect to contract directly with the Construction Contractor for either Project as set forth herein below. The parties acknowledge and agree that if SJSC elects to contract directly with the Construction Contractor, (a) SJSC shall contract with a Construction Contractor mutually acceptable to the parties, (b) the Construction Contract shall provide for the construction and completion of the Project in accordance with the final Design Documents acceptable to both parties, (c) all warranties and guarantees of the Construction Contractor shall be assignable to the County and (d) (i) if SJSC elects to contract directly with the Construction Contractor for the WWT Repairs, SJSC shall be responsible for WWT Repairs Cost which exceed six hundred sixty thousand dollars (\$660,000.00) and (ii) if SJSC elects to contract directly with the Construction Contractor for the Generator Installation, SJSC shall be responsible for Generator Installation Cost which exceed one hundred twenty thousand dollars (\$120,000.00).

(4) Exercise of SJSC Election. (a) Within three (3) days after completion of the Design Documents necessary for commencement of a bid process for performance of the Construction Work for a Project, the County shall provide written notice to SJSC of its completion of the Design Documents for such Project. SJSC shall have a period of ten (10) days after receipt of such notice from the County to review the final Design Documents and at the end of such period to provide notice to the County that it elects to contract directly with the Construction Contractor for the performance of the Construction Work. If SJSC fails to provide such notice within three (3) days after the end of the period for review of the final Design Documents, it shall be deemed to have declined to contract directly with the Construction Contractor for such Project.

(b) If SJSC elects to contract directly with the Construction Contractor for a Project it shall enter into a Construction Contract with the Construction Contractor selected by mutual agreement of the parties, and the Project shall be a Purchased Asset under the Agreement. If SJSC elects to contract directly with the Construction Contractor for the performance and completion of the Construction Work for a Project, the County shall pay within ten (10) days of receipt invoices received by SJSC for the Construction Costs which are to be funded by the County under this Amendment.

(c) If SJSC does not provide notice to the County of its election to contract directly with the Construction Contractor for a Project within three (3) days after

the period for review of the final Design Documents, the County shall immediately proceed with the process for the awarding of the Construction Contract(s) for the Project.

(5) SJSC Review of Documents. SJSC shall have the right at any time (a) to observe the activities of the County, its consultants and contractors relating to the Design Work and the Construction Work and to participate in meetings among them, (b) to request and receive copies of all documents, including drafts, relating to the Projects and Project Costs, and (c) to present comments to the County, which shall be considered in good faith by the County.

(B) WWT Repairs. The following provisions are applicable to the WWT Repairs:

(1) WWT Repairs Cost Funding. Responsibility for funding the WWT Repairs Cost is allocated between the parties as follows:

(a) WWT Repairs Cost Funding by the County. The County shall be responsible for the payment of the first three hundred thousand dollars (\$300,000.00) of the WWT Repairs Cost and any other WWT Repairs Cost except (i) the WWT Repairs Cost to be paid from the SJSC WWT Escrow Funds and (ii) WWT Repairs Cost which exceed six hundred sixty thousand dollars (\$660,000.00) if SJSC elects to contract directly with the Construction Contractor pursuant to Sections 5(A)(3) and (4) of this Amendment.

(b) WWT Repairs Cost Funding by SJSC. If the total WWT Repairs Cost exceeds three hundred thousand dollars (\$300,000.00), the additional WWT Repairs Cost exceeding three hundred thousand dollars (\$300,000.00), up to a total of WWT Repairs

Cost of six hundred sixty thousand dollars (\$660,000.00), shall be paid from SJSC WWT Escrow Funds. If the total WWT Repairs Cost exceeds six hundred sixty thousand dollars (\$660,000.00), and if SJSC does not elect to contract directly with the Construction Contractor pursuant to Sections 5(A)(3) and (4) of this Amendment, the County shall be responsible for all additional WWT Repairs Cost.

(2) SJSC WWT Escrow Funds. (a) Delivery. SJSC will deliver the SJSC WWT Escrow Funds to the R&R Escrow Agent at closing. SJSC WWT Escrow Funds shall be disbursed by the R&R Escrow Agent solely for the payment of WWT Repairs Cost, and only if the total WWT Repairs Cost exceeds three hundred thousand dollars (\$300,000.00).

(b) Disbursement. The R&R Escrow Agent shall disburse SJSC WWT Escrow Funds only after presentation of a certificate by the County and SJSC certifying that (i) the Construction Contractor has certified that the Construction Work is being performed in accordance with the terms and conditions of the applicable Construction Contract; (ii) each party to the Agreement has been provided a copy of the Construction Contractor's request for payment, which request shall include the following (A) the Construction Contract price, (B) any change to the Construction Contract price, (C) amounts previously billed by the Construction Contractor under the Construction Contract, (D) amounts withheld from prior payments of the requests for payments as retainage or setoffs, (E) amounts paid to the Construction Contractor for the prior request

for payments and (F) the amount requested by the current request and (iii) the amount requested to be disbursed is due and owing under the applicable Construction Contract.

(c) Release of SJSC WWT Escrow Funds. Upon the completion of the WWT Repairs, as certified by the County and SJSC by notice to the R&R Escrow Agent, the R&R Escrow Agent shall pay the balance of SJSC WWT Escrow Funds in the R&R Escrow Account to SJSC or the person designated by SJSC.

(C) Generator Installation. The following provisions are applicable to the Generator Installation:

(1) Generator Installation Cost Funding. Responsibility for funding the Generator Installation Cost is allocated between the parties as follows

(a) Generator Installation Cost Funding by SJSC. SJSC shall be responsible for the payment of the first one hundred twenty thousand dollars (\$120,000.00) of the Generator Installation Cost.

(b) Generator Installation Cost Funding by the County. If the total Generator Installation Cost exceeds one hundred twenty thousand dollars (\$120,000.00), the County shall be responsible for all additional Generator Installation Cost, except if SJSC elects to contract directly with the Construction Contractor pursuant to Sections 5(A)(3) and (4) of this Amendment, in which event SJSC shall be responsible for all additional Generator Installation Cost.

(2) Schedule for Generator Installation. The parties acknowledge and agree that the nature and extent of the Design Work and the Design Documents for the performance and completion of the Generator Installation is substantially complete and there exists the reasonable possibility that the Construction Work may be commenced and completed prior to closing. If SJSC elects to contract directly with the Construction Contractor for the Generator Installation and the Construction Work commences prior to closing, SJSC shall pay directly to the Construction Contractor amounts due and owing for Generator Installation Cost prior to closing, and SJSC shall be entitled to receive reimbursement of such payments from the SJSC Generator Escrow Funds.

(3) SJSC Escrow Funds. (a) Delivery. SJSC will deliver the SJSC Generator Escrow Funds to the R&R Escrow Agent at closing. SJSC Generator Escrow Funds shall be disbursed by the R&R Escrow Agent solely for the payment of Generator Installation Cost, including reimbursement of any Generator Installation Cost that SJSC may have paid prior to closing.

(b) Disbursement. The R&R Escrow Agent shall disburse SJSC Generator Escrow Funds only after presentation of a certificate by the County and SJSC certifying that (i) the Construction Contractor has certified that the Construction Work is being performed in accordance with the terms and conditions of the applicable Construction Contract; (ii) each party to the Agreement has been provided a copy of the Construction Contractor's request for payment, which request shall include the following

(A) the Construction Contract price, (B) any change to the Construction Contract price, (C) amounts previously billed by the Construction Contractor under the Construction Contract, (D) amounts withheld from prior payments of the requests for payments as retainage or setoffs, (E) amounts paid to the Construction Contractor for the prior request for payments and (F) the amount requested by the current request and (iii) the amount requested to be disbursed is due and owing under the applicable Construction Contract.

(c) Release of SJSC Generator Escrow Funds. Upon the completion of the Generator Installation, as certified by the County and SJSC by notice to the R&R Escrow Agent, the R&R Escrow Agent shall pay the balance of SJSC Generator Escrow Funds in the R&R Escrow Account to SJSC or the person designated by SJSC.

Section 6. Separate Escrow Account. (a) Funding. In addition to the R&R Escrow Account and the Existing Escrow Account, SJSC will deliver the Separate Escrow Funds to Foley Lardner at closing. The Separate Escrow Funds shall be received, maintained and disbursed by Foley Lardner in accordance with the Separate Escrow Account Agreement.

(b) Disbursement to Claimants. The Separate Escrow Funds are intended to be available to be disbursed by Foley Lardner to the individuals identified in Exhibit 6 for payment of outstanding claims that such individuals have asserted against SJSC for damage to those individuals' residences that occurred prior to closing, to the extent that the proceeds, benefits and amounts payable under any applicable policy of

insurance are not sufficient in order to achieve a resolution of such claim. SJSC and its insurers shall be responsible for the defense and resolution of such claims against SJSC. SJSC further agrees that for a period of four (4) years after the closing, if a lawsuit is brought against the County before the end of such period by any individual identified in Exhibit 6 for payment of the claim that such individual has asserted against SJSC for damage to such individual's residence that occurred prior to closing and the County provides written notice of any lawsuit within thirty (30) days after filing and thereafter cooperates with SJSC in the handling and defense of such claim and refrains from interfering with the handling and defense thereof, SJSC will defend the claim and bear all cost and attorney fees through the end of any applicable appeal period, pay the amount of any judgment entered against the County or the amount of any settlement of such claim and the costs of defense to the extent that such judgment does not arise from the willful action or omission of the County. The County, County Commission, all elected and appointed officials, officers, employees, and authorized agents of the County specifically reserve the right to retain counsel of their own choice, at their own expense. SJSC shall notify the County of the resolution of each claim and deliver a certificate to Foley Lardner specifying the payee (either the claimant or SJSC (pursuant to paragraph (c) immediately below)) and the amount to be paid from the Separate Escrow Funds. Foley Lardner after receipt of such certificate from SJSC, shall promptly notify the County of receipt of such certificate. The notice from Foley Lardner to the County shall inform the County that

Separate Escrow Funds will be disbursed in accordance with the certificate received from SJSC unless the County provides notice to Foley Lardner, on or before 5:00 p.m. on the fifteenth (15th) business day after delivery of notice by Foley Lardner to the County, setting forth in detail the factual and legal basis for Foley Lardner to refrain from disbursing Separate Escrow Funds in accordance with the SJSC certificate.

(c) Release of Funds to SJSC. Upon the resolution of all the claims identified in Exhibit 6, upon delivery of a settlement agreement, release, notice or order of dismissed or other satisfactory evidence of the same to the County and Foley Lardner, Foley Lardner shall pay the balance of Separate Escrow Funds and the Existing Escrow Funds to SJSC or the person designated by SJSC. No Existing Escrow Funds shall be released by Foley Lardner until all Separate Escrow Funds have been released.

Section 7. Section 5.02 of the Agreement. Section 5.02(A) of the Agreement is supplemented by the addition of the following sentences at the end thereof:

“At closing (i) SJSC and the County shall furnish an executed counterpart to the R&R Escrow Agreement and the Separate Escrow Account Agreement and (ii)(A) SJSC shall deliver to the R&R Escrow Agent for deposit into the R&R Escrow Account (i) the SJSC WWT Escrow Funds and (ii) the SJSC Generator Escrow Funds and (B) SJSC shall deliver to Foley Lardner for deposit into the Separate Escrow Account the Separate Escrow Funds.”

Section 8. Section 5.08(B) of the Agreement. Section 5.08(B) of the Agreement is supplemented by the addition of the following sentence at the end thereof:

“SJSC and the County shall execute and enter into (i) the R&R Escrow Agreement with the R&R Escrow Agent and (ii) the Separate Escrow Account Agreement with Foley Lardner.”

Section 9. Due Diligence Findings. (A) The County acknowledges that it has completed its final due diligence (other than title review) and determined that all of the information developed and provided pursuant to Article IV is materially consistent with the PBS&J Report considered by the County prior to the execution of the Agreement, except as specifically noted and addressed in Sections 4 and 5 of this Amendment.

(B) The County acknowledges that the required aggregate expenditure for capital improvement and renewal and replacement of Purchased Assets is not substantially in excess of the capital improvement program anticipated in the PBS&J Report.

(C) Each party acknowledges and agrees that as of the date of this Amendment all conditions to its obligation to close have been satisfied by it or the other party or waived by it except with regard to delivery of a final title insurance commitment consistent with the terms of the Agreement and the documents, instruments, certificates, opinions and payments to be executed and delivered on the date of closing and that neither party has knowledge of any event, circumstance, occurrence or condition, actual or threatened, other than title issues that may arise from continued examination of UCC searches, instruments

or other matters referenced in the title commitment provided to the County that would give it the right to terminate the Agreement or prevent it from executing and making delivery of such documents, instruments, certificates, opinions and payments required for closing.

Section 10. Section 6.03 of the Agreement. With respect to Section 6.03 of the Agreement (Professional Fees; Costs), such Section is clarified, to the extent necessary, so that it is clearly and unequivocally understood that there is no additional payment due from the County to SJSC for consulting services noted in Section 6.03 of the Agreement, that are in excess of \$45,000.00 (forty-five thousand dollars).

Section 11. Section 6.04 of the Agreement. Section 6.04 of the Agreement is deleted in its entirety and is replaced by the following text:

(A) It expressly understood, that the County accepts no liability, and shall not pay, or forward any money, to any individual and/or entity that is associated with the settlement, final disposition, or Court-ordered payment of any lawsuit filed up to the date of closing in which SJSC is a party and which is associated with the negligent performance, or non-performance, or improper performance of the Utility System that occurs up to the closing. Moreover, it is expressly understood that (1) the County accepts no liability, and shall not pay or forward any money to any individual and/or entity for any claim or claims pursued by any individual and/or entity associated with the negligent performance, or non-performance, or improper performance of the Utility System that occurs up to the

closing; (2) the County accepts no liability, and shall not pay or forward any money to any individual and/or entity for any claim or claims pursued by any individual and/or entity associated with any Project that is undertaken by SJSC pursuant to Sections 5(A)(3) and (4) of the Amendment.

(B) It is expressly understood that (1) SJSC accepts no liability, and shall not pay or forward any money to any individual and/or entity for any claim or claims pursued by any individual and/or entity associated with the negligent performance, or non-performance, or improper performance of the Utility System that occurs after the closing; (2) SJSC accepts no liability, and shall not pay or forward any money to any individual and/or entity for any claim or claims pursued by any individual and/or entity associated with any Project unless such Project is undertaken by SJSC pursuant to Sections 5(A)(3) and (4) of the Amendment.

(C) Notwithstanding the foregoing paragraphs (A) and (B), the parties acknowledge and agree that each party will bear its own costs and expense, including the amount of any judgment or settlement, arising out of or relating to any claim, action or lawsuit brought by any third party in any way challenging the Agreement, the performance by the parties of their respective obligations, the transactions contemplated thereunder or the closing of such transactions.

Section 12. Section 6.07(A) of Agreement. Section 6.07(A) of the Agreement is amended by deleting it in its entirety and replacing it with the following text:

“Notwithstanding any other provision contained in this Agreement, this Agreement

may be terminated (i) by mutual written consent of the parties, or (ii) by either party if the transactions contemplated hereby have not closed by February 28, 2006.”

Section 13. Surveys Obtained by County. SJSC will accept and has confirmed with the title insurer that it will accept any survey (otherwise meeting the requirements of Section 4.08 of the Agreement) obtained by or recertified to the County for the purpose of deleting the standard exceptions of title insurance coverage concerning encroachments, overlays, boundary line disputes or any other adverse matter which would be disclosed by an accurate survey dated ninety (90) days or less prior to closing.

Section 14. Execution in Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Effect of Amendment. The parties acknowledge and agree that (a) except as specifically amended by this Amendment, the Agreement is not amended, modified or supplemented, and (b) the Agreement, as amended by this Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the County and SJSC have caused this Amendment to be
duly executed and entered into on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA



By: James E. Bryant
James E. Bryant, Chairman

ATTEST:

CHERYL STRICKLAND, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of St. Johns County, Florida

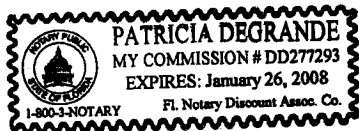
By: Cheryl Strickland
Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by James E. Bryant, as
Chairman of the St. Johns County Board of County Commissioners, who is personally
known to me ~~or has produced~~ _____ ~~as identification and who did/did not take~~
an oath, this 13th day of February 2006.

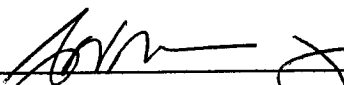
(Affix notarial seal)

Printed Name: Patricia DeGrande
Notary Public of the State of Florida
My commission expires: 01-26-08

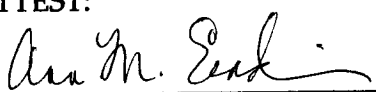


ST. JOHNS SERVICE COMPANY

(SEAL)

By: 
G.W. Whitmire, Jr., President

ATTEST:


Secretary

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by G.W. Whitmire, Jr., as President of the St. Johns Service Company, a Florida corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath, this 10th day of February 2006.

(Affix notarial seal)

Printed Name: Kimberly G. Carman
Notary Public of the State of Florida
My commission expires: October 9, 2009

KIMBERLY G. CARMAN
Notary Public, State of Florida
My comm. exp. Oct. 9, 2009
Comm. No. DD 479612

EXHIBIT 1

AMENDMENT TO APPENDIX A

Appendix A is amended by deleting the list of fee simple parcels set forth in paragraph (b) and replacing such list with the list of fee simple parcels set forth in Schedule A, Exhibit A, of the Chicago Title Insurance Company owners title commitment, number 150507342, a copy of which schedule is attached hereto.

FEE SIMPLE PARCEL 1. Lands described in Warranty Deed from St. Johns Utilities, Inc. to St. Johns Service Company recorded in Official Records Book 538, at Page 58, on May 11, 1982, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 2. Lands described in Warranty Deed from McCormick to St. Johns Service Company recorded in Official Records Book 595, at Page 516, on July 22, 1983, and re-recorded in Official Records Book 599, at Page 460, Public Records of St. Johns County, Florida, LESS AND EXCEPT therefrom any portion of that certain "St. Johns Service Company Parcel" more particularly described as: a part of Government Lot 11, Section 16, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: begin at the northeast corner of said Government Lot 11, said northeast corner also being the northwest corner of the plat of Ponte Vedra Landing, recorded in Map Book 17, Pages 97 through 99, thence South 01 Degrees, 10 Minutes, 34 Seconds East, along the east line of said Government Lot 11 and the west line of said Ponte Vedra Landing, 1291.60 feet to the southeast corner of said Government Lot 11, said corner also being the northeast corner of Government Lot 14 and also the northeast corner of the plat of Marsh Landing at Sawgrass Unit Fourteen, recorded in Map Book 21, Pages 51 through 57; thence South 89 Degrees, 14 Minutes, 06 Seconds West, along the south line of said Government Lot 11 and a north line of said plat of Marsh Landing at Sawgrass Unit Fourteen, 840.51 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 434.83 feet; thence North 89 Degrees, 14 Minutes, 06 Seconds East, parallel with said south line of Government Lot 11, 240.79 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 419.61 feet; thence South 89 Degrees, 14 Minutes, 06 Seconds West, parallel with said south line of Government Lot 11, 232.37 feet; thence North 41 Degrees, 57 Minutes, 21 Seconds West, 40.62 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 404.85 feet to the north line of said Government Lot 11 and also the south line of the plat of Marsh Cove II, recorded in Map Book 27, Pages 57 through 59; thence north 89 Degrees, 07 Minutes, 07 Seconds East, along said north line of Government Lot 11 and said south line of the plat of Marsh Cove II and its easterly prolongation, 858.61 feet, to the northeast corner of said Government Lot 11 and the POINT OF BEGINNING. (Said legal description of the "St. Johns Service Company Parcel" obtained from Degrove Surveyors, Inc. survey dated December 14, 2005, bearing Job No. 2005170 2 5 7).

FEE SIMPLE PARCEL 3. Lands described as "Parcel 6" in Warranty Deed from DeLeon Shores Utility Co. to St. Johns Service Company recorded in Official Records Book 637, at Page 517, on April 12, 1984, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 4. Lands described in Special Warranty Deed from Arvida Corporation to St. Johns Service Company recorded in Official Records Book 638, at Page 889, on April 19, 1984, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 5. Lands described in Warranty Deed from Ponte Vedra Enterprises to St. Johns Service Company recorded in Official Records Book 658, at Page 1220, on October 22, 1984, Public Records of St. Johns County, Florida, LESS AND EXCEPT therefrom any portion of that certain "St. Johns Service Company Parcel" more particularly described as: a part of Government Lot 11, Section 16, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: begin at the northeast corner of said Government Lot 11, said northeast corner also being the northwest corner of the plat of Ponte Vedra Landing, recorded in Map Book 17, Pages 97 through 99, thence South 01 Degrees, 10 Minutes, 34 Seconds East, along the east line of said Government Lot 11 and the west line of said Ponte Vedra Landing, 1291.60 feet to the southeast corner of said Government Lot 11, said corner also being the northeast corner of Government Lot 14 and also the northeast corner of the plat of Marsh Landing at Sawgrass Unit Fourteen, recorded in Map Book 21, Pages 51 through 57; thence South 89 Degrees, 14 Minutes, 06 Seconds West, along the south line of said Government Lot 11 and a north line of said plat of Marsh Landing at Sawgrass Unit Fourteen, 840.51 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 434.83 feet; thence North 89 Degrees, 14 Minutes, 06 Seconds East, parallel with said south line of Government Lot 11, 240.79 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 419.61 feet; thence South 89 Degrees, 14 Minutes, 06 Seconds West, parallel with said south line of Government Lot 11, 232.37 feet; thence North 41 Degrees, 57 Minutes, 21 Seconds West, 40.62 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 404.85 feet to the north line of said Government Lot 11 and also the south line of the plat of Marsh Cove II, recorded in Map Book 27, Pages 57 through 59; thence north 89 Degrees, 07 Minutes, 07 Seconds East, along said north line of Government Lot 11 and said south line of the plat of Marsh Cove II and its easterly prolongation, 858.61 feet, to the northeast corner of said Government Lot 11 and the POINT OF BEGINNING. (Said legal description of the "St. Johns Service Company Parcel" obtained from Degrove Surveyors, Inc. survey dated December 14, 2005, bearing Job No. 2005170 2 5 7).

FEE SIMPLE PARCEL 6. Deleted. There is no Fee Simple Parcel 6 to be conveyed or insured.

FEE SIMPLE PARCEL 7. Lands described in Warranty Deed from Marsh Landing Venture, Ltd. to St. Johns Service Company recorded in Official Records Book 670, at Page

1855, on April 11, 1985, Public Records of St. Johns County, Florida, LESS AND EXCEPT therefrom any portion of that certain "St. Johns Service Company Parcel" more particularly described as: A part of Government Lot 11, Section 16, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: begin at the northeast corner of said Government Lot 11, said northeast corner also being the northwest corner of the plat of Ponte Vedra Landing, recorded in Map Book 17, Pages 97 through 99, thence South 01 Degrees, 10 Minutes, 34 Seconds East, along the east line of said Government Lot 11 and the west line of said Ponte Vedra Landing, 1291.60 feet to the southeast corner of said Government Lot 11, said corner also being the northeast corner of Government Lot 14 and also the northeast corner of the plat of Marsh Landing at Sawgrass Unit Fourteen, recorded in Map Book 21, Pages 51 through 57; thence South 89 Degrees, 14 Minutes, 06 Seconds West, along the south line of said Government Lot 11 and a north line of said plat of Marsh Landing at Sawgrass Unit Fourteen, 840.51 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 434.83 feet; thence North 89 Degrees, 14 Minutes, 06 Seconds East, parallel with said south line of Government Lot 11, 240.79 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 419.61 feet; thence South 89 Degrees, 14 Minutes, 06 Seconds West, parallel with said south line of Government Lot 11, 232.37 feet; thence North 41 Degrees, 57 Minutes, 21 Seconds West, 40.62 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 404.85 feet to the north line of said Government Lot 11 and also the south line of the plat of Marsh Cove II, recorded in Map Book 27, Pages 57 through 59; thence north 89 Degrees, 07 Minutes, 07 Seconds East, along said north line of Government Lot 11 and said south line of the plat of Marsh Cove II and its easterly prolongation, 858.61 feet, to the northeast corner of said Government Lot 11 and the POINT OF BEGINNING. (Said legal description of the "St. Johns Service Company Parcel" obtained from Degrove Surveyors, Inc. survey dated December 14, 2005, bearing Job No. 2005170 2 5 7).

FEE SIMPLE PARCEL 8. Lands described in Warranty Deed from Marsh Landing Venture, Ltd. to St. Johns Service Company recorded in Official Records Book 670, at Page 1856, on April 11, 1985, Public Records of St. Johns County, Florida, LESS AND EXCEPT those lands as described in Special Warranty Deed from St. Johns Service Company to Marsh Landing at Sawgrass Master Association, Inc. recorded in Official Records Book 1778, at Page 1840, on July 1, 2002, said public records.

FEE SIMPLE PARCEL 9. Lands described in Deed from Ponte Vedra Lakes Owners Association, Inc. to St. Johns Service Company recorded in Official Records Book 675, at Page 1471, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 10. Lands described in Deed from Marsh Landing Venture, Ltd. to St. Johns Service Company recorded in Official Records Book 675, at Page 1474, on June 7, 1985, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 11. A portion of the lands described in Special Warranty Deed from Arvida Corporation to St. Johns Service Company recorded in Official Records Book 700, at Page 101, on March 27, 1986, Public Records of St. Johns County, Florida, more particularly described as: a part of the Sebastian Espinosa Grant, Section 39, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: for a POINT OF BEGINNING commence at the Northeast corner of Lot 47, Palm Valley Gardens, Unit Six, recorded in Map Book 5, Page 73 Public Records of said county, said point also being on the southerly right-of-way of a 100 foot Jacksonville Electric Authority easement, recorded in Official Records Volume 264, Page 179 of said county; thence North 80 Degrees, 15 Minutes, 05 Seconds East, along the aforesaid southerly right-of-way line, 677.41 feet; thence South 08 Degrees, 36 Minutes, 52 Seconds East, 625.03 feet; thence South 55 Degrees, 12 Minutes, 22 Seconds East, 55.00 feet to the southeasterly line of Section 39 as in Official Records Book 700, Pages 101 through 103 of said public records; thence South 34 Degrees, 47 Minutes, 38 Seconds West, along said southeasterly line of said Section 39 as in Official Records Book 700, Pages 101 through 103 of said public records, 744.69 feet, to an intersection with the North line of Lot 39 of the aforesaid Palm Valley Gardens Unit Six; thence South 77 Degrees, 54 Minutes, 49 Seconds West, along said northerly line of Lot 39, 131.28 feet to a concrete monument, said monument being the Southeast corner of Lot 40 of said Palm Valley Gardens Unit Six; thence North 12 Degrees, 10 Minutes, 09 Seconds West, along the east line of said Palm Valley Gardens Unit Six, 1200.68 to the POINT OF BEGINNING. (Said legal description obtained from Degrove Surveyors, Inc. survey dated December 5, 2005, bearing Job No. 2005 170-11.

FEE SIMPLE PARCEL 12. Lands described in Warranty Deed from Gene Branscome, an individual to St. Johns Service Company recorded in Official Records Book 728, at Page 1658, on December 22, 1986, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 13. Lands described in Warranty Deed from M.L. Partnership to St. Johns Service Company recorded in Official Records Book 758, at Page 781, on September 25, 1987, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 14. Deleted. There is no Fee Simple Parcel 14 to be conveyed or insured.

FEE SIMPLE PARCEL 15. Lands described in Warranty Deed from M.L. Partnership to St. Johns Service Company recorded in Official Records Book 772, at Page 1272, on February 5,

1988, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 16. Lands described in Special Warranty Deed from Arvida/JMB Partners to St. Johns Service Company recorded in Official Records Book 811, at Page 1073, on February 14, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 17(A). Lands numbered 2 in Special Warranty Deed from Arvida/JMB Partners to St. Johns Service Company recorded in Official Records Book 811, at Page 1076, on February 14, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 17(B). Lands numbered 1 in Special Warranty Deed from Arvida/JMB Partners to St. Johns Service Company recorded in Official Records Book 811, at Page 1076, on February 14, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 17(C). Lands numbered 3 in Special Warranty Deed from Arvida/JMB Partners to St. Johns Service Company recorded in Official Records Book 811, at Page 1076, on February 14, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 18. Lands described in Special Warranty Deed from Association of Tennis Professionals, Inc. to St. Johns Service Company recorded in Official Records Book 812, at Page 491, on February 22, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 19. Lands described in Deed from M.L. Partnership to St. Johns Service Company recorded in Official Records Book 814, at Page 477, on March 15, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 20. Lands described in Deed from M.L. Partnership to St. Johns Service Company recorded in Official Records Book 817, at Page 1205, on April 18, 1989, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 21. Deleted. There is no Fee Simple Parcel 21 to be conveyed or insured.

FEE SIMPLE PARCEL 22. Lands described in Warranty Deed from Marsh Landing Venture, Ltd. to St. Johns Service Company recorded in Official Records Book 951, at Page 360, on July 30, 1992, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 23. Lands described in Warranty Deed from M.L. Partnership to St. Johns Service Company recorded in Official Records Book 995, at Page 1069, on June 9, 1993, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 24. Lands described in Warranty Deed from Fletcher Realty III, Inc. to St. Johns Service Company recorded in Official Records Book 1008, at Page 533, on August 27, 1993, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 25. Lands described in Warranty Deed from Resort Holdings I, Ltd. to St. Johns Service Company recorded in Official Records Book 1026, at Page 1442, on December 15, 1993, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 26. Deleted. There is no Fee Simple Parcel 26 to be conveyed or insured.

FEE SIMPLE PARCEL 27. Lands described in Warranty Deed from Arvida/JMB Partners to St. Johns Service Company recorded in Official Records Book 1079, at Page 1300, on October 31, 1994, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 28. Lands described in Warranty Deed from Fletcher Realty III, Inc. to St. Johns Service Company recorded in Official Records Book 1126, at Page 1097, on August 31, 1995, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 29. Lands described in Warranty Deed from M.L. Partnership to St. Johns Service Company recorded in Official Records Book 1176, at Page 698, on June 5, 1996, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 30. Lands described in Warranty Deed from Jack Selevan, a single man to St. Johns Service Company recorded in Official Records Book 1179, at Page 1693, on June 26, 1996, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 31. Lands described in Warranty Deed from Clearlake Developers, Ltd. to St. Johns Service Company recorded in Official Records Book 1243, at Page 214, on June 2, 1997, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 32. Lands described in Warranty Deed from Fletcher Realty III, Inc. to St. Johns Service Company recorded in Official Records Book 1272, at Page 1600, on October 27, 1997, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 33. Lands described in Warranty Deed from Fletcher Realty III, Inc. to St. Johns Service Company recorded in Official Records Book 1398, at Page 2015, on April 5, 1999, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 34. Lands described in Warranty Deed from Fletcher Realty III, Inc.

to St. Johns Service Company recorded in Official Records Book 1398, at Page 2017, on April 5, 1999, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 35. Deleted. There is no Fee Simple Parcel 35 to be conveyed or insured.

FEE SIMPLE PARCEL 36. Lands described in Special Warranty Deed from PS Partnership to St. Johns Service Company recorded in Official Records Book 1778, at Page 1842, on July 1, 2002, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 37. Lands described in Quit-Claim Deed from M. O. Soforenko, as Guardian for Betty B. Soforenko to St. Johns Service Company recorded in Official Records Book 1102, at Page 668, on April 3, 1995, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 38. Lands described in General Warranty Deed from PS Partnership to St. Johns Service Company recorded in Official Records Book 2441, at Page 506, on May 20, 2005, Public Records of St. Johns County, Florida.

FEE SIMPLE PARCEL 39. Lands described in Special Warranty Deed from Marsh Landing at Sawgrass Master Association, Inc. to St. Johns Service Company recorded in Official Records Book 2456, at Page 911, on June 9, 2005, Public Records of St. Johns County, Florida.

EXHIBIT 2

AMENDMENT TO APPENDIX B

Appendix B is amended by deleting the list of easement parcels set forth in paragraph (c) and replacing such list with the list of easement parcels set forth in Schedule A, Exhibit B, of the Chicago Title Insurance Company owners title commitment, number 150507342, a copy of the current version of which schedule is attached hereto.

EASEMENT PARCEL 1. Deleted. There is no Easement Parcel 1 to be conveyed or insured.

EASEMENT PARCEL 2. Non-exclusive easement described in Grant of Easement from Fletcher Land Corporation in favor of St. Johns Utilities, Inc. and recorded in Official Records Book 450, at Page 281, Public Records of St. Johns County, Florida..

EASEMENT PARCEL 3. Deleted. There is no Easement Parcel 3 to be conveyed or insured.

EASEMENT PARCEL 4. Non-exclusive easement described in Grant of Easement from Robert Charles Enterprises, Inc., in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 480, at Page 410, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 5. Non-exclusive easement described in Grant of Easement from Fletcher Land Corporation in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 480, at Page 412, on January 23, 1981, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 6. Non-exclusive easement described in Grant of Easement from Seacoast Investors, Inc., in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 480, at Page 786, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 7. Non-exclusive easement described in Grant of Easement from Arvida Corporation in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 533, at Page 864, on April 8, 1982, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 8. Non-exclusive easement described in Utility Easement from Arvida Corporation in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 538, at Page 21, on May 11, 1982, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 9. Non-exclusive easement described in Utility Easement from Arvida Corporation in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 538, at Page 25, on May 11, 1982, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 10. Non-exclusive easement described in Utility Easement from Inlet Beach, Unit 8, in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 538, at Page 29, on May 11, 1982, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 11. Non-exclusive easement as described in Utility Easement from Fletcher Land Corporation in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 538, at Page 33, on May 5, 1982, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 12. Non-exclusive easement described in Termination and Grant of Easement from Arvida Corporation in favor of St. Johns Service Company and recorded in Official Records Book 587, at Page 63, on June 2, 1983, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 13. Non-exclusive easement described in Easement from Fletcher Land Corporation in favor of St. Johns Utilities, Inc., and recorded in Official Records Book 605, at Page 458, on September 20, 1983, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 14. Non-exclusive easement described in Grant of Easement from The School Board of St. Johns County, Florida, in favor of St. Johns Service Company and recorded in Official Records Book 630, at Page 474, on March 5, 1984, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 15. Non-exclusive easement described in Easement for Utilities from Arvida Corporation in favor of St. Johns Service Company and recorded in Official Records Book 649, at Page 2001, on July 5, 1984, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 16. Non-exclusive easement described in Easement for Utilities from Southern Condominium Developers, Inc., in favor of St Johns Service Company and recorded in Official Records Book 649, at Page 2009, on July 5, 1984, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 17. Non-exclusive easement described in Utility Easement from Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 659, at Page 1676, on November 8, 1984, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 18. Non-exclusive easement described in Utility Easement from Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 668, at Page 1511, on March 12, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 19. Non-exclusive easement described in Non-Exclusive Easement for Utilities from Arvida Corporation in favor of St. Johns Service Company and recorded in Official Records Book 673, at Page 35, on May 7, 1985, Public Records of St. Johns

County, Florida.

EASEMENT PARCEL 20. Non-exclusive easement described in Easement for Utilities form Southern Condominium Developers, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 673, at Page 39, on May 7, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 21. Non-exclusive easement described in Utility Easement from Marsh Cove, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 673, at Page 43, on May 7, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 22. Non-exclusive easement described in Utility Easement from Marsh Landing Venture, Ltd., Marsh Cove, Ltd., and Southern Condominium Developers, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 675, at Page 1477, on June 7, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 23. Non-exclusive easement described in Utility Easement from M.O. Soforenko and Crane's Lake One Condominium Association, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 675, at Page 1481, on June 7, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 24. Deleted. There is no Easement Parcel 24 to be conveyed or insured.

EASEMENT PARCEL 25. Non-exclusive easement described in Easement for Utilities from Summerhomes Incorporated in favor of St. Johns Service Company and recorded in Official Records Book 684, at Page 1150, on September 18, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 26. Non-exclusive easement describe din Grant of Easement from Solano Woods, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 684, at Page 1849, and as modified by Easement Modification Agreement recorded in Official Records Book 1424, at Page 910, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 27. Non-exclusive easement described in Grant of Easement from Marsh Investments, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 685, at Page 500, on September 26, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 28. Non-exclusive easement described in Utility Easement from

Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 686, at Page 817, on October 8, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 29. Non-exclusive easement described in Utility Easement from M.L. Partnership., in favor of St. Johns Service Company and recorded in Official Records Book 687, at Page 1719, on October 29, 1985, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 30. Non-exclusive easement described in Easement for Utilities from Arvida Corporation in favor of St. Johns Service Company and recorded in Official Records Book 700, at Page 104, on March 27, 1986, as modified by Termination of Utility Easement recorded in Official Records Book 805, at Page 1469, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 31. Non-exclusive easement described in Easement for Utilities from Fletcher Land Corporation in favor of St. Johns Service Company and recorded in Official Records Book 700, at Page 109, on March 27, 1986, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 32. Non-exclusive easement described in Easement for Utilities from Arvida Corporation in favor of St. Johns Service Company and recorded in Official Records Book 701, at Page 1007, on April 15, 1986, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 33. Non-exclusive easement described in Easement for Utilities from Hutton/Conam Realty Investors 5 and Epoch Properties, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 706, at Page 670, on June 4, 1986 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 34 Non-exclusive easement described in Grant of Easement from David Baker General Contractor, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 730, at Page 319, on December 31, 1986 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 35. Non-exclusive easement described in Easement for Utilities from. Multitech Corporation, in favor of St. Johns Service Company and recorded in Official Records Book 733, at Page 208, on January 27, 1987 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 36. Non-exclusive easement described in Easement Agreement

from. P.V. Healthcare Associates in favor of St. Johns Service Company and recorded in Official Records Book 757, at Page 1374, on September 18, 1987 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 37. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 767, at Page 16 on December 11, 1987, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 38. Non-exclusive easement described in Easement for Utilities from Crane's Lake Two Condominium Association, Inc., in favor of St. Johns Service Company and recorded in Official records Book 777, at Page 27, on March 24, 1988, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 39. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 787, at Page 1207, on February 29, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 40. Non-exclusive easement described in grant of Easement from Hidden Lake Village, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 789, at Page 1805, on July 21, 1988, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 41. Non-exclusive easement described in grant of Easement from Coastal Concepts, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 793, at Page 1731, on August 29, 1988, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 42. Non-exclusive easement described in Ingress/Egress Easement from The PGA Tour, Inc. to St. Johns Service Company and recorded in Official Records Book 804, at Page 106, on December 2, 1988, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 43. Non-exclusive easement described in Easement for Access and Utilities from The PGA Tour, Inc., to St. Johns Service Company and recorded in Official Records Book 805, at Page 1454, on December 19, 1988, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 44. Deleted. There is no Easement Parcel 44 to be conveyed or insured. (See Easement Parcel 30)

EASEMENT PARCEL 45. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 806, at Page 1001, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 46. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 807, at Page 633, on January 3, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 47. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 810, at Page 1480, on February 6, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 48. Non-exclusive easement described in Easement for Utilities from Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 810, at Page 1483, on February 6, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 49. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 811, at Page 1079, on February 14, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 50. Non-exclusive easement described in Nina Court Force Main Agreement (reroute) by Arvida/JMB Partner in favor of St. Johns Service Company and recorded in Official Records Book 812, at Page 55, on February 21, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 51. Non-exclusive easement described in Utility Easement from M.L. Partnership in favor of St. Johns Service Company and recorded in 814, at Page 124 on March 14, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 52. Non-exclusive easement described in Utility Easement from M.L. Partnership in favor of St. Johns Service Company and recorded in 814, at Page 347 on March 15, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 53. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in 820, at

Page 1429 on May 23, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 54. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in 825, at Page 1592 on July 14, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 55. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in 830, at Page 31 on August 29, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 56. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in 830, at Page 34 on August 29, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 57. Non-exclusive easement described in Easement for Utilities from Marsh Pointe Limited Partnership in favor of St. Johns Service Company and recorded in 833, at Page 5 on September 28, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 58. Non-exclusive easement described in Easement for Utilities from Association of Tennis Professionals, Inc. in favor of St. Johns Service Company and recorded in 841, at Page 94 on December 19, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 59. Non-exclusive easement described in Easement for Utilities from Association Arvida/JMB Partners in favor of St. Johns Service Company and recorded in 841, at Page 97 on December 19, 1989, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 60. Non-exclusive easement described in Partial Release of Easements, Reservation of Easements and Amendment to Covenants and Restrictions from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 853, at Page 1229, on May 1, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 61. Non-exclusive easement described in Relocation of Easements, and Amendments of Covenants and Restrictions from M.L. Partnership in favor of St. Johns Service Company and recorded in Official records Book 854, at Page 708, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 62. Non-exclusive easement described in Easement and Agreement for Effluent Disposal from Arvida/JMB Partners and Tournament Players Club at Sawgrass,

Inc., in favor of St. Johns Service Company and recorded in Official Records Book 860, at Page 293, on June 20, 1990, Public records of St. Johns County, Florida.

EASEMENT PARCEL 63. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official records Book 863, at Page 843, on July 23, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 64. Non-exclusive easement described in Sanitary Sewer Easement Agreement from First Hotel Investment Company in favor of St. Johns Service Company and recorded in Official Records Book 863, at Page 846, on July 23, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 65. Non-exclusive easement described in Water Line Easement Agreement from First Hotel Investment Company in favor of St. Johns Service Company and recorded in Official Records Book 863, at Page 851, on July 23, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 66. Non-exclusive described in Grant of Easement from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 863, at Page 855, on July 23, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 67. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 863, at Page 856, on July 23, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 68. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 863, at Page 859, on July 23, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 69. Non-exclusive easement described in Easement for Utilities from Marsh Landing Venture, Ltd. in favor of St. Johns Service Company and recorded in Official Records Book 867, at Page 236, August 27, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 70. Non-exclusive easement described in Easement for Utilities from PMW Hammock, Inc. in favor of St. Johns Service Company and recorded in Official Records Book 867, at Page 495, August 28, 1990, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 71. Non-exclusive easement described in Easement for Utilities

from PGA Tour, Inc. in favor of St. Johns Service Company and recorded in Official Records Book 881, at Page 562, January 10, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 72. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 882, at Page 814, on January 24, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 73. Non-exclusive easement described in Easement for Utilities from James E. Ross and Cynthia S. Ross, two individuals, in favor of St. Johns Service Company and recorded in Official Records Book 890, at Page 1489, on April 15, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 74. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official records Book 890, at Page 1492, on April 15, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 75. Non-exclusive easement described in Easement for Utilities St. Johns County School Board in favor of St. Johns Service Company and recorded in Official Records Book 908, at Page 1132, on September 16, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 76. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 909, at Page 555 on September 20, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 77. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 912, at Page 1721 on October 25, 1991, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 78. Non-exclusive easement described in Easement for Utilities from Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 928, at Page 976, on March 2, 1992, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 79. Non-exclusive easement described in Easement for Utilities

from PGA Tour, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 928, at Page 979, on March 2, 1992, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 80. Non-exclusive easement described in Easement for Utilities from PGA Tour, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 928, at Page 982, on March 2, 1992, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 81. Non-exclusive easement described in Utility Easement from LAF-TJF IV, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 937, at Page 59 on April 21, 1992, Public Records of St. Johns County, Florida; less subsequent Partial Termination of Utility Easement recorded in Official Records Book 1254, at Page 1699, and rerecorded in Official records Book 1266, at Page 1319, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 82. Non-exclusive easement described in Easement for Utilities from Hidden Oaks Homes, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 945, at Page 823 on June 17, 1992, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 83. Non-exclusive easement described in Easement for Utilities from Hidden Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 951, at Page 362 on July 30, 1992, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 84. Non-exclusive easement described in Sewer Utility Easement from Ponte Vedra Apartments, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 992, at Page 623, on May 18, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 85. Non-exclusive easement described in Water Utility Easement from Ponte Vedra Apartments, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 992, at Page 626, on May 18, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 86. Non-exclusive easement described in grant of Easement from The Board of County Commissioners of St. Johns County in favor of St. Johns Service Company and recorded in Official Records Book 1000, at Page 489, on July 6, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 87. Non-exclusive easement described in Easement for Utilities from The Corner at Ponte Vedra, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 1007, at Page 1234, on August 24, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 88. Non-exclusive easement described in Easement for Utilities from Healthcare Management Services, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1007, at Page 1238, on August 24, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 89. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1008, at Page 534, on August 27, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 90. Deleted. There is no Easement Parcel 90 to be conveyed or insured.

EASEMENT PARCEL 91. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 1017, at Page 599, on October 22, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 92. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1017, at Page 602, on October 22, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 93. Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 1017, at Page 605, on October 22, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 94. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1027, at Page 165, on December 17, 1993, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 95. Non-exclusive easement described in Easement for Utilities

from Fletcher Land Corporation in favor of St. Johns Service Company and recorded in Official Records Book 1033, at Page 1064, on January 1, 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 96. Non-exclusive easement described in Easement for Utilities from Southtrust of Florida, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1039, at Page 780, on February 23, 1994 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 97. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1043, at Page 706, on March 17, 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 98. Non-exclusive easement described in Easement for Utilities from Ponte Vedra Equities, Inc. in favor of St. Johns Service Company and recorded in Official Records Book 1054, at Page 948, on May 19, 1994 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 99. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1069, at Page 153, on August 18, 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 100. Non-exclusive easement described in Easement for Utilities from Jacks Properties Limited Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1071, at Page 1339, on September 7, 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 101. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1073, at Page 277 on September 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 102. Non-exclusive easement described in Easement for Utilities from Marsh Cove, Ltd., II in favor of St. Johns Service Company and recorded in Official Records Book 1073, at Page 280, on September 15, 1994, and rerecorded in Official Records Book 2046, at Page 70, on September 15, 2003, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 103. Non-exclusive easement described in Easement for Utilities

from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1073, at Page 564 on September 16, 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 104.Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc, on favor of St. Johns Service Company and recorded in Official Records Book 1073, at Page 568 on September 16, 1994, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 105.Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 1091, at Page 1482, on January 1, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 106.Non-exclusive easement described in Easement for Utilities from Jacks Properties Limited Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1096, at Page 623, on February 22, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 107.Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1101, at Page 822, on March 28, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 108.Non-exclusive easement described in Easement for Utilities from Village Professional Center, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1106, at Page 1330, on May 2, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 109.Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1108, at Page 1013, on May 12, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 110.Non-exclusive easement described in Easement for Utilities from Arvida/JMB Partners in favor of St. Johns Service Company and recorded in Official Records Book 1108, at Page 1019, on May 12, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 111.Non-exclusive easement described in Easement for Utilities

from PGA Tour, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1115, at Page 1823, on June 29, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 112. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1126, at Page 1092, on August 31, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 113. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1129, at Page 280, on September 15, 1995, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 114. Non-exclusive easement described in Easement for Utilities from John Powers recorded in Official Records Book 2640, at Page 1620, on February 10, 2006, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 115. Non-exclusive easement described in Easement for Utilities M.L. Partnership, in favor of St. Johns Service Company and recorded in Official Records Book 1176, at Page 696, on June 5, 1996, Public Records of St. Johns County, Florida; and re-recorded on September 15, 2003 in Official Records Book 2046, at Page 67, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 116. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1191, at Page 1534, on August 22, 1996, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 117. Non-exclusive easement described in Easement for Utilities from Windrose Apartments Limited Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1211, at Page 378, on December 12, 1996 Public Records of St. Johns County, Florida.

EASEMENT PARCEL 118. Non-exclusive easement described in Easement for Utilities from Stokes-McCray, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1228, at Page 1835, on March 20, 1997, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 119. Non-exclusive easement described in Easement for

Utilities from St. Johns Boardwalk Investments, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 1243, at Page 219, on June 2, 1997, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 120. Non-exclusive easement described in Easement for Utilities from Clearlake Developers, Ltd., favor of St. Johns Service Company and recorded in Official Records Book 1243, at Page 223, on June 2, 1997, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 121. Non-exclusive easement described in Easement for Utilities from Fletcher Realty III, Inc., favor of St. Johns Service Company and recorded in Official Records Book 1256, at Page 465, on August 6, 1997, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 122. Non-exclusive easement described in Wet Weather Discharge Easement by Sawgrass Players Club Association in favor of St. Johns Service Company and recorded in Official Records Book 1261, at Page 690, on September 2, 1997, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 123. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1272, at Page 1594, on October 27, 1997, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 124. Non-exclusive easement described in Easement for Utilities from Marlin & A-1-A in favor of St. Johns Service Company and recorded in Official Records Book 1310, at Page 1123, on April 13, 1998, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 125. Non-exclusive easement described in Easement for Utilities from Seven Mile Drive Homeowners Association, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1339, at Page 1444 on August 7, 1998, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 126. Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1352, at Page 1682 on October 1, 1998, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 127. Non-exclusive easement described in Easement for Utilities

from Meridian Management Corporation in favor of St. Johns Service Company and recorded in Official Records Book 1378, at Page 475 on January 13, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 128.Non-exclusive easement described in Easement for Utilities from Beaches Eye Associates and Derm Partners, Inc. in favor of St. Johns Service Company and recorded in Official Records Book 1380, at Page 1189 on January 25, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 129.Non-exclusive easement described in Easement for Utilities from Fletcher Realty, III, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1380, at Page 1196 on January 25, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 130.Non-exclusive easement described in Storm Drainage Easement from Tournament Players Club at Sawgrass, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1383, at Page 1142, on February 4, 1999 Public Records of St. Johns County, Florida, and re-recorded in Official Records Book 1388, at Page 947, on February 24, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 131.Non-exclusive easement described in Easement for Utilities from Beaches Eye Associates and Derm Partners, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1398, at Page 2019, on April 5, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 132.Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1407, at Page 1744, on May 6, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 133.Non-exclusive easement described in Easement for Utilities from G & G Ponte Vedra, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 1407, at Page 1748, on May 6, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 134.Non-exclusive easement described in Easement for Utilities from G & G Ponte Vedra, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 1407, at Page 1751, on May 6, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 135. Non-exclusive easement described in Easement for Utilities from Clearlake Developers, Ltd in favor of St. Johns Service Company and recorded in Official Records Book 1407, at Page 1755, on May 6, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 136. Deleted. There is no Easement Parcel 136 to be conveyed or insured. (See Easement Parcel 26.)

EASEMENT PARCEL 137. Non-exclusive easement described in Discharge Easement from Marsh Landing at Sawgrass Master Association, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1424, at Page 1055, on July 8, 1999, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 138. Non-exclusive easement described in Easement for Utilities from Estates development of PV, Inc., and Marsh Landing at Sawgrass Homeowners Association, II, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1467, at Page 1341, on January 1, 2000, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 139. Non-exclusive easement described in Easement for Utilities from M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1577, at Page 1552, on March 20, 2001, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 140. Non-exclusive easement described in Easement for Utilities from Clearlake Developers, Ltd. to James M. Thomas and Patricia C. Thomas, husband and wife, and Carter L. Quillen, and recorded in Official Records Book 1486, at Page 1412, on April 6, 2000, Public Records of St. Johns County, Florida, and assigned to St. Johns Service Company by virtue of Assignment of Easement recorded in Official Records Book 1591, at Page 1518, on April 24, 2001, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 141. Non-exclusive easement described in Grant of Non-exclusive Utility Easement from Goldcon Enterprises in favor of St. Johns Service Company and recorded in Official Records Book 1708, at Page 1230, on January 25, 2002, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 142. Non-exclusive easement described in Grant of Non-exclusive Utility Easement from Conk, Duch, Miller and Assoc., Inc. in favor of St. Johns Service Company and recorded in Official Records Book 1708, at Page 1238, on January 25, 2002, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 143.Non-exclusive easement described in Grant of Non-exclusive Utility Easement from Goldcon Enterprises, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 1708, at Page 1249, on January 25, 2002, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 144.Non-exclusive easement described in Utility Easement PS Partnership and M.L. Partnership in favor of St. Johns Service Company and recorded in Official Records Book 1831, at Page 875, on October 15, 2002, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 145.Non-exclusive easement described in Easement for Utilities from Ponte Vedra AmSouth Building, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 1834, at Page 53, on October 22, 2002, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 146.Non-exclusive easement described in Easement for Utilities from Ponte Vedra Corporation., in favor of St. Johns Service Company and recorded in Official Records Book 1914, at Page 1261, on March 17, 2003, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 147.Non-exclusive easement described in Easement for Utilities from Fletcher Land Corporation and Emma Properties., in favor of St. Johns Service Company and recorded in Official Records Book 1930, at Page 760, on April 10, 2003, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 148.Non-exclusive easement described in Easement for Utilities from Bolles/Ponte Vedra, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 2082, at Page 1285, on November 5, 2003, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 149.Non-exclusive easement described in Grant of Easement from Solano Woods, Inc., in favor of St. Johns Service Company and recorded in Official Records Book 2164, at Page 813, on March 26, 2004, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 150.Non-exclusive easement described in of Easement for Utilities by M.L. Partnership, in favor of St. Johns Service Company and recorded in Official Records Book 8635, at Page 609, on June 3, 1997, Public Records of Duval County, Florida.

EASEMENT PARCEL 151.Non-exclusive easement described in Utility Easement from P.S.

Partnership, in favor of St. Johns Utilities, Inc. and recorded in Official Records Book 2493, at Page 123 on July 25, 2005, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 152.Non-exclusive easement described in Utility Easement from M.L. Partnership, in favor of St. Johns Service Company and recorded in Official Records Book 689, at Page 2094, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 153.Non-exclusive easement described in Access and Utility Easement from Marsh Landing Venture, Ltd., in favor of St. Johns Service Company and recorded in Official Records Book 689, at Page 2097, Public Records of St. Johns County, Florida.

EASEMENT PARCEL 154.Non-exclusive easement(s) described in easement agreement required in Schedule B, Section I hereof (relative to Marsh Landing Wastewater Treatment Plan and DeLeon Pump Station).

EXHIBIT 3

AMENDMENT TO APPENDIX C

Additions: Appendix C is amended by inserting the following assets or correcting the description of the following assets:

PLAYERS CLUB SURPLUS WWTP:

A PART OF THE SEBASTIAN ESPINOSA GRANT, SECTION 39, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF LOT 47, PALM VALLEY GARDENS, UNIT 6, AS RECORDED IN MAP BOOK 5, PAGE 73 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100.00 FOOT JEA EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 264, PAGE 179 OF SAID PUBLIC RECORDS; THENCE NORTH 80°15'05" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JEA EASEMENT, A DISTANCE OF 677.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80°15'05" EAST, ALONG SAID EASEMENT, A DISTANCE OF 700.00 FEET; THENCE SOUTH 35°53'09" WEST, ALONG THE SOUTHEASTERLY LINE OF SECTION 39 BY POSSESSION, A DISTANCE OF 755.21 FEET; THENCE SOUTH 34°47'38" WEST, ALONG SAID SECTION 39 BY POSSESSION, A DISTANCE OF 190.00 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 55°12'22" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 08°36'52" WEST, A DISTANCE OF 625.03 FEET TO THE POINT OF BEGINNING.

DELEON WASTEWATER TREATMENT PLANT OVERALL:

A PART OF GOVERNMENT LOT 6, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAILFISH DRIVE AS SHOWN ON DELEON SHORES UNIT THREE, AS RECORDED IN MAP BOOK 12, PAGE 36 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°15'00" EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 276.45 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 6; THENCE SOUTH 89°48'41" WEST, A DISTANCE OF 277.16 FEET TO A POINT ON A 60.00 FOOT DRAINAGE UTILITY AND SEWER EASEMENT, AS RECORDED ON THE DELEON SHORES UNIT FOUR, MAP BOOK 12, PAGE 96 OF SAID PUBLIC RECORDS; THENCE NORTH 01°07'24" WEST, ALONG SAID LINE, A DISTANCE OF 933.89 FEET, THENCE NORTH 89°45'00" EAST, ALONG THE SOUTH LINE OF LOTS 4 AND 5 OF

SAID SUBDIVISION, A DISTANCE OF 351.39 FEET; THENCE SOUTH 00°15'00" EAST, ALONG THE WEST LINE OF SAID DELEON SHORES UNIT THREE, A DISTANCE OF 657.86 FEET TO A POINT ON THE NORTH LINE OF SAILFISH DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°45'00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

MARSH LANDING SURPLUS WWTP:

A PART OF GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PONTE VEDRA LANDING, RECORDED IN MAP BOOK 17, PAGES 97 THROUGH 99, THENCE SOUTH 01 DEGREES, 10 MINUTES, 34 SECONDS EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 11 AND THE WEST LINE OF SAID PONTE VEDRA LANDING, 1291.60 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF GOVERNMENT LOT 14 AND ALSO THE NORTHEAST CORNER OF THE PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57; THENCE SOUTH 89 DEGREES, 14 MINUTES, 06 SECONDS WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 11 AND A NORTH LINE OF SAID PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, 840.51 FEET; THENCE NORTH 01 DEGREES, 10 MINUTES, 34 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 434.83 FEET; THENCE NORTH 89 DEGREES, 14 MINUTES, 06 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 240.79 FEET; THENCE NORTH 01 DEGREES, 10 MINUTES, 34 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 419.61 FEET; THENCE SOUTH 89 DEGREES, 14 MINUTES, 06 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 232.37 FEET; THENCE NORTH 41 DEGREES, 57 MINUTES, 21 SECONDS WEST, 40.62 FEET; THENCE NORTH 01 DEGREES, 10 MINUTES, 34 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 404.85 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 11 AND ALSO THE SOUTH LINE OF THE PLAT OF MARSH COVE II, RECORDED IN MAP BOOK 27, PAGES 57 THROUGH 59; THENCE NORTH 89 DEGREES, 07 MINUTES, 07 SECONDS EAST, ALONG SAID NORTH LINE OF GOVERNMENT LOT 11 AND SAID SOUTH LINE OF THE PLAT OF MARSH COVE II AND ITS EASTERLY PROLONGATION, 858.61 FEET, TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11 AND THE POINT OF BEGINNING. (SAID LEGAL DESCRIPTION OF THE "ST. JOHNS SERVICE COMPANY PARCEL" OBTAINED FROM

DEGROVE SURVEYORS, INC. SURVEY DATED DECEMBER 14, 2005, BEARING JOB NO. 2005170 2 5 7).

Deletions: Appendix C is amended by deleting the following assets:

1. Item (C)), the off-site leasehold interests and offices located at 135 Ponte Vedra Drive, Overlook Building, Suite 104, Ponte Vedra Beach, Florida, used by SJSC to house its executive and customer service operations, which are the subject of that certain agreement by and between SJSC and PVBONE, Inc. made as of the 31st day of March 2004, which will be assigned to the County.

2. The Personal Property set forth in Exhibit B and inserting in lieu thereof the personal property located at 135 Marsh Landing Parkway, Ponte Vedra Beach, Florida described as follows:

Mr. Whitmire's Office

Hugo Desk and Credenza
2 Hugo Wood and Suede Arm Chairs
Hugo Sofa Table
Hugo Wood and Glass Bookcase
Hugo Leather Executive Chair
Sony Vaio Laptop
Hewlett Packard 2175 Desk Jet Printer
ACER Portable Hard Drive
Shrimp Boat Painting

Mr. Whitmire's Secretarial Area

Secretarial Desk
Secretarial Chest of Drawers
Secretarial End Table and Lamp
Secretarial Blue Sofa and Chair
Secretarial Task Chair
Sailboat Painting

Kitchen

Haier Mini-Refrigerator
Tan Metal Storage Cabinet

Conference Room

Conference Room Table and 8 Arm Chairs

Credenza

Mr. Holeves Office

Maple Desk and Credenza
Teak Bookcase

Ms. Eadie's Office

A Open PC with Keyboard, Monitor and Mouse
Helwett Packard Laserjet 4L
2 Four Drawer Metal Lateral File Cabinets
2 Wooden Arm Chairs (Mauve/Blue)

Vacant Office

Wood and Brass Oval Shaped End Table

File Area

St. Johns Service Company Documents and associated Filing Cabinets

Billing Area

1 Fire King 4 Drawer Metal File Cabinet
IKON Copier – Equipment #3031H
Panasonic Plain Paper Fax

EXHIBIT 4

DESCRIPTION OF PROJECTS

[This document is nearly complete and is being finalized by the County and SJSC and their respective consultants, and upon finalization will be attached to the Amendment]

EXHIBIT 5

R&R ESCROW AGREEMENT FORM

ESCROW AGREEMENT

Escrow Agreement dated as of the effective date (the "Effective Date") set forth on schedule 1 attached hereto ("Schedule 1") by and among the purchaser identified on Schedule 1 (the "Purchaser"), the seller identified on Schedule 1 (the "Seller") and J.P. Morgan Trust Company, as escrow agent hereunder (the "Escrow Agent").

WHEREAS, the Purchaser and the Seller have agreed to deposit in escrow certain funds and wish such deposit to be subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment.** The Purchaser and Seller hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Escrow Fund.** Simultaneous with the execution and delivery of this Escrow Agreement, the Seller is depositing with the Escrow Agent the sum indicated as the escrow deposit on Schedule 1 (the "Escrow Deposit"). The Escrow Agent shall hold the Escrow Deposit and, subject to the terms and conditions hereof, shall invest and reinvest the Escrow Deposit and the proceeds thereof (the "Escrow Fund") as directed in Section 3.
3. **Investment of Escrow Fund.** During the term of this Escrow Agreement, the Escrow Fund shall be invested and reinvested by the Escrow Agent in a trust account with J.P. Morgan Trust Company, N.A. or such other investments as shall be directed in writing by the Purchaser and the Seller and as shall be acceptable to the Escrow Agent. Such written instructions, if any, referred to in the foregoing sentence shall specify the type and identity of the investments to be purchased and/or sold and will be executed through JPMorgan Fleming Asset Management (JPMFAM), in the investment management division of JPMorgan Chase. Subject to principles of best execution, transactions are effected on behalf of the Escrow Fund through broker-dealers selected by JPMFAM. In this regard, JPMFAM seeks to attain the best overall result for the Escrow Fund, taking into consideration quality of service and reliability. An agency fee will be assessed in connection with each transaction. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent shall have no liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this contract or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Fund. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder. Receipt, investment and reinvestment of the Escrow Deposit shall be confirmed by Escrow Agent as soon as practicable by account statement, and any discrepancies in any such account statement shall be noted by Purchaser and Seller to Escrow Agent within 30 calendar days after receipt thereof. Failure to inform Escrow Agent in writing of any discrepancies in any such account statement within said 30-day period shall conclusively be deemed confirmation of such account statement in its entirety.
4. **Disposition and Termination.** The Escrow Agent shall deliver the Escrow Fund upon, and pursuant to, the joint written instructions of Purchaser and Seller. Upon delivery of the Escrow Fund by the Escrow Agent, this Escrow Agreement shall terminate, subject to the provisions of Section 8.

This document contains information that is confidential and the property of JPMorgan Chase Bank. It may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by JPMorgan Chase Bank. © JPMorgan Chase Bank 2004. All Rights Reserved.

5. **Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Fund. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Purchaser or Seller. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. The Escrow Agent may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The parties hereto other than the Escrow Agent agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. **Succession.** The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving 10 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of the Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act. Escrow Agent's sole responsibility after such 10-day notice period expires shall be to hold the Escrow Deposit (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate. If the other parties hereto have failed to appoint a successor escrow agent prior to the expiration of ten (10) days following receipt of the notice of resignation, the Escrow may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

7. **Fees.** The Purchaser and Seller agree jointly and severally to (i) pay the Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing shall be as described in Schedule 3 attached hereto, and (ii) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Escrow Agreement.

8. **Indemnity.** The Purchaser, to the extent permitted by law, and the Seller shall jointly and severally indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (the "indemnitees") from and against any and all loss, liability or expense (including the fees and expenses of in house or outside counsel and experts and their staffs and all expense of document location, duplication and shipment) arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, except in the case of any indemnitee to the extent that such loss, liability or expense is finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of such indemnitee, or (ii) its following any instructions or other directions from the Purchaser or the Seller, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement. The parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in the Escrow Fund for the payment of any claim for indemnification, compensation, expenses and amounts due hereunder.

9. **TINs. Tax Matters.** The Purchaser and the Seller each represent that its correct Taxpayer Identification Number ("TIN") assigned by the Internal Revenue Service ("IRS") or any other taxing authority is set forth on the signature page hereof. In addition, all interest or other income earned under the Escrow Agreement shall be allocated and/or paid as directed in a joint written direction of the Purchaser and the Seller and reported by the recipient to the Internal Revenue Service or any other taxing authority. Notwithstanding such written directions, Escrow Agent shall report and, as required, withhold any taxes as it determines may be required by any law or regulation in effect at the time of the distribution. In the absence of timely direction, all proceeds of the Escrow Fund shall be retained in the Escrow Fund and reinvested from time to time by the Escrow Agent as provided in Section 3. In the event that any earnings remain undistributed at the end of any calendar year, Escrow Agent shall report to the Internal Revenue Service or such other authority such earnings as it deems appropriate or as required by any applicable law or regulation or, to the extent consistent therewith, as directed in writing by the Purchaser and the Seller. In addition, Escrow Agent shall withhold any taxes it deems appropriate and shall remit such taxes to the appropriate authorities. Any tax returns or reports required to be prepared and filed on behalf of or by the Escrow Fund will be prepared and filed by the Purchaser or the Seller, as applicable, and the Escrow Agent shall have no responsibility for the preparation and/or filing or any tax return with respect to any income earned by the Escrow Fund. In addition, any tax or other payments required to be made pursuant to such tax return or filing will be paid by the Purchaser or Seller, as appropriate. Escrow Agent shall have no responsibility for such payment unless directed to do so by the appropriate authorized party.

10. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received: (i) upon delivery if delivered personally or upon confirmed transmittal if by facsimile; (ii) on the next Business Day (as hereinafter defined) if sent by overnight courier; or (iii) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule 1 or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested. Notwithstanding the above, in the

case of communications delivered to the Escrow Agent pursuant to (ii) and (iii) of this Section 10, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth on Schedule 1 is authorized or required by law or executive order to remain closed.

11. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement, as indicated in Schedule 1 attached hereto), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto ("Schedule 2"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified in Schedule 2, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any one or more of your executive officers ("Executive Officers"), which shall include for the Purchaser the titles of County Administrator and Finance Director, and for the Seller the titles of President and _____, as the Escrow Agent may select. Such "Executive Officer" shall deliver to the Escrow Agent a fully executed Incumbency Certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Purchaser or the Seller to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

12. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of Florida. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Florida. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Escrow Agreement may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

13. **Compliance with Court Orders.** In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth in Schedule 1.

Tax Certification: Taxpayer ID#: _____

Customer is a (check one):

Corporation Municipality Partnership Non-profit or Charitable Org
 Individual REMIC Trust Other _____

Under the penalties of perjury, the undersigned certifies that:

- (1) the entity is organized under the laws of the United States;*
- (2) the number shown above is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it); and*
- (3) it is not subject to backup withholding because: (a) it is exempt from backup withholding or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding.*

(If the entity is subject to backup withholding, cross out the words after the (3) above.)

Investors who do not supply a tax identification number will be subject to backup withholding in accordance with IRS regulations.

Note: The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PURCHASER

Signature: _____

Printed Name: _____

Tax Certification: Taxpayer ID#: _____

Customer is a (check one):

Corporation Municipality Partnership Non-profit or Charitable Org
 Individual REMIC Trust Other _____

Under the penalties of perjury, the undersigned certifies that:

- (1) *the entity is organized under the laws of the United States;*
- (2) *the number shown above is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it); and*
- (3) *it is not subject to backup withholding because: (a) it is exempt from backup withholding or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding.*

(If the entity is subject to backup withholding, cross out the words after the (3) above.)

Investors who do not supply a tax identification number will be subject to backup withholding in accordance with IRS regulations.

Note: The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SELLER

Signature: _____

Printed Name: _____

J.P. Morgan Trust Company, N.A., as Escrow Agent

By: _____

Name: _____

Title: _____

Schedule 1

Effective Date:

Name of Purchaser:

Purchaser Notice Address:

Purchaser TIN:

Wiring Instructions:

Name of Seller:

Seller Notice Address:

Seller TIN:

Wiring Instructions:

Escrow Deposit: \$

Escrow Agent notice address: J.P. Morgan Trust Company, N.A.
Institutional Trust Services
10151 Deerwood Park Boulevard
Building 400, 5th Floor
Jacksonville, Florida 32256
Attention: Rhonda N. Caraway
Fax No.: 904-620-6057

Schedule 2

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Purchaser:

	<u>Name</u>	<u>Telephone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

If to Seller:

	<u>Name</u>	<u>Telephone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

Telephone call-backs shall be made to each Purchaser and Seller if joint instructions are required pursuant to this Escrow Agreement.

Schedule 3

Escrow Agent's Compensation:

EXHIBIT 6

CLAIMANTS

1. Jean Loijoi, 101 Dolphin Boulevard, Ponte Vedra Beach, Florida, arising out of sewage backup on August 2, 2005.
2. Gloria Rivera, 103 Dolphin Boulevard, Ponte Vedra Beach, Florida, arising out of sewage backup on August 2, 2005.
3. Marc and Mary Ann Crawford 24237 Moss Creek Lane, St. Johns County, Florida, arising out of sewage backup on September 6, 2004.

EXHIBIT 7

SEPARATE ACCOUNT ESCROW AGREEMENT FORM

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into between St. Johns Service Company (the "Company"), St. Johns County (the "County") and Foley & Lardner LLP, whose address is One Independent Drive, Suite 1300, Jacksonville, Florida, 32202 ("Escrow Agent").

WHEREAS, three of the Company's customers, (i) Marc and Ann Crawford (collectively "Crawford"), 24237 Moss Creek Lane, Ponte Vedra Beach, St. Johns County, Florida, (ii) Jean Loijoi ("Loijoi"), 101 Dolphin Boulevard, Ponte Vedra Beach, St. Johns County, Florida and (iii) Gloria Rivera ("Rivera"), 103 Dolphin Boulevard, Ponte Vedra Beach, St. Johns County, Florida, suffered damage to their residences caused by the sewer system owned by Company on September 6, 2004 (the Crawfords) and August 2, 2005 (Loijoi and Rivera) respectively; and

WHEREAS, Company hereby certifies that it has insurance to cover such occurrences with American Alternative Insurance Corporation and Arch Insurance Company (collectively, the "Insurance Companies"); and

WHEREAS, Company desires to assure Crawford, Loijoi and Rivera (each a "Claimant" and together the "Claimants") that they will be paid the amounts they are legally entitled to receive.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Escrow

A. Escrow Agent agrees to hold the funds in the amount of \$1,128,000 (the "Escrow Deposit") in escrow subject to the terms and conditions contained in this Escrow Agreement, that certain Agreement to Purchase Water and Wastewater Assets by and between the Company and the County, as amended by that certain Amendment to Agreement to Purchase Water and Wastewater Assets (the "Amendment" and collectively the "Purchase Agreement"), and Company's insurance policy issued by the Insurance Companies (the "Documents"). The funds are to be used solely to pay the difference, if any, between the amount one or both the Insurance Companies pays the Claimants and the amount they are legally entitled to receive. Escrow Agent shall not disburse any funds until directed to do so by the Company and in accordance with the procedure therefor set forth in the Purchase Agreement in Section 6 of the Amendment.

B. Unless otherwise provided for in this Escrow Agreement or any addendum hereto, Escrow Agent shall disburse the Escrow Deposit without interest or other accumulation in value as directed by the Company and in accordance with the procedure therefor set forth in the Purchase Agreement.

C. Escrow Agent shall not be deemed to have knowledge of any matter or thing, except the terms of the Purchase Agreement, unless and until Escrow Agent has actually

received written notice of such matter or thing and Escrow Agent shall not be charged with any constructive notice whatsoever.

D. In the event instructions from the Company would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from taking any action until it receives payment for such costs from the Company.

E. Each of the Company and the County acknowledges and agrees that nothing in this Escrow Agreement shall prohibit Escrow Agent from (1) serving in a similar capacity on behalf of others or (2) acting in the capacity of attorneys for one or more party in connection with any matter.

II. Release of Escrow Deposit

A. Escrow Agent agrees to release the Escrow Deposit in accordance with the terms and conditions of this Escrow Agreement and the Purchase Agreement.

B. In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from the Company, the County or from third persons with respect to the Escrow Deposit or any other sums or things which may be held hereunder, which, in its sole opinion, are in conflict with any provision of this Escrow Agreement and the Purchase Agreement, Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by the Company and the County or by a final order or judgment of a court of competent jurisdiction.

C. If all or any portion of the Escrow Deposit delivered to Escrow Agent is in the form of a check or in any other form other than cash, Escrow Agent shall deposit same as required but shall not be liable for the nonpayment thereof nor responsible to enforce collection thereof. If such check or other instrument other than cash representing the Escrow Deposit is returned to Escrow Agent unpaid, Escrow Agent shall notify the Company and the County for further instructions.

III. Liability of Escrow Agent

A. It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrow Deposit and for the disposition of same in accordance with this Escrow Agreement and the Purchase Agreement. Company and the County, to the extent permitted by law, each hereby indemnifies Escrow Agent and holds it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement or which may result from Escrow Agent's following of instructions from Company and the County, and in connection therewith, indemnifies Escrow Agent against any and all expenses, including attorneys' fees and the cost of defending any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Escrow Agent shall be vested with a lien on the Escrow Deposit held hereunder which is deliverable to Company under the terms of this Escrow Agreement and the

Purchase Agreement, for indemnification, attorneys' fees, court costs arising from any suit, interpleader or otherwise, or other expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between Company and the County and/or any third party as to the correct interpretation of this Escrow Agreement, and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instruments aforesaid and without the necessity of instituting any action, suit or proceeding, to hold the Escrow Deposit until and unless said additional expenses, fees and charges shall be fully paid.

B. It is further agreed that Escrow Agent shall have the right to utilize the services of Foley & Lardner LLP as its attorneys and same shall not affect or in any way prejudice or limit Escrow Agent's entitlement to reasonable attorney's fees for the services of such attorneys as set forth in this Escrow Agreement.

IV. Disputes

A. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Deposit, Escrow Agent shall, at its option, either (1) tender the Escrow Deposit to the registry of the appropriate court or (2) disburse the Escrow Deposit in accordance with the court's ultimate disposition of the case, and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

B. In the event Escrow Agent tenders the Escrow Deposit to the registry of the appropriate court and files an action of interpleader naming the Company, the County and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses arising in connection therewith including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

V. Term of Agreement

A. This Escrow Agreement shall remain in effect unless and until it is cancelled in any of the following manners:

1. Upon written notice given by the Company and the County of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

2. Escrow Agent may resign as escrow agent at any time upon giving notice to Company and the County of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than ten (10) days after the giving of notice of resignation; or

3. Upon compliance with all escrow provisions as set forth in this Escrow Agreement and in the Documents, if any.

B. In the event Company and the County fail to agree to a successor escrow agent within the period described hereinabove, Escrow Agent shall have the right to deposit all of the Escrow Deposit held hereunder into the registry of an appropriate court and request judicial determination of the rights between Company and the County, by interpleader or other appropriate action, and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

C. Upon termination of the duties of Escrow Agent in either manner set forth in subparagraphs 1 or 2 Paragraph A of this Article V, Escrow Agent shall deliver all of the Escrow Deposit to the newly appointed escrow agent designated by the Company and the County, and, except for rights of Escrow Agent specified in Paragraph A of Article III of this Escrow Agreement, Escrow Agent shall not otherwise have the right to withhold Escrow Deposit from said newly appointed escrow agent.

D. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by the Company, the County and Escrow Agent. In no event shall any modification of this Escrow Agreement, which shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given its prior written consent.

VI. Notices

All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and deemed to have been duly given (1) upon delivery by hand to the appropriate address of the Company, the County or Escrow Agent as set forth in this Escrow Agreement or (2) on the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address. All notices to Escrow Agent shall be addressed to the attorney signing on behalf of Escrow Agent at the following address:

Foley & Lardner LLP
One Independent Drive
Suite 1300
Jacksonville, Florida 32202

All notices to the Company and the County shall be addressed as follows:

If to SJSC: St. Johns Service Company
135 Professional Drive, Suite 401
Ponte Vedra Beach, Florida 32082
Attention: G.W. Whitmire, Jr., President

With a copy to: Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007

Attention: Sidney F. Ansbacher, Esq.

If to the County: St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084
Attention: County Administrator

With a copy to: St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084
Attention: County Attorney

VII. Choice of Law and Venue

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate St. Johns County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

VIII. Cumulative Rights

No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute, and the exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

IX. Binding Agreement

This Escrow Agreement shall be binding upon the Company, the County and Escrow Agent and their respective successors and assigns.

X. Escrow Agent Fees

Escrow Agent shall receive for its services in accepting this escrow the sum of \$-0- per hour of time involved with respect to this escrow, plus reimbursement of all costs, which fees and costs the Company hereby agrees to pay and it is hereby understood and agreed that all such fees and costs shall constitute a first lien of the Escrow Deposit hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this ____ day of February, 2006.

ESCROW AGENT:

COMPANY:

FOLEY & LARDNER LLP

ST. JOHNS SERVICE COMPANY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY:

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

By: _____

Printed Name: James E. Bryant

Title: Chairman

Date: _____

(SEAL)

ATTEST:

**CHERYL STRICKLAND, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of St. Johns County, Florida**

By: _____

Clerk

EXHIBIT 8

EXISTING ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into between St. Johns Service Company (the "Company") and Foley & Lardner LLP, whose address is One Independent Drive, Suite 1300, Jacksonville, Florida, 32202 ("Escrow Agent").

WHEREAS, two of company's customers, Jean Loijoi and Gloria Rivera whose addresses are, respectively: 101 Dolphin Boulevard and 103 Dolphin Boulevard, Ponte Vedra Beach, Florida, suffered damage to their residences caused by the sewer system owned by Company on August 2, 2005; and

WHEREAS, company has insurance to cover such occurrences with Arch Insurance Company (the "Insurance Company") and the Insurance Company has engaged Custard Insurance Adjusters (the "Adjuster") to supervise clean up of the two residences and to restore them to their condition immediately prior to the damage. The Adjuster has presented to Ms. Loijoi and Ms. Rivera cost estimates for such repair, copies of which are attached hereto; and

WHEREAS, Ms. Loijoi and Ms. Rivera have not executed the cost estimates which require the owner to authorize the work to be performed claiming that they are entitled to more than offered by the Adjuster; and

WHEREAS, Company desires to resolve the differences between Ms. Loijoi and Ms. Rivera and the Adjuster so that the repairs can be begun and completed as soon as possible.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Escrow

A. Escrow Agent agrees to hold the funds in the amount of \$72,000 (the "Escrow Deposit") in escrow subject to the terms and conditions contained in this Escrow Agreement and company's insurance policy issued by the Insurance Company (the "Documents"). The funds are to be used solely to pay any difference between the amount the Adjuster determines is due to each of Ms. Loijoi and Ms. Rivera and the amount the Insurance Company is obligated to pay. Escrow Agent shall not disburse any funds until directed to do so by the Company.

B. Unless otherwise provided for in this Escrow Agreement or any addendum hereto, Escrow Agent shall disburse the Escrow Deposit without interest or other accumulation in value as directed by the Company.

C. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing and Escrow Agent shall not be charged with any constructive notice whatsoever.

D. In the event instructions from the Company would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from taking any action until it receives payment for such costs.

E. The Company acknowledges and agrees that nothing in this Escrow Agreement shall prohibit Escrow Agent from (1) serving in a similar capacity on behalf of others or (2) acting in the capacity of attorneys for one or more Party in connection with any matter.

II. Release of Escrow Deposit

A. Escrow Agent agrees to release the Escrow Deposit in accordance with the terms and conditions of this Escrow Agreement.

B. In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from the Company or from third persons with respect to the Escrow Deposit or any other sums or things which may be held hereunder, which, in its sole opinion, are in conflict with any provision of this Escrow Agreement, Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by the Company and said third persons, if any, or by a final order or judgment of a court of competent jurisdiction.

C. If all or any portion of the Escrow Deposit delivered to Escrow Agent is in the form of a check or in any other form other than cash, Escrow Agent shall deposit same as required but shall not be liable for the nonpayment thereof nor responsible to enforce collection thereof. If such check or other instrument other than cash representing the Escrow Deposit is returned to Escrow Agent unpaid, Escrow Agent shall notify the Company for further instructions.

III. Liability of Escrow Agent

A. It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrow Deposit and for the disposition of same in accordance with this Escrow Agreement. Company hereby indemnifies Escrow Agent and holds it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement or which may result from Escrow Agent's following of instructions from Company, and in connection therewith, indemnifies Escrow Agent against any and all expenses, including attorneys' fees and the cost of defending any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Escrow Agent shall be vested with a lien on the Escrow Deposit held hereunder which is deliverable to Company under the terms of this Escrow Agreement, for indemnification, attorneys' fees, court costs arising from any suit, interpleader or otherwise, or other expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between Company and/or any third party as to the correct interpretation of this Escrow Agreement, and instructions given to Escrow Agent hereunder, or otherwise, with the

right of Escrow Agent, regardless of the instruments aforesaid and without the necessity of instituting any action, suit or proceeding, to hold the Escrow Deposit until and unless said additional expenses, fees and charges shall be fully paid.

B. It is further agreed that Escrow Agent shall have the right to utilize the services of Foley & Lardner LLP as its attorneys and same shall not affect or in any way prejudice or limit Escrow Agent's entitlement to reasonable attorney's fees for the services of such attorneys as set forth in this Escrow Agreement.

IV. Disputes

A. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Deposit, Escrow Agent shall, at its option, either (1) tender the Escrow Deposit to the registry of the appropriate court or (2) disburse the Escrow Deposit in accordance with the court's ultimate disposition of the case, and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

B. In the event Escrow Agent tenders the Escrow Deposit to the registry of the appropriate court and files an action of interpleader naming the Company and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses arising in connection therewith including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

V. Term of Agreement

A. This Escrow Agreement shall remain in effect unless and until it is cancelled in any of the following manners:

1. Upon written notice given by the Company of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

2. Escrow Agent may resign as escrow agent at any time upon giving notice to Company of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than ten (10) days after the giving of notice of resignation; or

3. Upon compliance with all escrow provisions as set forth in this Escrow Agreement and in the Documents, if any.

B. In the event Company fails to agree to a successor escrow agent within the period described hereinabove, Escrow Agent shall have the right to deposit all of the Escrow Deposit held hereunder into the registry of an appropriate court and request judicial determination of the rights between Company, by interpleader or other appropriate action, and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

C. Upon termination of the duties of Escrow Agent in either manner set forth in subparagraphs 1 or 2 Paragraph A of this Article V, Escrow Agent shall deliver all of the Escrow Deposit to the newly appointed escrow agent designated by the Company, and, except for rights of Escrow Agent specified in Paragraph A of Article III of this Escrow Agreement, Escrow Agent shall not otherwise have the right to withhold Escrow Deposit from said newly appointed escrow agent.

D. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by the Company and Escrow Agent. In no event shall any modification of this Escrow Agreement, which shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given its prior written consent.

VI. Notices

All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and deemed to have been duly given (1) upon delivery by hand to the appropriate address of the Company or Escrow Agent as set forth in this Escrow Agreement or (2) on the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address. All notices to Escrow Agent shall be addressed to the attorney signing on behalf of Escrow Agent at the following address:

Foley & Lardner LLP
One Independent Drive
Suite 1300
Jacksonville, Florida 32202

VII. Choice of Law and Venue

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate Duval County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

VIII. Cumulative Rights

No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in

equity or by statute, and the exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

IX. Binding Agreement

This Escrow Agreement shall be binding upon the Company and Escrow Agent and their respective successors and assigns.

X. Escrow Agent Fees

Escrow Agent shall receive for its services in accepting this escrow the sum of \$-0- per hour of time involved with respect to this escrow, plus reimbursement of all costs, which fees and costs the Company hereby agrees to pay and it is hereby understood and agreed that all such fees and costs shall constitute a first lien of the Escrow Deposit hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 18th day of October, 2005.

ESCROW AGENT:

COMPANY:

FOLEY & LARDNER LLP

ST. JOHNS SERVICE COMPANY

By: *Charles E. Conroy*
Printed Name: CHARLES E. CONROY
Title: PARTNER
Date: Oct 18, 2005

By: *G. A. Whitnise, Jr.*
Printed Name: G. A. Whitnise, Jr.
Title: President
Date: Oct 18, 2005