

Welcome to the

Awards Meeting

June 25, 2026, 10:00 AM EST

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Camie Evers** by telephone at **(904) 832-3385** or by email at **everca@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda

June 25, 2026

225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

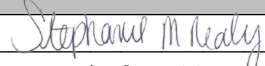
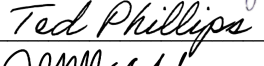


The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%), \$ - awarded
1	Minutes	Minutes from 06/18/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Cost Participation	2024-0815 Rivertown Parcel 39 Ph 3 & 4 Cost Participation Agreement	Zammataro	Mattamy Jacksonville, LLC	Capital	\$1,515,000.00	\$1,147,240.00	N/A	\$1,147,240.00	N/A	Project Completion Start: 04/15/2026 End: 09/30/2027	N
<p>Advised: 02/26/2026 Opened: 03/30/2026 Four (4) Bids Received (by developer) Grimes Utilities, Inc. - \$1,147,240.00 Burnham Construction, Inc. - \$1,261,075.98 Vallescourt Construction Co. Inc. - \$1,487,000.00 Ferreira Construction - \$2,019,375.53 For additional information contact: David King</p> <p>This award request is for a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Rivertown Parcel 39 Ph 3 & 4 project (Avail. No. 2024-0815) is a force main and duplex pump station in the Rivertown service area. JEA entered into a Utility Service and Cost Participation Agreement with the developer dated 12/22/2004 that identifies the reclaimed water main improvements and established a corridor for installation. The project elements are comprised of 2775 feet of 6-inch force main and a duplex pump station (100% JEA participation).</p> <p>The developer has followed JEA procurement directives by advertising and awarding to the lowest bidder. Seven (7) bidders attended the pre-bid meeting and four (4) bids were received. Grimes Utilities Inc. was awarded the project. The bid is approximately 25% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Utility Service and Cost Participation Agreement, and the bid amount is deemed reasonable when compared to other recent projects.</p>												
3	Request For Proposal (RFP)	1412146046-RFP-Customer Service Solution Consulting Services	Selders	Accenture, LLP	O&M	\$300,000.00	\$528,000.00	N/A	\$528,000.00	N/A	Project Completion Start Date: 07/01/2026 End Date: 09/30/2026	N
<p>Advised: 04/14/2026 Bid Due Date: 05/05/2026 Four (4) Responses received Accenture, LLP - \$528,000.00 Abajay, Inc - \$650,000.00 Red Clay Consulting - \$696,508.00 TMG Utility Advisory Services - \$969,000.00 For Additional Information Contact: Angel Love</p> <p>This award request in the amount of \$528,000.00 to Accenture, LLP is to conduct a comprehensive assessment of JEA's existing Oracle Utilities Customer Care & Billing (CC&B) system and related business processes.</p> <p>The purpose of this engagement is to evaluate and compare three potential strategic paths to determine which option provides the greatest value for our customers. The three paths under consideration include upgrading the current on premises implementation of Oracle CC&B, migrating to the Oracle C2M platform, or migrating to the Oracle Customer Cloud Service (CCS) platform. Accenture, LLP will deliver an objective analysis of each option, addressing business benefits, business impacts, required process changes and associated change management needs, operational risks, strategic advantages, comparative factors, and cost implications.</p>												

Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Jody Brooks, Garry Baker
Motion by:	Jody Brooks	
Second By:	Garry Baker	
Committee Decision	Approved	

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	
Procurement	Name/Title	
Legal	Name/Title	

Award #1 Backup Documents 06/25/2026

JEA Awards Agenda

June 18, 2026

225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 06/11/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Change Order	B50 HMI Server Replacement and Software Upgrades	Erixon	GE Vernova International LLC	Capital	\$3,351,990.00	\$3,351,990.00	\$892,970.00	\$4,244,960.00	N/A	Project Completion Start Date: 01/15/2026 End Date: 04/30/2027	N
<p>For additional information contact: Jason Behr</p> <p>This award request is for a change order to the existing contract with GE Vernova (GEV) for CT Fleet HMI, Server, Network, Software, and OTArmor cybersecurity upgrades. The original contract was awarded as a single source for the B50 HMI Server Replacement and Software Upgrade project at Brandy Branch Generating Station (BBGS). This change order expands the scope to include HMI upgrades at Greenland Energy Center (GEC) and Kennedy Generating Station (KGS), as well as OTArmor Cybersecurity Management System upgrades at BBGS, GEC, and KGS.</p> <p>In addition to the Distributed Control System (DCS) hardware cabinets, plant operations rely on a network of servers, switches, and HMIs that enable control room operators to monitor and operate the generating units through GEV's proprietary software platform. The existing HMI and server infrastructure utilizes Microsoft Windows operating systems that are approaching end-of-life status. Windows 10 LTSB support will end in October 2026, and the network switches supporting these systems will reach end-of-support during the same timeframe. As these assets are classified as low-impact NERC-CIP systems, maintaining supported hardware and software is essential to ensure continued cybersecurity protection, regulatory compliance, and reliable plant operations.</p> <p>The CT fleet utilizes the GE Vernova/Nexus Controls Mark VIe Distributed Control System to operate plant equipment. GE Vernova/Nexus Controls is the original equipment manufacturer (OEM) and sole provider of the proprietary hardware, software, and engineering services required for these upgrades. Executing this work through the OEM ensures system compatibility, maintains operational reliability, and supports adherence to cybersecurity best practices and NERC-CIP compliance requirements.</p> <p>The proposed pricing is consistent with the recently approved BBGS B50 HMI and server upgrade project when evaluated on a unit-cost basis. The work will modernize the server and HMI infrastructure at GEC and KGS, establish a supported platform for future Microsoft operating system updates, and enhance the cybersecurity posture of the CT fleet through OTArmor system upgrades. This effort is a key component of the broader fleet-wide strategy to maintain current, secure, and reliable control system infrastructure across multiple generating stations.</p>												
3	Contract Increase	1411543446 Grit, Sludge, Cake and Waste Hauling for Buckman WRF	Vu	Synagro South, LLC H&H Liquid Sludge Disposal, Inc.	O&M	\$9,500,000.00	\$5,740,289.44 \$3,294,233.76	\$3,380,850.00 \$3,822,500.00	Synagro South, LLC \$9,459,224.44 H&H Liquid Sludge Disposal, Inc. \$7,498,983.76	10/28/2025 - \$338,085.00 10/28/2025 - \$382,250.00	Five (5) Years w/Two (2) 1-Yr. Renewals Start Date 04/25/2024 End Date 04/24/2029	N
<p>Last Awarded: 10/28/2025 For more information contact: David King</p> <p>This contract increase request is for sludge hauling, and is required due to higher-than-anticipated biosolids production at the Buckman Water Reclamation Facility (WRF). Elevated loading to the treatment process has resulted in a greater volume of solids being generated, thereby increasing the need for timely removal and disposal services. The dryer responsible for the final treatment of the biosolids has also had extensive downtime resulting in increased hauling needs.</p> <p>Because biosolids production has risen, both the frequency and volume of sludge hauling necessary to maintain compliant and efficient plant operations have correspondingly increased. The current contract amounts were established using historical hauling volumes and is no longer sufficient to support the additional services now required.</p> <p>Augmenting the contract funding is essential to ensure uninterrupted sludge removal services, maintain regulatory compliance, and support ongoing facility operations as influent loading and biosolids generation continue to trend upward.</p> <p>The current contract hauling rates, the current projected volumes, and contractor availability, were used to determine the contract increase amounts.</p>												
4	Contract Increase	1411877848 Electrical General Contractor Services	Erixon	Cogburn Bros, Inc.	O&M	\$309,040.13	\$205,300.00	\$635,944.19	\$841,244.19	12/26/2025 - Renewal Only	One (1) Year w/Two (2) 1-Yr Renewals Start: 04/01/2025 End: 03/31/2027	N
<p>Last awarded: For additional information contact: Darriel Brown</p> <p>This contract increase request is for a switch replacement project at a pump station located at NAS Jacksonville to be completed using the electrical general contracting contract with Cogburn. The scope includes demolition of existing electrical infrastructure and unused conduits, installation of new conduit and wiring per the provided riser diagram, and new lighting within the electrical room. The scope also includes furnishing and installing multiple major electrical components, such as safety switches, disconnects, power and lighting panels with surge protection, a transformer, an automatic transfer switch, and required junction boxes.</p> <p>The contract pricing was used to create the quote for this work, and the price was reviewed by JEA and NAS Jacksonville and deemed reasonable.</p>												
5	Contract Increase	159-18 Engineering Services for the East Grid - Pump Station Upgrade Program	Zammataro	Wright-Pierce Inc.	Capital	\$379,000.00	\$374,066.00	\$2,381,519.00	\$3,203,346.80	01/24/2022 - \$45,650.99 09/20/2023 - \$122,926.00 11/08/2023 - \$45,000.00 07/18/2024 - \$38,929.38 05/12/2025 - \$47,159.00 07/01/2025 - \$148,096.43	Project Completion Start: 10/01/2019 End: 05/24/2028	Y Smith Surveying Group (Survey) - \$2,620.00
<p>Last awarded: 07/18/2024 For additional information contact: Victoria Holloway</p> <p>This contract increase request is for additional professional engineering services for the Arlington East 8331 Princeton Square Boulevard Pump Station Upgrade project, which is part of the East Grid Pump Station Upgrade Program and previously put on hold. Due to stopping and restarting this project, changing JEA electrical standards, updating rates, and adding services during construction, an increase was needed in the engineering fees. These services include evaluating cost saving measures and to reevaluate the August 2024 30% design, including the JEA 2026 electrical standards, 90% design phase, 100% design phase, permitting, permanent easement, bidding services, services during construction, substantial completion, final completion, record drawings, and project certification for the project.</p> <p>The hourly rates used for this amendment are consistent with the historical contract rates, and the overall fee for this has been reviewed by the JEA project staff and deemed reasonable compared to past projects.</p>												
6	Contract Increase	1411799447 CCNA Survey Services for Transmission/Distribution and Substation Projects	Erixon	Surveying and Mapping, LLC	Capital	\$824,160.00	\$824,160.00	\$326,186.50	\$1,325,346.50	04/02/2026 - \$175,000.00	Three (3) Years w/Two (2) 1-Yr. Renewals Start Date: 02/03/2025 End Date: 02/02/2028	Y Smith Surveying Group, LLC - 5%
<p>Last awarded: 01/16/2025 For additional information contact: Jason Behr</p> <p>This award request is a contract increase request for survey services for transmission, distribution, and substation projects, including aerial LiDAR, digital orthophotography for use in PLS-CAD, terrestrial LiDAR for substation 3D modeling, and SUE investigation, supporting capital projects engineered either in-house or by external consultants.</p> <p>This increase is being requested to support several new projects that have emerged since the original contract award. At the time the contract was awarded, funding was established only for the projects that had been identified and approved, with the understanding that additional funding requests would be brought back to the Awards Committee as new project needs developed. The primary driver for this increase is the need to initiate surveying activities the Circuit 696 UG 69kV Reconductor Project ahead of engineering design in order to maintain project schedules and meet required in-service dates. In addition, the requested increase includes funding for several smaller, budgetary projects that may require surveying services as they advance. No contract rate increases are associated with this award request, as the rates established under the original award remain unchanged and continue to be in effect.</p>												





Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Kim Wheeler, Jordan Pope
Motion by:	Jordan Pope	
Second By:	Kim Wheeler	
Committee Decision	Approved	

Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Contract Increase	1410805246 Mandarin Water Reclaim Facility Sludge Holding Tanks Rehab	Zammataro	Ferreira Construction Southern Division, Inc.	\$1,771,570.00	\$1,800,000.00	\$2,798,415.75	\$5,351,835.75	08/14/2025 - \$781,850.00	Project Completion Start: 07/30/2024 End: 09/30/2026	N	Motion by: Jordan Pope Second by: Kim Wheeler Committee Decision: Approved
Last Awarded: 8/14/2025 For more information contact: David King This contract increase request is to cover additional tank cleaning services and to support the conversion of the temporary Aquastore tank into a permanent storage asset. These cost increases are the result of conditions that were not identifiable prior to work commencement. During tank cleaning, unforeseen grit and solids accumulation has been discovered, resulting in significantly higher sludge removal volumes than estimated. A total of 324,224 gallons of sludge needs to be removed, approximately 3.8 times the original estimate of 84,800 gallons. This variance has resulted in an additional cost of \$718,272.00, calculated based on 239,424 gallons of excess sludge at the contractual unit rate of \$3.00 per gallon. Additional rehabilitation and repair needs for the existing tanks resulted in a cost increase of \$10,798.00, and to convert the temporary Aquastore tank into a permanent storage tank, construction costs totaling an additional \$1,042,500.00 are required. The fees for this amendment were reviewed by the business unit and procurement and deemed reasonable compared to previous projects. DISCUSSION/ACTION: This item was moved to get clarification on how the sludge volume had been estimated, why the estimate turned out to be inaccurate, and whether converting the temporary tank to a permanent storage asset was connected to the increased costs. Brian Phillips explained that accurate measurement was not possible because the tank could not be taken out of service, that the decision to convert the tank was a separate operational improvement effort, and that the cost increases were due to the unexpectedly high sludge volume, additional tank repairs, and the construction work required for the permanent conversion. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Jordan Pope, and Brian Phillips												
2	Request for Proposals (RFP)	1412137247 RFP JEA Fleet Services Heavy-Duty Vehicles Maintenance & Repair	Phillips	Cumberland International Trucks Tom Nehl Jacksonville South Ring Power Corporation Kenworth of Jacksonville Inc.	\$3,687,022.40 \$1,971,905.43 \$423,509.33 \$305,335.53	\$6,556,577.00	N/A	\$6,387,772.69	N/A	Three (3) Years w/Two (2) 1-Yr. Renewals Start Date: 07/01/2026 End Date: 06/30/2029	N	Motion by: Jordan Pope Second by: Kim Wheeler Committee Decision: Approved
Reverted: 09/01/2026 Optional Pre-Response Meeting: 04/14/2026, Four (4) Attendees Bids Opened: 04/28/2026 Four (4) Responses Received: Tom Nehl Jacksonville South - \$4,395,400.03 Kenworth of Jacksonville Inc.- \$6,142,004.51 Cumberland International Trucks- \$6,351,304.96 Ring Power Corporation- \$8,158,677.82 For additional information contact: Danielle Crawford This award request is for JEA Fleet Service Heavy-Duty Vehicles Maintenance and Repair Services, including preventative and corrective maintenance, road calls, and ad-hoc services across four categories (Freightliner, International, Other, Ad Hoc). Tom Nehl was the lowest bidder but only submitted pricing for the Freightliner category. Based on evaluation rankings and the multi-award structure, Cumberland International Trucks ranked highest in all categories and will receive at least 51% of each category. Award percentages/amounts per category: Freightliner: Cumberland 51% (\$2,052,391.37), Tom Nehl 49% (\$1,971,905.43). International: Cumberland 75% (\$1,341,432.26), Ring Power 15% (\$268,286.45), Kenworth 10% (\$178,857.64). Other: Cumberland 51% (\$276,909.95), Ring Power 27% (\$146,599.38), Kenworth 22% (\$119,451.35). Ad Hoc: Cumberland 51% (\$16,288.82), Ring Power 27% (\$8,623.49), Kenworth 22% (\$7,026.55). DISCUSSION/ACTION: This item was moved to the regular agenda so the board could clarify how award percentages were determined across the four service categories and understand why different vendors received different allocations. Procurement explained that the percentage splits were based on fleet composition, vendor evaluations, pricing, and the need for reliable backup providers. Freightliner was split 51%/49% because Cumberland ranked highest while Tom Nehl is the OEM service provider, and International was split 75%/10% based on vendor rankings and ensuring adequate coverage. It was also explained that work assignments are made by Fleet based on workload and vendor capacity, and no vendor is guaranteed a set volume under the contract. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Eddie Sepulveda Bayouth												

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	
Procurement	Name/Title	
Legal	Name/Title	

DEVELOPER AND UTILITY SERVICE AGREEMENT

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT (this "Agreement") is made and entered into on this 22nd day of December, 2004, by and between **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 (the "Developer"), and **JEA**, whose address is 21 West Church Street, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, Developer is the owner and developer of a parcel of real property located in St. Johns County, Florida and more particularly described on the attached **Exhibit "A"** ("RiverTown Property"), which has been approved as a Development of Regional Impact, pursuant to St. Johns County Resolution No. 2004-45, as may be amended from time to time.

WHEREAS, Developer intends to construct certain improvements on RiverTown Property which are more particularly described on the attached **Exhibit "B"** (the "RiverTown Development Plan"), which will require Water, Sewer, and Reclaimed Water Capacity as described and defined in this Agreement.

WHEREAS, Water, Sewer, and Reclaimed Water Capacity for the RiverTown Property is outlined in the capacity and phasing schedule, as defined below, and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.

WHEREAS, Developer and JEA desire to extend JEA's water, wastewater, and reclaimed water system ("JEA System" or "JEA Utility System") to serve the RiverTown Property and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities.

WHEREAS, JEA is willing to expand the JEA Utility System and to reserve such treatment capacity and provide such service so that an adequate water and reclaimed water supply and wastewater disposal system may be provided to the RiverTown Property and its future occupants subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Developer and JEA hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

2. Definitions. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings:

2.1 "Agreement" means this Developer and Utility Service Agreement as it may be amended from time to time.

2.2 "Bungalow District" means that area labeled as the Bungalow District on **Exhibit D**.

2.3 "CDD" means any Community Development District having jurisdiction over the RiverTown Property as defined in Section 12.1 hereof.

2.4 "Cove District" means the area labeled as the Cove District on **Exhibit D**.

2.5 "Customer Installation" means all facilities on the customer's side of the Point of Delivery.

2.6 "Developer" means The St. Joe Company, a Florida corporation, its successors and assigns.

2.7 “Developer’s Engineer” means the Florida licensed, registered professional engineer selected by Developer, or its successors and assigns from time to time.

2.8 “Developer Onsite Improvements” means the portion of the Water, Sewer, and Reclaimed Water facilities to be constructed by Developer at the Developer’s expense on the RiverTown Property consisting of all Water, Sewer, and Reclaimed Water facilities located on the RiverTown Property that are not part of JEA Onsite Improvements or JEA System Improvements, as defined below.

2.9 “Development Order” means St. Johns County Board of County Commissioners Resolution No. 2004-45, a development order for RiverTown, a development of regional impact.

2.10 “Development Unit” means a part of the RiverTown Property which is being or which is to be developed as platted property or as an unplatted unit with a separate site plan and specific metes and bounds legal description.

2.11 “Facility Site” means that certain 4-acre site to be conveyed to JEA pursuant to the Sale Agreement.

2.12 “FDEP” means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.

2.13 “FDOT means the Florida Department of Transportation.

2.14 “GPD” means gallons per day on an annual average basis.

2.15 “JEA Onsite Improvements” means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the RiverTown Property (excluding the JEA System Improvements) at the expense of the JEA as conceptually described on the attached **Exhibit “D,”** and which will extend or expand the JEA System to provide Water, Sewer, and

Reclaimed Water service to the RiverTown Property, as may be modified by JEA within one hundred twenty (120) days from the date hereof, at its expense, to provide for integration of the JEA Onsite Improvements unto the JEA System Improvements, which modifications shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld.

2.16 "JEA System" means all Water, Sewer, and Reclaimed Water facilities and interests in real and personal property owned, operated, managed, or controlled by JEA now or in the future and used to provide Water, Sewer, and Reclaimed Water Capacity to existing and future customers. The JEA System ultimately includes the JEA Onsite Improvements and JEA System Improvements and the Developer Onsite Improvements after acceptance of dedication by Developer to JEA.

2.17 "JEA System Improvements" means the Water, Sewer, and Reclaimed Water facilities to be designed, permitted and constructed at the expense of the JEA and which will extend or expand the JEA System to provide Water, Sewer, and Reclaimed Water service to the RiverTown Property which are located outside of the RiverTown Property and those improvements located within the RiverTown Property as more particularly described on **Exhibit "E."**

2.18 "Lot or Tract" means each separate subdivided building site.

2.19 "Manuals" means the JEA Rules and Regulations for Electric, Water and Sewer Services, JEA Water and Sewer Standards, Details and Materials Manual, and JEA's Developer-Installed System Manual, as amended from time to time.

2.20 “Plans and Specifications” means those documents and drawings prepared by the Developer’s Engineer and approved by JEA for the design and construction of certain Water, Sewer, and Reclaimed Water facilities.

2.21 “Point of Delivery” means the point where the JEA’s service line is connected to the customer’s line and unless otherwise indicated by JEA, the Point of Delivery shall be at a point on the customer’s lot line.

2.22 “Reclaimed Water” or “Reuse Water” means wastewater that has been stored and treated in accordance with the treatment and water quality requirements for reclaimed water for public access and residential irrigation reuse as established in Chapter 62-610, Florida Administrative Code, which will be provided by JEA at pressure to all retail customers within the RiverTown Property.

2.23 “Review Notice” means the notice from JEA to Developer by which JEA approves or rejects the Plans and Specifications for Developer Onsite Improvements and JEA Onsite Improvements or any revisions to the Plans and Specifications pursuant to Section 3.2 below.

2.24 “RiverTown Capacity and Phasing Schedule” shall be the projected time schedule for construction of Water, Sewer, and Reclaimed Water Capacity as shown on **Exhibit “C,”** as may be modified pursuant to Section 3.1.

2.25 “RiverTown DRI” means the RiverTown Development of Regional Impact, as approved in St. Johns County Board of County Commissioners Resolution No. 2004-45.

2.26 “RiverTown Development Plan” means the proposed improvements to be constructed on the RiverTown Property as described on the attached **Exhibit “B”** within the proposed time schedule set forth in the RiverTown Capacity and Phasing Schedule.

2.27 “RiverTown Property” means the real property described on **Exhibit “A.”**

2.28 “RiverTown PUD” means the RiverTown Planned Unit Development following its approval by the St. Johns County Board of County Commissioners.

2.29 “Sale Agreement” means that certain Agreement of Purchase and Sale of Water and Wastewater Assets between St. Joe Utilities Company, Developer, and JEA executed the same date as this Agreement.

2.30 “Schedule of Values” means a schedule showing the allocation of the contract price as to JEA Onsite Improvements among the various portions of the work for the JEA Onsite Improvements.

2.31 “Service Notice” means the written notice Developer provides to JEA of Developer’s intent to commence construction of a Development Unit within the RiverTown Property.

2.32 “Sewage” or “Wastewater” means water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers of the JEA System.

2.33 “SJRWMD” means the St. Johns River Water Management District.

2.34 “Water” means potable water meeting the applicable federal, state and local laws and regulations for human consumption, fire protection, and consumption by business and industry.

2.35 “Water and Sewer Capacity” and “Reclaimed Water Capacity” means the readiness and ability of JEA to furnish Water, Sewer, and Reclaimed Water service at pressure (at pressure ranges established by JEA for the applicable use) to each Lot or Tract in accordance with applicable governmental requirements and regulations. Capacity relating to Water, Sewer, and Reclaimed Water is typically expressed as a rate of water flow measured in GPD.

2.36 “Water and Sewer Capacity Charges” and “Reclaimed Water Capacity Charges” means the charges made by JEA for each new customer installation to the JEA System, which are designed to defray the cost of JEA Water and Sewer facilities and Reclaimed Water facilities which are consistent with the JEA Water and Sewer Rate Document, latest edition.

2.37 “Water and Sewer Facilities and Reclaimed Water Facilities” means all facilities, including, but not limited to, water plants, wells, pumps, treatment, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped water onto the RiverTown Property and/or sewer plants, lift stations, treatment, disposal, transmission force mains, pumps and other appurtenant facilities to collect, transmit, treat, and dispose sewage from the RiverTown Property and/or reclaimed water treatment, storage and pumping, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the RiverTown Property.

2.38 “Well Site” means the well site described on **Exhibit “G”** and shown on the Map attached as **Exhibit “H.”**

3. Design and Construction of Water, Sewer, and Reclaimed Water Facilities.

3.1 The Developer shall cause Developer’s Engineer to design, in accordance with JEA standards, and produce and submit to JEA for its review and written approval prior to

construction, graphic plans and specifications for the construction of the Developer Onsite Improvements and JEA Onsite Improvements. The Plans and Specifications may be limited to the improvements necessary to serve only the first Development Unit or Development Units and Plans and Specifications for subsequent Development Units may be furnished from time to time for JEA's review and written approval prior to construction of subsequent Development Units. Each such Development Unit, however, shall conform to the RiverTown Capacity and Phasing Schedule. The Developer may not modify the RiverTown Capacity and Phasing Schedule without the prior written consent of JEA, which consent shall not be unreasonably withheld. Upon satisfactory completion of the plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

3.2 JEA shall review, and provide written approval or rejection of any requests for modification of any Plans and Specifications submitted pursuant to Subsection 3.1 above within thirty (30) days after JEA receives the Plans and Specifications. The Developer's Engineer shall make corrections or modifications to any portion of the Plans and Specifications as identified by JEA in its written response and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within thirty (30) days of receipt of comments from JEA. JEA shall have, in case of each submittal, thirty (30) days from receipt of any Plans and Specifications within which to approve or reject any such revision to Plans and Specifications (the "Review Notice") and the review process shall continue until JEA shall have approved the Plans and Specifications.

3.3 The Developer is responsible for procurement of all applicable permits required for construction of the Developer Onsite Improvements and JEA Onsite Improvements

(including, but not limited to, FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.) and will submit to JEA one copy of each permit issued for the project.

3.4 After JEA's approval of the Plans and Specifications for any Development Unit or portion of the Developer Onsite Improvements, the Developer shall, at its expense, construct and install that Development Unit or portion of the Developer Onsite Improvements as depicted in the JEA-approved Plans and Specifications and in accordance with the Manuals.

3.5 Prior to commencement of construction of any JEA Onsite Improvements, Developer shall comply with Section 3.9 and solicit bids for such improvements and submit the construction bids to JEA. JEA shall have fifteen (15) days within which to accept or reject such bids. Once a bid has been approved, JEA shall be responsible for the cost of construction of the JEA Onsite Improvements in accordance with the provisions of Section 3.6 and Section 3.7 hereof. If all bids are unacceptable to JEA, JEA shall have the right to reject all such bids and construct the work itself. Unless JEA notifies Developer at the time of bid review with regard to any segment of the JEA Onsite Improvements that JEA desires to construct or contract independently in its own name for such portion of the JEA Onsite Improvements, then the Developer shall contract for construction of the JEA Onsite Improvements in Developer's name at JEA's expense in accordance with the payment procedures set forth in Section 3.6 and 3.7 below.

3.6 Except as set forth in Section 3.7, JEA and Developer shall follow the payment procedures set forth in this Section 3.6.

3.6.1 Developer shall cause its contractor to provide a payment and performance bond for the benefit of Developer and JEA prior to commencement of construction

of the JEA Onsite Improvements. Developer may cause the construction of the JEA Onsite Improvements to be performed pursuant to a schedule mutually agreed to by the parties hereto.

3.6.2 Developer shall submit an application for payment to JEA for construction of a portion of JEA Onsite Improvements and JEA shall complete its review within fifteen (15) business days of the submittal of the application. Upon satisfactory review of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) business days from satisfactory application for payment, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to such JEA Onsite Improvements within thirty (30) business days of the submittal of the application. This fifty percent (50%) payment shall be measured by the Schedule of Values.

3.6.3 In the event that JEA reasonably determines that there is a deficiency in an application for payment under the terms of this Agreement, JEA shall notify Developer within fifteen (15) business days of the submittal of the application of all deficiencies in such application. Developer shall resubmit the application for payment and JEA shall conduct its review, notification and payment procedures for the revised application as set forth above.

3.6.4 Upon satisfactory completion of the work in accordance with the project closeout and acceptance process for the portion of the JEA Onsite Improvements, the Developer shall submit to JEA a request for final payment for the balance of the contract amount for such portion. JEA shall complete its review of the request for final payment within fifteen (15) business days of the submittal of the request. Upon review and approval by the JEA project manager, JEA will pay the balance of the lump sum contract price for such portion not later than thirty (30) business days of the submittal of the request for payment in satisfactory form.

3.7 If the duty to construct any JEA Onsite Improvements is assigned to any CDD pursuant to Section 12.1 hereof, such CDD shall solicit bids for construction of improvements in accordance with Section 255.20, Florida Statutes, and any contractor awarded a contract shall be required to provide a bond required pursuant to Section 255.05, Florida Statutes, for the benefit of JEA and the CDD prior to commencement of construction of such improvements. If JEA shall elect pursuant to the terms of this Agreement to have such CDD (as assignee of Developer) construct such improvements, then in lieu of the fifty percent (50%) progress payments provided for in Section 3.6 above, JEA, upon satisfactory review of applications for payment submitted by such CDD, shall make progress payments upon request of such CDD in accordance with the payment procedures set forth in the construction contract for such JEA Onsite Improvements and based on a Schedule of Values or in the case of unit price work based on the number of units completed.

3.8 During construction of the Developer Onsite Improvements and JEA Onsite Improvements, JEA shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. JEA shall have the right to control the quality of the installation and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests to determine if the system has been installed in accordance with the Plans and Specifications and good engineering practice, but it shall remain the responsibility of the Developer's Engineer to certify that any construction by or on behalf of the Developer complies with approved Plans and Specifications and applicable regulatory requirements.

3.9 Prior to acceptance of any Development Unit or portion of the Developer Onsite Improvements for ownership, operation and maintenance by JEA and prior to

commencement of construction of JEA Onsite Improvements, the Developer shall, with respect to such Development Unit or JEA Onsite Improvements or portion constructed or otherwise provided by the Developer, convey, grant or dedicate (or, as provided in Section 12.1, cause to be conveyed, granted or dedicated as to any property within the RiverTown Property not owned by such developer) to JEA (in recordable form and in form and substance reasonably satisfactory to JEA together with costs of recording and any applicable taxes) free and clear of all liens and any environmental or other fines or penalties, and subject only to such encumbrances as are subordinate to JEA's interest and do not otherwise unreasonably interfere with the easement rights granted to JEA, such easement or rights-of-way within the RiverTown Property as are reasonably necessary for JEA to own, construct, operate, maintain, repair and replace the Developer Onsite Improvements and JEA Onsite Improvements accepted by JEA, and to connect to and otherwise integrate such improvements into the JEA System. Prior to acceptance of any Development Unit or portion of the Developer On Site Improvements or JEA On Site Improvements, if constructed by Developer, the Developer shall transfer and convey to the extent that the same are transferable, all permits, certificates, licenses, warranties and other approvals related to Developer Onsite Improvements and JEA Onsite Improvements and notify all governmental agencies of such transfer and conveyance as may be required by law. JEA shall review and approve or reject within thirty (30) days after receipt, all documents submitted by the Developer pursuant to this Subsection. After approval by JEA, JEA shall accept such documents which comply with the requirements of this Agreement.

3.10 Upon acceptance by JEA of any Developer Onsite Improvements or JEA Onsite Improvements, all such Improvements shall become a part of the JEA System and the Developer shall surrender control of such improvements and execute and deliver to JEA all

documents or instruments necessary for that purpose, including, but not limited to, a bill of sale and a waiver and release of lien both in form customarily acceptable to JEA. If the Developer shall fail or refuse to do so, then JEA shall be entitled to specifically enforce the provisions of this Subsection 3.10 against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement, in equity, or the law.

3.11 The Developer shall be responsible for submitting all required documentation in form approved by JEA for acceptance of facilities constructed by the Developer. Upon receiving this documentation, JEA will issue a utility acceptance letter and take on ownership, operation and maintenance authority of the installed Developer Onsite Improvements and JEA Onsite Improvements which shall then become a part of the JEA System. The Developer's contractor will continue to be responsible for repairs and replacements required as covered by and described in the warranty made directly to JEA for customary warranty, as required by JEA.

4. Operation and Maintenance of Developer Onsite Improvements. Upon acceptance and assumption of the responsibility for the operation and maintenance of Developer Onsite Improvements, all customers connecting to those Developer Onsite Improvements shall be deemed customers of the JEA System and JEA shall set and collect all Water, Sewer, and Reclaimed Water rates, fees, charges and deposits, without exception, in accordance with its then current rate schedule. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery, or JEA will provide such lines for a fee, as a condition precedent to receiving Water, Sewer, and Reclaimed Water service from JEA.

5. Grant of Easements. Developer shall grant to JEA, its successors and assigns, the non-exclusive, perpetual right, privilege and easement to construct, reconstruct, operate,

maintain, repair, replace, improve, alter, remove, relocate and inspect water and reclaimed water transmission and distribution mains, wastewater collection mains, pipelines, lateral lines, valves, connections and appurtenant equipment over, across and under the land where the JEA System lies on the RiverTown Property, together with the right of ingress and egress. The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the development, Developer shall execute a grant or grants of easement in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide Water, Sewer and Reclaimed Water service to the RiverTown Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of the RiverTown Property from granting exclusive or non-exclusive rights, privileges or easements to any other parties for furnishing utility services other than water, reclaimed water or wastewater, provided that JEA's use, occupancy and enjoyment of its easements shall be maintained so as to allow JEA to provide the utility service contemplated under this Agreement. JEA shall not be obligated to furnish any Water, Reclaimed Water or Wastewater Service to any building which may be built on the RiverTown Property to which it does not have access. All easements granted to JEA by Developer shall be non-exclusive and shall reserve to the Developer all uses of the surface and subsurface areas that do not unreasonably interfere with JEA's installations.

6. Rates, Fees, and Charges. All Water, Sewer and Reclaimed Water Service shall be provided to the RiverTown Property at applicable rates, fees and charges in accordance with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time. Notwithstanding any provision in this Agreement, JEA may establish, amend, revise and enforce, from time to time in the future, its rates, fees and charges provided that such rates, fees and

charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges), and deposits are uniformly applied to customers in its entire service area and are non-discriminatory as applied to the same classification of service. JEA may establish, amend, or revise, from time to time in the future, and enforce rules and regulations covering Water and Sewer Capacity and Reclaimed Water Capacity to the RiverTown Property. Any initial or future lower or increased rate, rates schedules, capacity charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges) or other fees and charges, and rules and regulations established, amended or revised and enforced by JEA from time to time in the future, shall be applicable to Developer and any other entity holding by, through or under Developer and applicable to any user or customer within the RiverTown Property on a non-discriminatory basis with other users or customers in JEA's service area.

7. Allocation and Provision of Water and Sewer Capacity and Reclaimed Water Capacity.

7.1 Subject to the Developer's compliance with the terms and conditions of this Agreement, JEA shall reserve to Developer, at no cost to Developer for such reservation, that amount of Water and Sewer Capacity and Reclaimed Water Capacity sufficient to serve the RiverTown Property as requested by the Developer pursuant to any Service Notice to JEA, and in an amount not exceeding the reserved capacity set forth in the RiverTown Capacity and Phasing Schedule.

7.2 JEA shall provide Water, Sewer and Reclaimed Water service to customers subject to the RiverTown PUD, in accordance with the terms and conditions of this Agreement and in accordance with the RiverTown Capacity and Phasing Schedule at such time

after (i) the completed conveyance by the Developer of Developer Onsite Improvements and the JEA Onsite Improvements to JEA, (ii) the completed conveyance by the Developer of the Facility Site and the Well Site to JEA pursuant to the Sale Agreement, (iii) the physical connection of a given customer installation to the JEA System, and (iv) payment to JEA of all Water, and Sewer Reclaimed Water Capacity Charges and applicable fees, charges, and other costs for the customer installation.

7.3 Developer shall provide to JEA a Service Notice at least sixty (60) days prior to Developer's commencing construction of any Development Unit which will require construction of JEA Onsite Improvements. Developer shall have provided JEA with the completed design and permitting for the applicable JEA Onsite Improvements, and shall have complied with the provisions of Section 3.1 above.

7.4 JEA shall, at its expense, design, permit and construct and expand (including acquisition of all sites necessary to locate such improvements) the JEA System Improvements so as to supply all Water and Sewer Capacity and Reclaimed Water Capacity to the Developer and the RiverTown Property consistent with the requirements of this Agreement.

7.5 Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the Water and Sewer Facilities and Reclaimed Water Facilities before JEA can render service to the RiverTown Property. Each party will diligently make the necessary and proper application to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Applications for the

approval of Plans and Specifications shall be forwarded by Developer's Engineer to the applicable regulatory authorities subsequent to JEA's approval of such Plans and Specifications.

7.6 In the performance of its obligations under this Agreement, JEA shall comply with the applicable provisions of Special Conditions 18 and 19 of the Development Order, a copy of which is attached hereto as **Exhibit "F"** and made a part hereof, and including Paragraphs 18(a), 18(b), 18(c), 18(d)(ii), and 19. JEA, at the expense of JEA, shall implement the education provisions thereof.

8. Covenant not to Engage in Utility Business. As a further consideration for this Agreement, so long as this Agreement remains in effect and JEA provides the Water and Sewer Capacity and Reclaimed Water Capacity to the RiverTown Property in accordance with the terms of this Agreement, neither Developer nor its affiliates, their successors or assigns as owners of any portion of the RiverTown Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the RiverTown Property, it being the intention of the parties that the foregoing provision shall be a covenant running with the land and it being intended that the JEA shall have the sole and exclusive right and privilege to provide Water and Sewer Capacity and Reclaimed Water Capacity to the RiverTown Property and to the occupants of each residence, building or unit constructed on the RiverTown Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect. Notwithstanding any provision in this Agreement, Developer, its affiliates, successors, and assigns may construct and utilize shallow irrigation wells to provide irrigation water in accordance with the extent allowed by the Development Order and to develop and operate any and all golf courses in the RiverTown Property and Developer may construct and utilize shallow

irrigation wells to otherwise provide irrigation water on a temporary basis in the event that JEA cannot fully provide reclaimed water services to the RiverTown Property.

9. Limitations on Liability.

9.1 Each party shall be an independent contractor, and neither shall be an agent of the other.

9.2 Neither party shall be liable or responsible to the other party as a result of injury to property or person or failure to comply with the terms of this Agreement proximately caused by force majeure. The term force majeure as employed in this Agreement shall be acts of God, strikes, lock-outs, or other industrial disturbances, acts of terrorism, acts of public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers; and the inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein that are not within the reasonable control of the parties, provided each party shall use its good faith efforts to overcome such force majeure event.

9.3 This Agreement is solely for the benefit of and shall be binding on the parties, their respective authorized successors and assigns, and St. Joe Towns & Resorts, L.P., and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party other than St. Joe Towns & Resorts, L.P., not a party to this Agreement or an authorized successor or assignee of this Agreement. Notwithstanding the foregoing, purchasers of unplatted portions of the RiverTown Property are entitled to Water and Sewer Capacity and Reclaimed Water Capacity under this Agreement under the same terms and conditions of this Agreement.

9.4 Nothing in this Section shall be interpreted as waiving or abrogating JEA's right of sovereign immunity pursuant to Section 768.28, Florida Statutes or any successor statute.

10. Default and Remedies. In the event of a breach of this Agreement by one party, the other party shall have all rights and remedies available at law or in equity. As to any material breach by either party under this Agreement, the breaching party shall proceed in good faith to use all reasonable action to cure such breach. In the event the breaching party fails to cure the breach, the non-breaching party may proceed at law or in equity to enforce its rights under this Agreement, including the right to specific performance and mandamus or to terminate this Agreement and recover damages. Each of the parties to this Agreement shall give the other party written notice of any defaults under this Agreement and shall allow the defaulting party thirty (30) days from the date of its receipt of such notice within which to cure any such defaults.

11. Notice. Any notices required or allowed to be delivered under this Agreement shall be in writing and shall be deemed to be delivered when (i) hand delivered to the official designated below, or (ii) upon receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance with this Agreement:

To JEA: JEA
Director of Strategic Partnerships & Acquisitions
21 West Church Street
Jacksonville, Florida 32202

With Copy to: Christian Blalock, Esq.
Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer: Michael N. Regan
The St. Joe Company
245 Riverside Avenue, Suite 500
Jacksonville, Florida 32203

With a Copy to: M. Lynn Pappas, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

12. Assignments.

12.1 The rights and interests of the Developer under this Agreement may be assigned to (i) any affiliate of the Developer, or (ii) to a third party in connection with a bona fide sale, lease or other conveyance of either all of the RiverTown Property, or any portion of the RiverTown Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates; provided, however, that in either event (i) JEA shall be notified in writing of such assignment, and (ii) such assignee assumes (and delivers a signed assumption agreement to JEA in form attached as **Exhibit "I"**) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the RiverTown Property conveyed to such assignee and agrees as a condition to service hereunder, to obtain or cause to be obtained any easements or rights of way over and upon any portion of the RiverTown Property as may be required under Section 3.9 to serve the portion of the RiverTown Property conveyed to such assignee. Notwithstanding and in addition to the foregoing, the Developer may partially assign rights and obligations under this Agreement to any Community Development District formed as a unit of special purpose government pursuant to Chapter 190, Florida Statutes having jurisdiction over any portion of the RiverTown Property (each a "CDD"), as to portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD in which event such CDD shall assume those obligations of the Developer hereunder only as they relate to those portions of the

JEA Onsite System or Developer Onsite System to be constructed by such CDD and JEA is notified in writing of such assignment and delivers a signed assumption agreement to JEA in form attached as **Exhibit "J."** All other obligations of Developer that do not relate to those portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD shall remain in full force and effect. Upon any such permitted assignment under this Section 12.1, the Developer shall be released from the obligations hereunder assumed by such permitted assignee, it being intended that upon assumption of obligations by any permitted assignee(s) this Agreement shall be several independent agreements between JEA and such permitted assignees.

12.2 JEA shall have the right to assign or transfer this Agreement or the rights and responsibilities contained in this Agreement to any properly authorized commission, authority, corporation, or other public or private person, firm, or entity who acquires all or substantially all of the assets of JEA and shall cause such assignee to assume all obligations of JEA hereunder.

13. Binding Agreement on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Developer, JEA and their respective permitted successors and assigns to the extent assigned and assumed by such assignee. In accordance with this Agreement, time is of the essence with respect to all provisions of this Agreement.

14. Recordation. The parties agree that an executed copy of this Agreement and exhibits shall be recorded in the public records of St. Johns County, Florida.

15. Applicable Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Litigation involving this Agreement shall take place in the state or federal courts located in Duval County, Florida.

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a Florida corporation validly existing and in good standing in the State of Florida, is authorized to do business in the State, and has all requisite corporate power and authority to enter into and fully perform this Agreement.

16.1.2 All necessary action on the part of Developer to authorize execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly taken and, assuming due authorization, execution and delivery by JEA, this Agreement constitutes a valid and legally binding agreement of Developer enforceable in accordance with its terms.

16.1.3 To the best of Developer's knowledge and belief, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any applicable order or regulation of any government and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

16.1.4 Notwithstanding anything contained in this Agreement to the contrary, Developer makes no representations or warranties as to the St. Johns County/JEA Water and Wastewater Interlocal Agreement dated July 20, 1999, as amended (the "St. Johns/Interlocal Agreement"), except that Developer represents that it has received no notice from St. Johns County as to this Agreement constituting a violation of the St. Johns/Interlocal Agreement.

16.2 JEA makes the following representations:

16.2.1 JEA is a duly organized and validly existing body corporate and politic of the State of Florida. JEA has full power and authority to enter into the transactions contemplated by this Agreement.

16.2.2 To the best of its knowledge and belief after due inquiry, JEA is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. JEA has duly authorized the execution and delivery of this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the other party, this Agreement constitutes a valid and legally binding obligation of JEA enforceable in accordance with its terms.

16.2.3 To the best of JEA's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any provision of the constitution of the State of Florida.

16.2.4 Notwithstanding anything contained in this Agreement to the contrary, JEA makes no representations or warranties as to the St. Johns/Interlocal Agreement, except that JEA represents that it has received no notice from St. Johns County as to this Agreement constituting a violation of the St. Johns/Interlocal Agreement.

17. Use of Alternative Sewage Pumping. In order to minimize impacts on property in the Bungalow District and the Cove District, JEA and Developer agree that alternative sewage pumping systems other than gravity systems may be used in such districts. JEA and Developer shall cooperate to determine appropriate alternative non-gravity systems for such districts and determine the appropriate specifications for such alternative systems. JEA shall serve such alternative systems and treat such alternative systems consistently as JEA treats other such alternative systems attached to the JEA System.

18. No Modification of Consumptive Use Permit, Development Order, RiverTown DRI, or RiverTown PUD.

18.1 The parties acknowledge that the Development Order provides that the well on the Well Site (“Well”) will be used consistent with SJRWMD Consumptive Use Permit No. 51220 and the Development Order, including, but not limited to, Special Conditions 18 and 19, a copy of which is attached as **Exhibit “F.”**

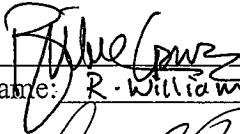


18.2 Except as provided in Section 18.4, JEA shall not make any application or request to SJRWMD or otherwise cause any modification to the Consumptive Use Permit for the Well. Except as provided in Section 18.4, JEA shall not request or cause any modification to the Development Order.

18.3 Except as provided in Section 18.4, JEA shall not request or cause any modification to the RiverTown DRI or the RiverTown PUD.

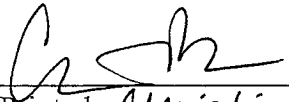
18.4 After December 31, 2014, JEA may make application or request to SJRWMD for a modification to Consumptive Use Permit No. 51220 that would allow JEA to use the well as a supplemental source for its reclaimed water system to the extent that such modification does not conflict with the Development Order at that time. After December 31, 2014, JEA may also make application or request to the appropriate governmental authorities for modification of the Development Order, RiverTown DRI, or RiverTown PUD which is limited to a specific modification for consistency with the specific modification to Consumptive Use Permit No. 51220 permitted by this Section 18.4. JEA shall be responsible for all costs associated with obtaining such modifications.

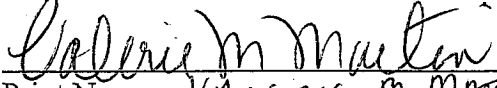
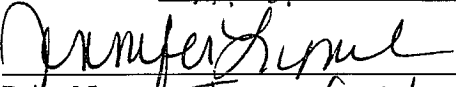
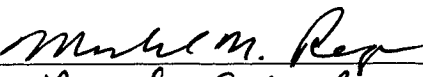
18.5 Developer may, in its sole discretion, support or oppose any of the modifications sought by JEA under this Section 18.

IN WITNESS WHEREOF, the Developer and JEA have executed or caused this Agreement with the named exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, the day and year set forth above.

WITNESSES:  Print Name: <u>R. William Crowe</u>  Print Name: <u>JAMES A. PERRY</u>	JEA , a body politic and corporate of the State of Florida By:  James A. Dickenson Its Chief Executive Officer
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FORM APPROVED BY:


Printed: Christian Bleck
Office of General Counsel

WITNESSES:  Print Name: <u>VALERIE M. MARTIN</u>  Print Name: <u>Jennifer Lynch</u>	THE ST. JOE COMPANY, a Florida corporation By:  Name: <u>Michael N. REGAN</u> Its: <u>SR Vice President</u>
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LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit "A" | DRI Property (Legal Description) |
| Exhibit "B" | RiverTown Development Plan (Map H Master Development Plan) |
| Exhibit "C" | RiverTown Capacity and Phasing Schedule |
| Exhibit "D" | JEA Onsite Improvements |
| Exhibit "E" | JEA System Improvements |
| Exhibit "F" | Special Conditions 18 and 19 of RiverTown Development Order |
| Exhibit "G" | Well Site Description |
| Exhibit "H" | Maps Showing Location of Well Site (Existing Location – 16" Well Site and RiverTown Conceptual Site Pan Key Map H) |
| Exhibit "I" | Partial Assignment and Assumption of Service Agreement |
| Exhibit "J" | Partial Assignment and Assumption of Service Agreement [(CDD Version)] |

EXHIBIT "A"

**DRI PROPERTY
(LEGAL DESCRIPTION)**

Exhibit 1

DRI Property (Legal Description)

LEGAL DESCRIPTION

LEGAL DESCRIPTION PARCEL "A"

TRACT NORTH AND EAST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows; for a **POINT OF REFERENCE**, commence at a large blazed cypress tree, said cypress tree standing within the waters of the St. Johns River, being the southwest corner of the lands described in Deed Book "K", Page 347, of the public records of said county, and shown on survey prepared by John F. Young & Associates, Civil Engineers & Surveyors, January 19, 1953; thence South $87^{\circ}10'56''$ East, along the southerly line of said lands described in Deed Book "K", Page 347, a distance of 846.80 feet to an 18 inch blazed live oak, said tree shown on said survey and being locally recognized and accepted as the southeast corner of said lands and the **POINT OF BEGINNING** of the herein described tract; thence North $52^{\circ}53'05''$ East, along the southeasterly line of the lands as shown by said survey and as described in Deed Book "K", Page 347, a distance of 2794.90 feet, to a 2 inch iron pipe in the centerline of an old existing and abandoned railroad grade; thence North $53^{\circ}05'27''$ East, along the southeasterly line of said lands as shown on said survey by John F. Young and Associates and as described in Parcel One of Deed Book 242, Page 512 of the aforementioned public records, a distance of 1231.93 feet, to a 1 inch iron pipe at the intersection with the southerly line of St. Elmo, as recorded in Map Book 1, Page 137 of the aforementioned public records, said line also being the northerly line of the aforementioned Hallowes Tract; thence North $89^{\circ}04'44''$ East, along said south line of St. Elmo and said north line of the Hallowes Tract, a distance of 883.69 feet to a point; thence departing last described line the following thirteen (13) courses and distances: thence North $03^{\circ}55'07''$ East, a distance of 229.88 feet to a point; thence North $28^{\circ}08'31''$ East, a distance of 230.63 feet to a point; thence North $19^{\circ}50'07''$ East, a distance of 43.96 feet to a point; thence North $85^{\circ}18'09''$ West, a distance of 65.01 feet to a point; thence North $34^{\circ}07'42''$ West, a distance of 98.40 feet to a point; thence North $18^{\circ}29'50''$ East, a distance of 79.61 feet to a point; thence North $63^{\circ}04'59''$ East, a distance of 36.01 feet to a point; thence North $12^{\circ}39'50''$ West, a distance of 167.86 feet to a point; thence North $68^{\circ}05'14''$ West, a distance of 51.93 feet to a point; thence North $45^{\circ}50'59''$ East, a distance of 103.39 feet to a point; thence North $41^{\circ}08'43''$ West, a distance of 99.33 feet to a point; thence North $24^{\circ}57'04''$ West, a distance of 92.86 feet to a point; thence North $16^{\circ}20'09''$ East, a distance of 200.76 feet to a point on the southerly right-of-way line of Bombing

71 Parcel # 85-2-4 CARW-415, dated December 13, 1985; thence South 40°12'14" West, along said southeasterly line of Section 39, a distance of 6293.68 feet to a concrete monument at the intersection with the easterly line of Section 29, Township 5 South, Range 27 East of said county as established by said survey by Loren N. Jones; thence South 40°11'18" West, continuing along said southeasterly line of Section 39 as established by Loren N. Jones, a distance of 2321.16 feet to a 3 inch iron pipe filled with concrete at the intersection with the southerly line of said Section 29; thence South 40°20'17" West, along said southeasterly line of Section 39, a distance of 5424.32 feet to a concrete monument set by St. Joe Paper Company at the intersection with the northerly line of Section 40, Township 5 South, Range 27 East of said county; thence South 41°31'06" West, along said southeasterly line of Section 39 and along the southeasterly line of aforementioned Section 42, a distance of 2198.78 feet to a point being on the northerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established) and being a point on a curve concave northeasterly, having a radius of 22,964.82 feet; thence, along last said northerly right-of-way line the following nine (9) courses and distances: thence, along and around the arc of last described curve, through a central angle of 00°20'09", an arc distance of 134.61 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 64°34'55" West, 134.56 feet; thence North 64°45'00" West, a distance of 6281.57 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1403.64 feet; thence, along and around the arc of said curve, through a central angle of 79°15'00", an arc distance of 1941.48 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 25°07'29" West, 1790.37 feet; thence North 14°30'00" East, a distance of 457.43 feet, to a point of curvature on a curve concave southwesterly, having a radius of 1482.22 feet; thence along and around the arc of said curve, through a central angle of 62°29'00", an arc distance of 1616.42 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 16°44'30" West, 1537.50 feet; thence North 47°59'00" West, a distance of 1739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 2914.90 feet; thence along and around the arc of said curve, through a central angle of 42°24'00", an arc distance of 2157.08 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 69°11'00" West, 2108.19 feet; thence South 89°37'00" West, a distance of 2739.90 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1382.69 feet; thence, along and around the arc of said curve, through a central angle of 08°50'38", an arc distance of 213.43 feet, to a point on last described curve, last described curve being subtended by a chord bearing and distance of North 85°57'41" West, 213.22 feet; said point also being the southwesterly corner of the lands described in Deed Book 179, Page 505 of the aforementioned public records; thence North 38°11'22" East, along the southeasterly line of said lands, a distance of 648.60 feet, to a 1 ½ inch iron pipe filled with concrete being the southeast corner of said lands; thence North 52°50'59" West,

along the northeasterly line of said lands, a distance of 1332.27 feet, to a 2 inch iron pipe being the northeast corner of said lands; thence South 87°57'44" West, along the northerly line of said lands, a distance of 516.85 feet, to a 1 ½ inch iron pipe at the intersection with the easterly right of way line of said State Road No. 13, said point also being the northwest corner of said lands and being a point on a curve concave easterly, having a radius of 1382.69 feet; thence, along said easterly right-of-way line, the following four (4) courses and distances: thence, along and around the arc of last said curve, through a central angle of 13°53'16", an arc distance of 335.15 feet to a point of tangency, last described curve being subtended by a chord bearing and distance of North 03°58'22" East, 334.33 feet; thence North 10°55'00" East, a distance of 1169.27 feet to a point of curvature of a curve concave westerly, having a radius of 2914.89 feet; thence, along and around the arc of said curve, through a central angle of 20°40'00", an arc distance of 1051.40 feet to a point of tangency, last described being subtended by a chord bearing and distance of North 00°35'00" East, 1045.71 feet; thence North 09°45'00" West, a distance of 2120.71 feet, to a point; thence South 88°41'33" East, departing said easterly line, a distance of 290.79 feet to the **POINT OF BEGINNING**.

The lands thus described, contains 3,714.48 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

LEGAL DESCRIPTION PARCEL "B"
TRACT SOUTH AND WEST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: for a **POINT OF BEGINNING**, commence at the intersection of the southerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established, with the southeasterly line of said Section 39; thence South 41°31'06" West, along said southeasterly line, a distance of 1,084 feet more or less, to the mean high water line on the easterly shore of the St. Johns River; thence along said mean high water line, traveling in a northwesterly direction, a distance of 17,180 feet, more or less, to a three (3) inch iron pipe at the intersection with the southeasterly line of the lands described in Official Records Volume 8, Page 321 of the current public records of St. Johns County, Florida; thence North 44°10'14" East, departing said mean high water line, a distance of 873 feet more or less, to a 3 inch iron pipe at the southeast corner of said lands; thence North 04°44'16" West, along the easterly line of said lands, also being the easterly line of the lands intended to be described in and by that certain deed recorded in Deed Book 107, Page 495 of the aforementioned public records, a distance of 744.19 feet to a three (3) inch iron pipe filled with concrete at the northeast corner of

said lands; thence South 89°51'57" West, along the northerly line of said lands, a distance of 425.69 feet, to the intersection with the easterly line of the lands as described in Official Records Volume 4, Page 66 of the aforementioned public records; thence North 09°01'23" West, along the easterly line of said lands, a distance of 1528.20 feet to an angle point in said easterly line; thence North 10°58'37" East, continuing along the easterly line of said lands, a distance of 563.94 feet, to the southerly right-of-way line of aforementioned State Road No. 13, said point also being a point on a curve concave northerly, having a radius of 1482.69 feet; thence, continuing along said southerly right-of-way line the following nine (9) courses and distances: thence, along and around the arc of said curve, through a central angle of 02°17'40", an arc distance of 59.38 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 89°14'10" East, 59.37 feet; thence North 89°37'00" East, a distance of 2739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 2814.90 feet; thence, along and around the arc of said curve, through a central angle of 42°24'00", an arc distance of 2083.08 feet, to a point of tangency; last described curve being subtended by a chord bearing and distance of South 69°11'00" East, 2035.87 feet; thence South 47°59'00" East, a distance of 1739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 1382.22 feet; thence, along and around the arc of said curve, through a central angle of 62°29'00", an arc distance of 1507.37 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 16°44'30" East, 1433.77 feet; thence South 14°30'00" West, a distance of 457.43 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1503.64 feet; thence, along and around the arc of said curve, through a central angle of 79°15'00", an arc distance of 2079.79 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 25°07'29" East, 1917.92 feet; thence South 64°45'00" East, a distance of 6281.57 feet, to a point of curvature on a curve concave southwesterly, having a radius of 23,064.82 feet; thence, along and around the arc of said curve, through a central angle of 00°15'44", an arc distance of 105.56, to the **POINT OF BEGINNING**, last described curve being subtended by a chord bearing and distance South 64°52'52" East, 105.56 feet.

The lands thus described, contains 447.91 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

LEGAL DESCRIPTION PARCEL "C"
TRACT SOUTH AND WEST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County,

Florida, being more particularly described as follows; for a **POINT OF BEGINNING**, commence at the northeasterly corner of Remington Park, according to the plat thereof recorded in Map Book 7, Page 1 of the public records of St. Johns County, Florida, said point also being on the southerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established) and being a point on a curve concave northerly, having a radius of 1482.69 feet; thence, along and around the arc of said curve, through a central angle of $07^{\circ}34'52''$, an arc distance of 196.18 feet, to a point on said curve, said point also being at the northwesterly corner of a tract of land conveyed per instrument recorded in Official Records Volume 4, Page 66 of said public records, last described curve being subtended by a chord bearing and distance of South $83^{\circ}07'35''$ East, 196.04 feet; thence, along the westerly line of said lands, the following two (2) courses and distances: thence South $10^{\circ}58'37''$ West, a distance of 564.76 feet, to an angle point in said westerly line; thence South $09^{\circ}01'23''$ East, a distance of 1528.80 feet to the intersection with the northerly line of those lands conveyed per instrument recorded in deed book 107, page 495 of said public records; thence South $89^{\circ}51'57''$ West, along the northerly line of said lands, a distance of 130.32 feet to a point being located at the northwesterly corner of said lands; thence South $08^{\circ}45'36''$ West, along the westerly line of said lands, a distance of 630.88 feet, to a point being located at the northeasterly corner of the lands as described in Official Records Volume 412, Page 549, of said public records; thence South $78^{\circ}05'22''$ West, along the northerly line of said lands, a distance of 383 feet, more or less to a point being located on the mean high water line on the easterly shore of the St. Johns River; thence, along said mean high water line, traveling in a northerly direction, a distance of 2,369 feet, more or less to a point being located on the easterly line of aforesaid Remington Park; thence, North $38^{\circ}44'59''$ East, along said easterly line, a distance of 783 feet, more or less, to the **POINT OF BEGINNING**.

The lands thus described, contains 23.11 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

EXHIBIT "B"

**RIVERTOWN DEVELOPMENT PLAN
(MAP H MASTER DEVELOPMENT PLAN)**

EXHIBIT "C"

RIVERTOWN CAPACITY AND PHASING SCHEDULE

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

Year/Land Use	Water		Wastewater		Reuse	
	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories
	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)
2006						
Single Family	0.1540	0.1540	0.1232	0.1232	0.0792	0.0792
Multi-Family	0.0240	0.1780	0.0184	0.1416	0.0060	0.0852
Retail	0.0016	0.1796	0.0016	0.1432	0.0010	0.0862
Office	0.0016	0.1812	0.0016	0.1448	0.0010	0.0872
Light Industrial	0.0010	0.1822	0.0002	0.1450	0.0010	0.0882
Golf Course (18 holes)	0.0250	0.2072	0.0250	0.1700	0.6500	0.7382
Parks	0.0010	0.2082	0.0010	0.1710	0.0950	0.8332
<i>Yearly Sub-Total</i>	<i>0.2082</i>		<i>0.1710</i>		<i>0.8332</i>	
2007						
Single Family	0.1540	0.3622	0.1232	0.2942	0.0792	0.9124
Multi-Family	0.0240	0.3862	0.0184	0.3126	0.0060	0.9184
Retail	0.0016	0.3878	0.0016	0.3142	0.0010	0.9194
Office	0.0016	0.3894	0.0016	0.3158	0.0010	0.9204
Light Industrial	0.0010	0.3904	0.0002	0.3160	0.0010	0.9214
Schools	0.0390	0.4294	0.0390	0.3550	0.0330	0.9544
<i>Yearly Sub-Total</i>	<i>0.2212</i>		<i>0.1840</i>		<i>0.1212</i>	
2008						
Single Family	0.1540	0.5834	0.1232	0.4782	0.0792	1.0336
Multi-Family	0.0240	0.6074	0.0184	0.4966	0.0060	1.0396
Retail	0.0016	0.6090	0.0016	0.4982	0.0010	1.0406
Office	0.0016	0.6106	0.0016	0.4998	0.0010	1.0416
Light Industrial	0.0010	0.6116	0.0002	0.5000	0.0010	1.0426
<i>Yearly Sub-Total</i>	<i>0.1822</i>		<i>0.1450</i>		<i>0.0882</i>	
2009						
Single Family	0.1540	0.7656	0.1232	0.6232	0.0792	1.1218
Multi-Family	0.0240	0.7896	0.0184	0.6416	0.0060	1.1278
Retail	0.0016	0.7912	0.0016	0.6432	0.0010	1.1288
Office	0.0016	0.7928	0.0016	0.6448	0.0010	1.1298
Light Industrial	0.0010	0.7938	0.0002	0.6450	0.0010	1.1308
<i>Yearly Sub-Total</i>	<i>0.1822</i>		<i>0.1450</i>		<i>0.0882</i>	
2010						
Single Family	0.1540	0.9478	0.1232	0.7682	0.0792	1.2100
Multi-Family	0.0240	0.9718	0.0184	0.7866	0.0060	1.2160
Retail	0.0016	0.9734	0.0016	0.7882	0.0010	1.2170
Office	0.0016	0.9750	0.0016	0.7898	0.0010	1.2180
Light Industrial	0.0010	0.9760	0.0002	0.7900	0.0010	1.2190
<i>Yearly Sub-Total</i>	<i>0.1822</i>		<i>0.1450</i>		<i>0.0882</i>	

* ADF - Average Daily Flow, from ADA

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

Year/Land Use	Water		Wastewater		Reuse	
	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories
	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)
2011						
Single Family	0.1050	1.0810	0.0840	0.8740	0.0540	1.2730
Multi-Family	0.0240	1.1050	0.0184	0.8924	0.0060	1.2790
Retail	0.0074	1.1124	0.0076	0.9000	0.0050	1.2840
Office	0.0016	1.1140	0.0016	0.9016	0.0010	1.2850
Light Industrial	0.0010	1.1150	0.0010	0.9026	0.0010	1.2860
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
2012						
Single Family	0.1050	1.2200	0.0840	0.9866	0.0540	1.3400
Multi-Family	0.0240	1.2440	0.0184	1.0050	0.0060	1.3460
Retail	0.0074	1.2514	0.0076	1.0126	0.0050	1.3510
Office	0.0016	1.2530	0.0016	1.0142	0.0010	1.3520
Light Industrial	0.0010	1.2540	0.0010	1.0152	0.0010	1.3530
Schools	0.0140	1.2680	0.0140	1.0292	0.0110	1.3640
<i>Yearly Sub-Total</i>	<i>0.1530</i>		<i>0.1266</i>		<i>0.0780</i>	
2013						
Single Family	0.1050	1.3730	0.0840	1.1132	0.0540	1.4180
Multi-Family	0.0240	1.3970	0.0184	1.1316	0.0060	1.4240
Retail	0.0074	1.4044	0.0076	1.1392	0.0050	1.4290
Office	0.0016	1.4060	0.0016	1.1408	0.0010	1.4300
Light Industrial	0.0010	1.4070	0.0010	1.1418	0.0010	1.4310
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
2014						
Single Family	0.1050	1.5120	0.0840	1.2258	0.0540	1.4850
Multi-Family	0.0240	1.5360	0.0184	1.2442	0.0060	1.4910
Retail	0.0074	1.5434	0.0076	1.2518	0.0050	1.4960
Office	0.0016	1.5450	0.0016	1.2534	0.0010	1.4970
Light Industrial	0.0010	1.5460	0.0010	1.2544	0.0010	1.4980
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
2015						
Single Family	0.1050	1.6510	0.0840	1.3384	0.0540	1.5520
Multi-Family	0.0240	1.6750	0.0184	1.3568	0.0060	1.5580
Retail	0.0074	1.6824	0.0076	1.3644	0.0050	1.5630
Office	0.0016	1.6840	0.0016	1.3660	0.0010	1.5640
Light Industrial	0.0010	1.6850	0.0010	1.3670	0.0010	1.5650
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
Total for 2006-2015		1.6850		1.3670		1.5650

* ADF - Average Daily Flow, from ADA

Grand totals are shown in bold

EXHIBIT "D"

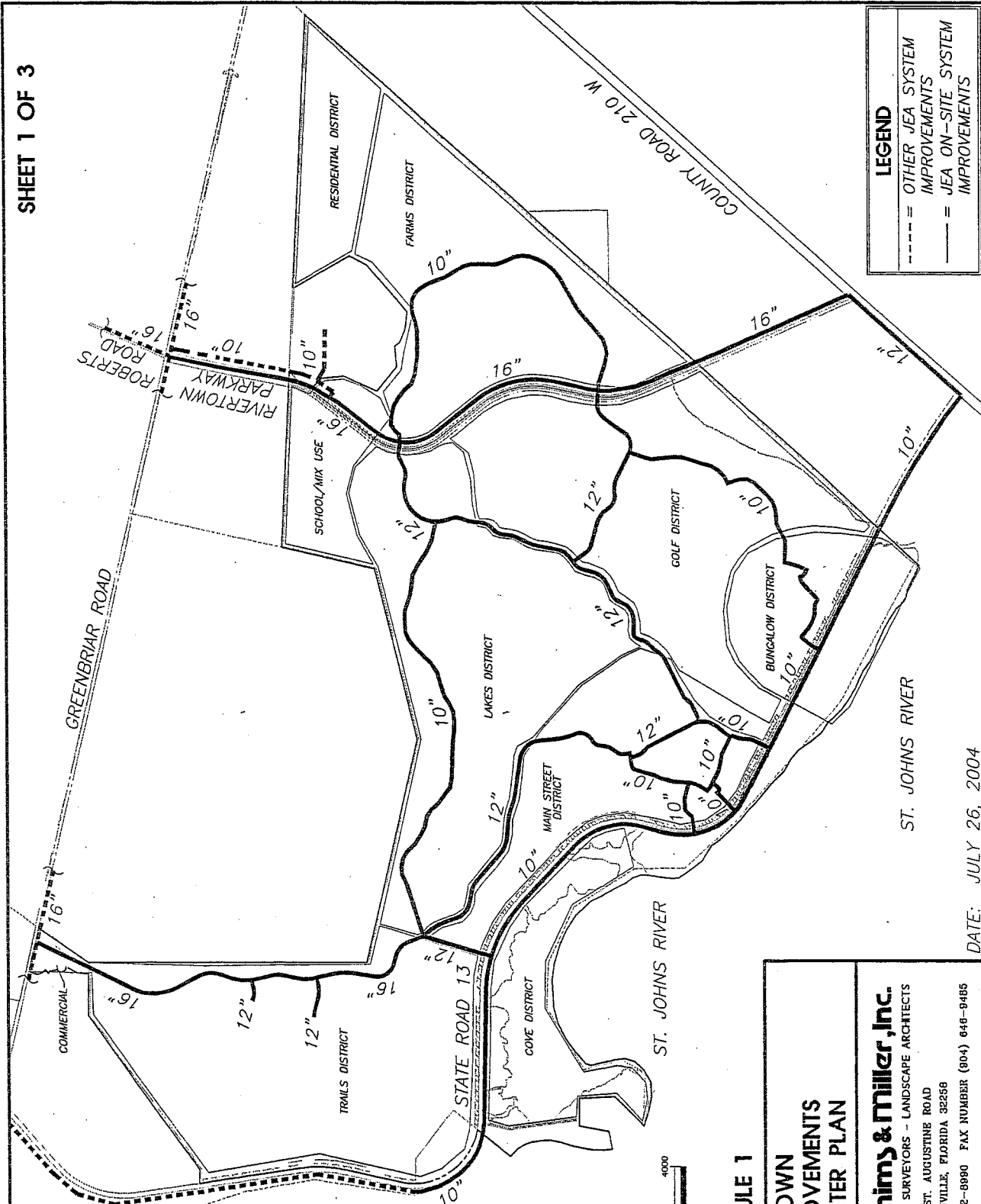
JEA ON-SITE IMPROVEMENTS

The JEA Onsite Improvements are shown by the solid lines. The other JEA System Improvements are shown by the dash lines.

JEA Onsite Improvements shall not include improvements at the Well Site or the Facility Site or the improvements required to connect such facilities to the JEA System.

JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System improvements.

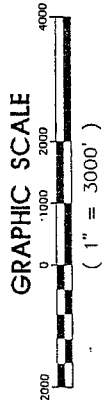
SHEET 1 OF 3



LEGEND

- = OTHER JEA SYSTEM IMPROVEMENTS
- = JEA ON-SITE SYSTEM IMPROVEMENTS

- NOTES:**
1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
 2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
 3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.

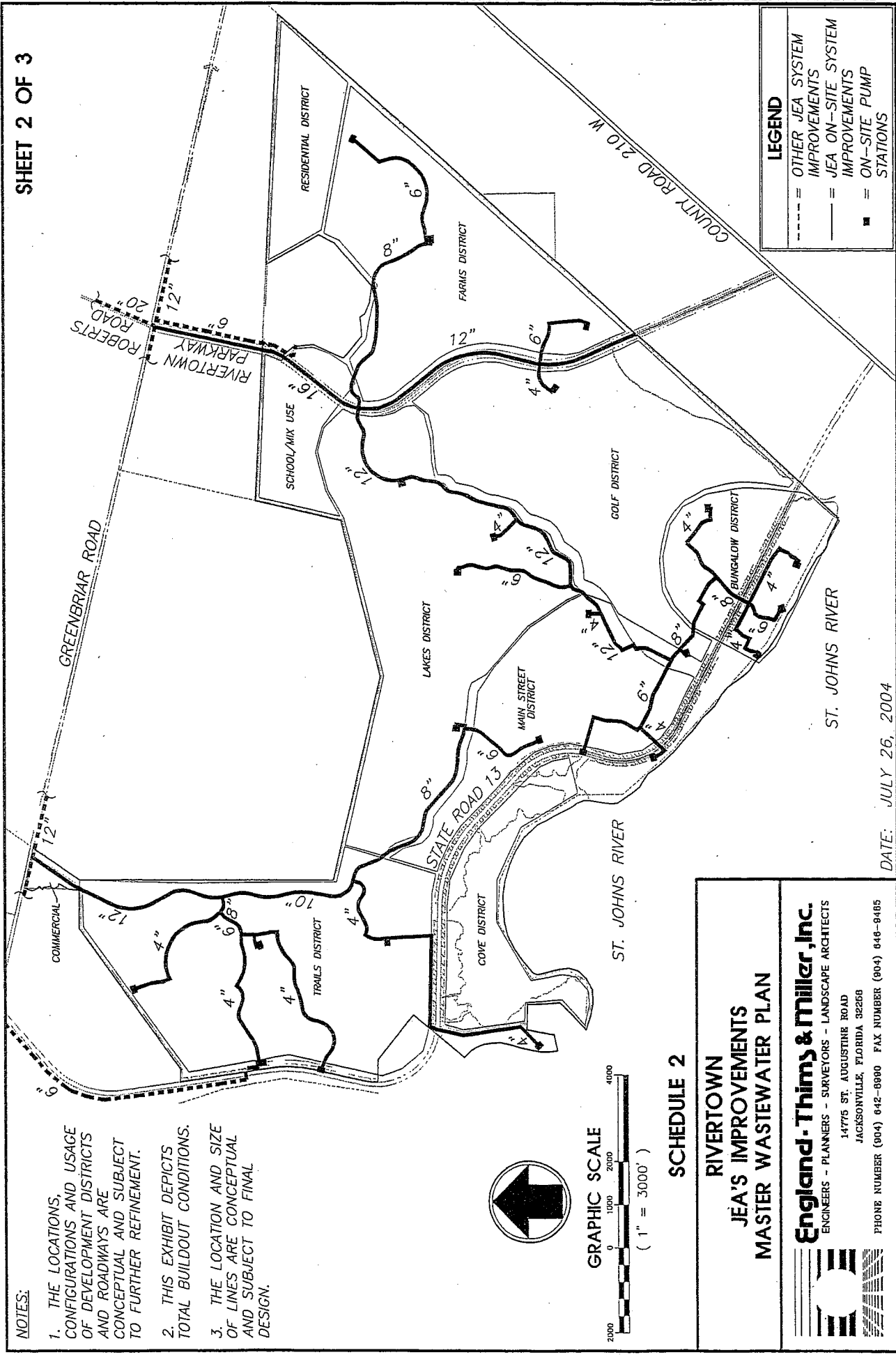


SCHEDULE 1
RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32256
 PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 648-9485

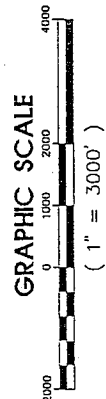
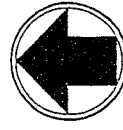
DATE: JULY 26, 2004

SHEET 2 OF 3



NOTES:

1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



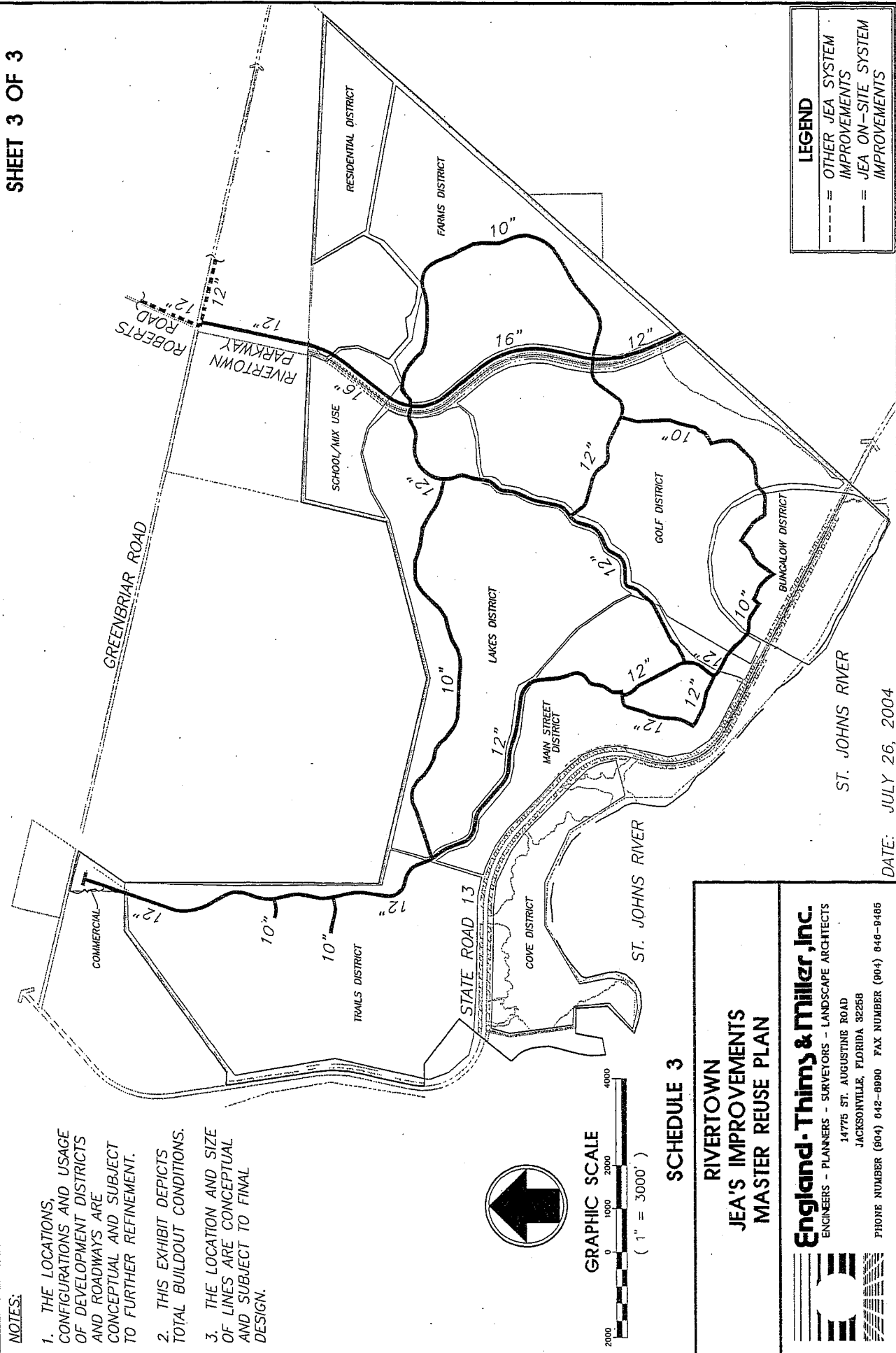
SCHEDULE 2

**RIVERTOWN
 JEA'S IMPROVEMENTS
 MASTER WASTEWATER PLAN**

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32260
 PHONE NUMBER (904) 642-6990 FAX NUMBER (904) 646-9465

DATE: JULY 26, 2004

SHEET 3 OF 3



NOTES:

1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.

SCHEDULE 3

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN**



England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9486

DATE: JULY 26, 2004

EXHIBIT "E"

JEA SYSTEM IMPROVEMENTS

The JEA Onsite Improvements are shown by the solid lines. The other JEA System Improvements are shown by the dash lines.

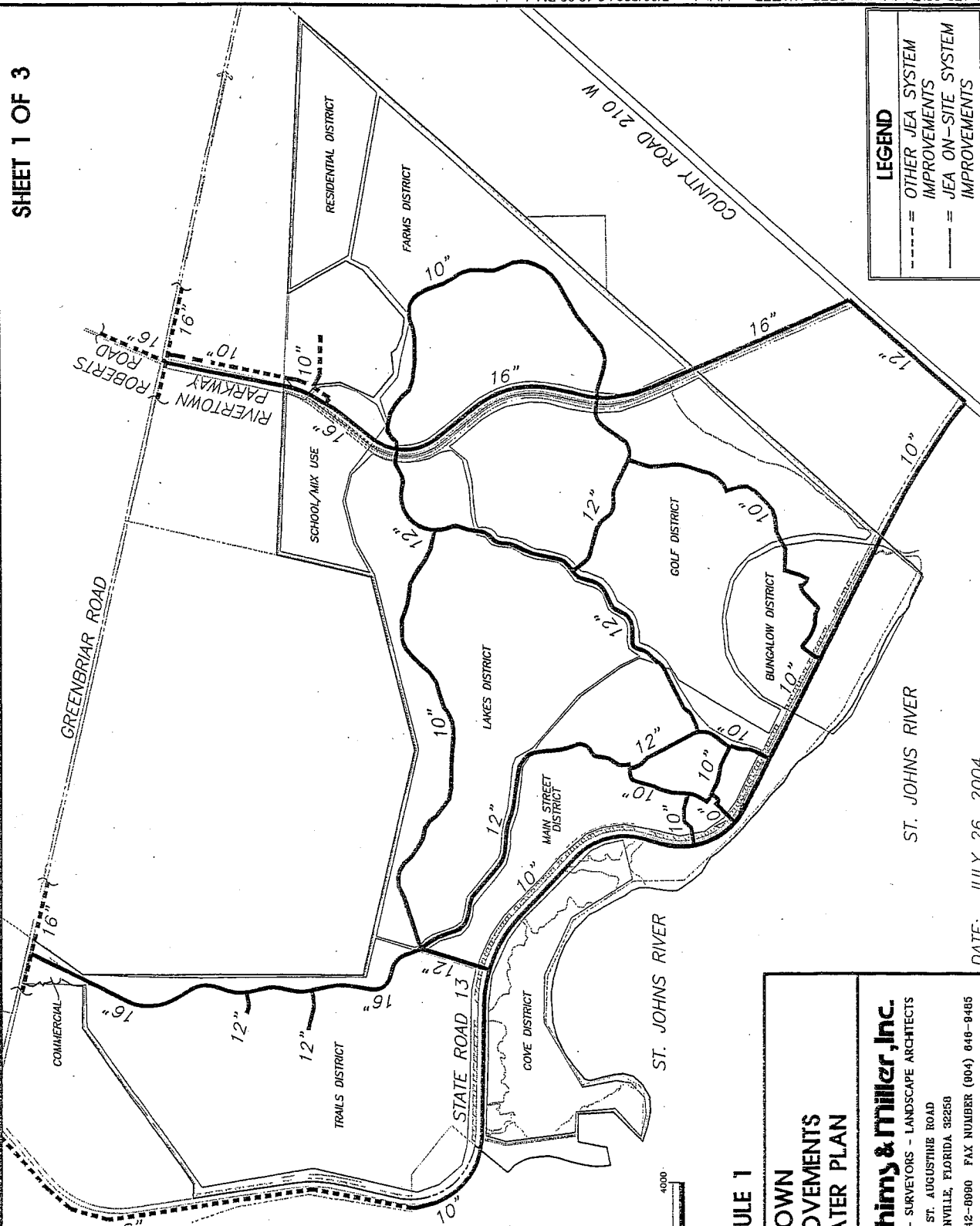
JEA Onsite Improvements shall not include improvements at the Well Site or the Facility Site or the improvements required to connect such facilities to the JEA System.

JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System Improvements.

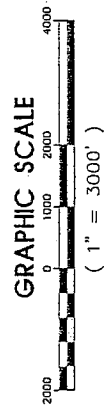
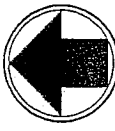
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SHEET 1 OF 3

LEGEND	
---	OTHER JEA SYSTEM IMPROVEMENTS
---	JEA ON-SITE SYSTEM IMPROVEMENTS



- NOTES:**
1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
 2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
 3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



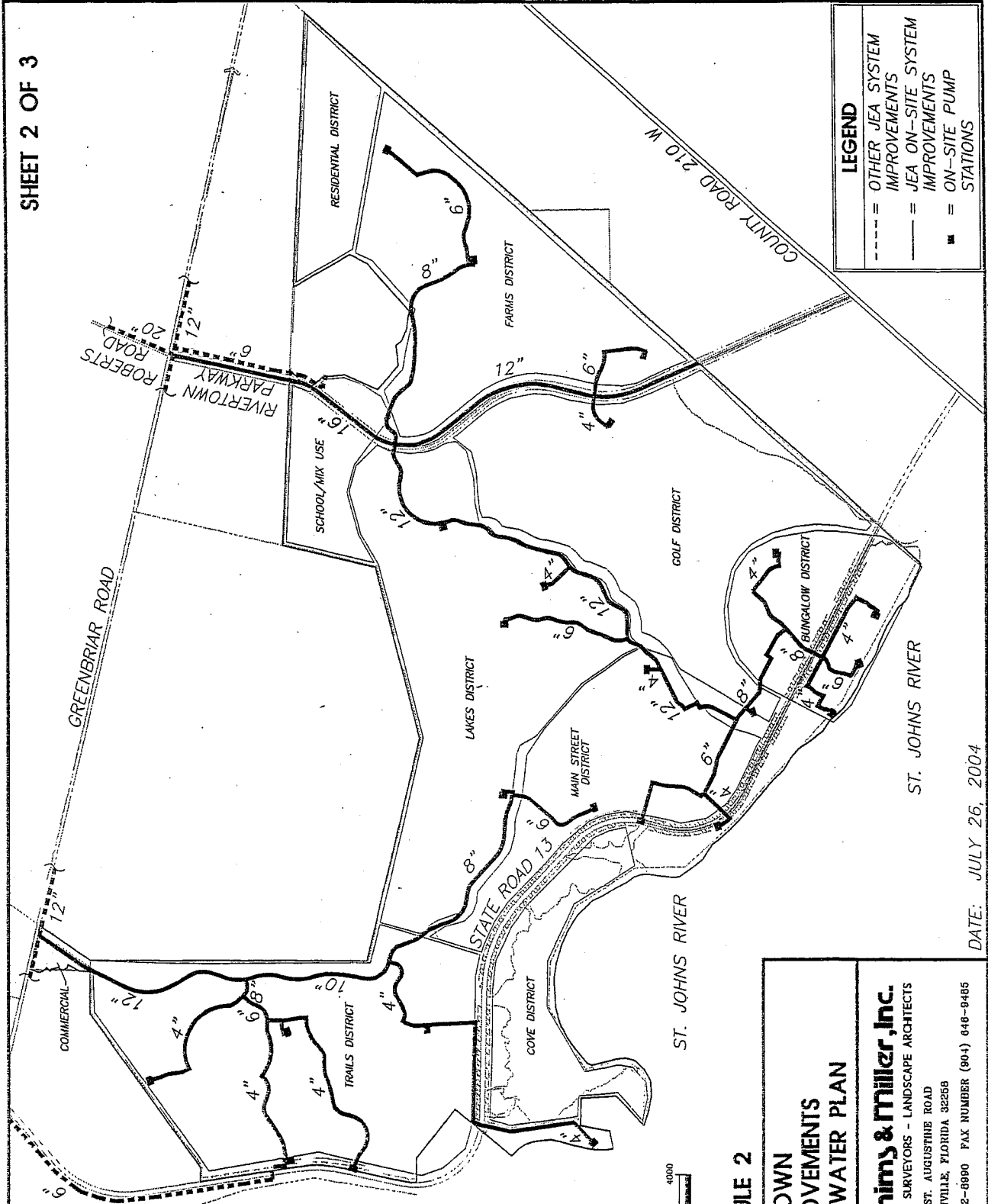
SCHEDULE 1
RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32256
 PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 648-9485

DATE: JULY 26, 2004

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SHEET 2 OF 3



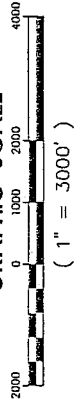
DATE: JULY 26, 2004

NOTES:

1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



GRAPHIC SCALE



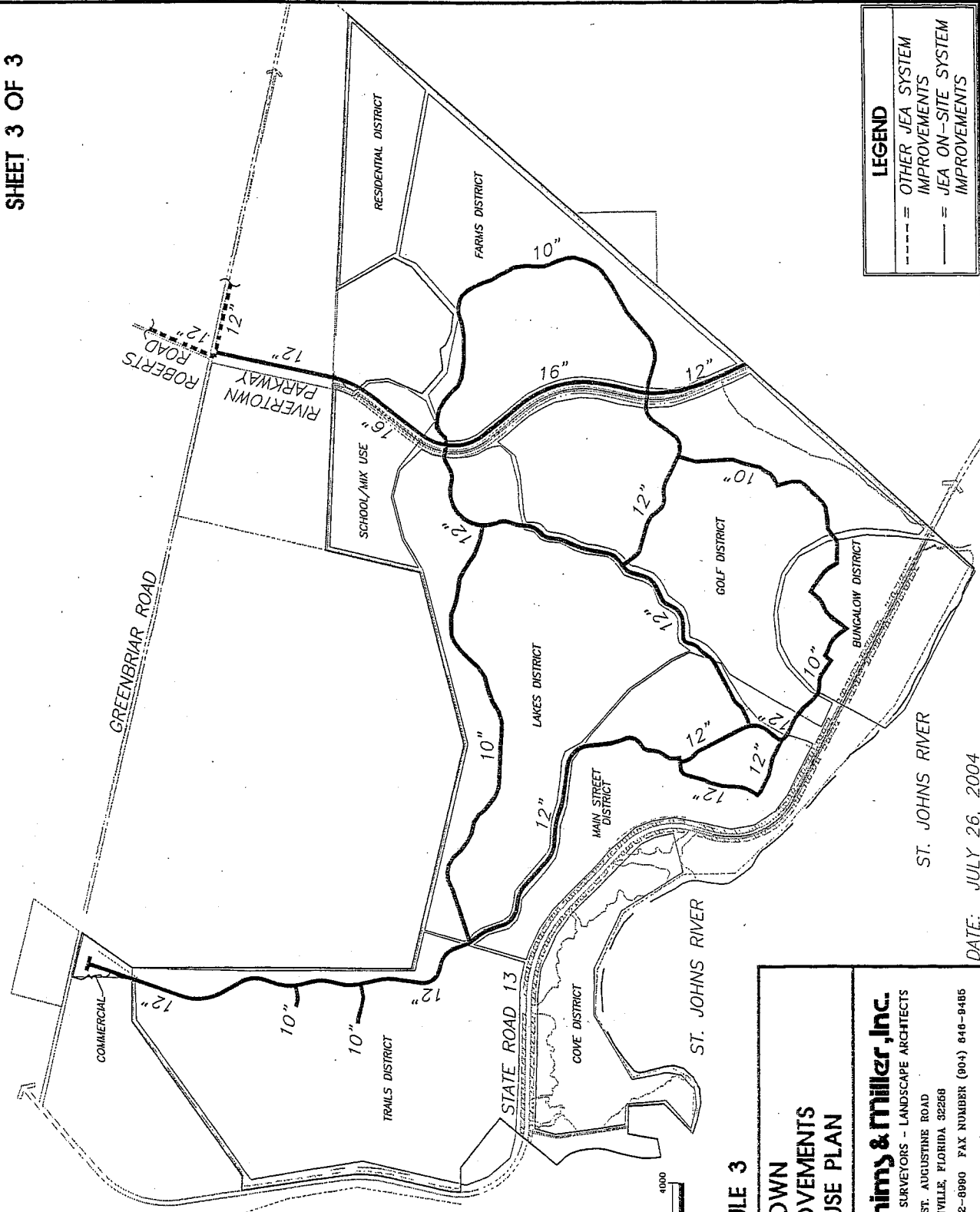
SCHEDULE 2

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WASTEWATER PLAN**

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 648-9465



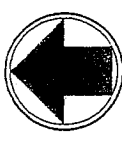
SHEET 3 OF 3



LEGEND

---	OTHER JEA SYSTEM IMPROVEMENTS
---	JEA ON-SITE SYSTEM IMPROVEMENTS

- NOTES:**
1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
 2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
 3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



SCHEDULE 3

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN**

England-Thimms & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14776 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32286
 PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 648-8485

DATE: JULY 26, 2004

EXHIBIT "F"

**SPECIAL CONDITIONS 18 AND 19 OF
RIVERTOWN DEVELOPMENT ORDER**

RESOLUTION NO. 2004-45

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2004-45, A DEVELOPMENT ORDER FOR
RIVERTOWN, A DEVELOPMENT OF REGIONAL IMPACT UNDER
CHAPTER 380, FLORIDA STATUTES; AUTHORIZING
DEVELOPMENT OF APPROXIMATELY 4,170 ACRES IN
NORTHWEST ST. JOHNS COUNTY; ESTABLISHING
MITIGATION REQUIREMENTS FOR REGIONAL IMPACTS
INCLUDING MITIGATION FOR TRANSPORTATION AND
ENVIRONMENTAL IMPACTS, PROVIDING DEVELOPMENT
PHASING AND BUILDOUT DATES; ESTABLISHING AN
EFFECTIVE DATE

LET IT BE KNOWN that, pursuant to Section 380.06 of the Florida Statutes (2003), the St. Johns County Board of County Commissioners has heard at a public hearing held on February 24, 2004, the Application for Development Approval for the proposed RiverTown Development of Regional Impact ("ADA"); and

RECITALS

WHEREAS, the Board of County Commissioners of St. Johns County has considered the Regional Recommendations of the Northeast Florida Regional Council ("NEFRC") dated February 4, 2004 ("Regional Report"), the recommendations of the St. Johns County staff, and the documents and comments upon the record made before the St. Johns County Board of County Commissioners; and

WHEREAS, the RiverTown Development of Regional Impact (the "DRI" or "RiverTown DRI") is a proposed mixed use master planned community on approximately 4,170 acres as more specifically described on the attached Exhibit 1 (the "DRI Property"); and

18. **Water Supply.** The Applicant will apply for concurrent stormwater management and consumptive use permits for the golf course to ensure the coordination of interrelated aspects such as the construction of a stormwater system that supports water reuse and minimizes pollutant and volume loading into surface water.

(a) **Potable Water.** A central water supply system will provide water needs for all development within RiverTown. There will be no on-site potable water wells and no surficial aquifer wells except those listed in subsection 19(c) below. Development will occur concurrent with the provision of adequate central potable water service meeting the adopted level of service in the 2015 St. Johns County Comprehensive Plan. No building permits will be issued for development of Phase II until the Developer has provided the County written confirmation from the JEA or subsequent utility provider that adequate water supplies are available to serve the remainder of the proposed development.

(b) **Reuse.** Irrigation demands within RiverTown will be met using reuse water. Reuse water will be the primary source of irrigation for the RiverTown DRI with shallow irrigation wells serving only as a backup source for irrigation. Distribution lines for reuse (nonpotable water) will be installed concurrent with development of the RiverTown DRI for all uses in the DRI (residential and non-residential). The nonpotable distribution system will be developed in parallel to the potable system for all land uses in the RiverTown DRI for utilization when reuse water is available in October 2006. Reuse water will consist of the following sources:

(i) Wastewater effluent treated to public access standards and delivered to the end user by the utility provider; and

(ii) Stormwater.

(c) **Wells.** No onsite potable water wells will be located within RiverTown, except the following wells permitted for water use pursuant to that certain CUP Permit #51220: GCI-1, GCI-2, GCI-3, and GCI-4, and self supplied domestic use wells ("Existing Wells") and those certain wells that may be needed to service remote, isolated golf course or recreational facilities ("Isolated Facility Wells"). The Existing Wells will be used consistent with the CUP Permit and will not be utilized to provide or supplant irrigation needs of any portion of the DRI Property. Irrigation wells will be allowed only as a backup source to the reuse supply system. No ground water will be utilized for surface water level maintenance or decorative uses. Any new wells discovered on the site during the development process will be properly plugged and abandoned in accordance with District rules and regulations when the area around each well is developed, except the Existing Wells. Any wells discovered during the development process will be reported immediately to the District and the County. Any wells not disclosed and reviewed for water use consistent with Chapter 40C-2, F.A.C. must be plugged and abandoned.

(d) **Water Conservation.** Water conservation strategies, including Xeriscape landscaping techniques and low-flow plumbing fixtures will be incorporated in the construction, operation, and maintenance phases of the development and will be included in the covenants and deed restrictions for the project. The conservation strategies will include the following conditions:

- (i) The Developer will use low-flow plumbing fixtures consistent with the Water Conservation Act, 553.14, Florida Statutes (2003).
- (ii) The Developer, property owner's association, CDD or water utility provider will implement a water conservation education program as specified in Section

12.2.5.1(e) of the St. Johns River Water Management District, Consumptive Use Permitting Applicant's Handbook. The curriculum of the education program will be supplied with the first biennial Monitoring Report and each subsequent Monitoring Report until build out; and

- iii) The Developer will include information on Xeriscape, native vegetation, and drought tolerant vegetation (*SJRWMD Xeriscape Plant Guide*, water conservation guides and *IFAS's Xeriscape Plant Guides* and IFAS's Cooperation Extension Services "*Florida Yards and Neighborhoods*" material) in design guidelines for the project.
- iv) Within project common areas, commercial areas, and multi-family residential complexes, 50% of planted vegetation, by aerial extent, will consist of native, drought tolerant or xeric vegetation in all landscaped areas. Landscaped areas include planted vegetation and mulch; however, they do not include hardscaped areas. Native or drought-resistant plants include those in the District's *Waterwise Florida Landscapes*, the Florida Native Plant Society's list of native landscape plants for St. Johns County, *A Gardner's Guide to Florida's Native Plants* (Osorio 2001), or comparable guidelines prepared by the Florida Dept. of Agriculture and Consumer Services, Fish and Wildlife Conservation Commission, or FDEP.
-) Within common areas, commercial areas, and multi-family residential complexes, the Applicant, its successors and assigns, will use at least 70% of fertilizer use in slow-release or organic form.
- i) Project covenants and restrictions will prohibit the use of decorative and ornamental fountains, except for those that use reclaimed water or stormwater, consistent with

Florida laws and regulations. Interactive recreational fountains may use potable water provided a re-circulation treatment system is installed.

- (vii) Applicant will undertake two demonstration projects, one (1) residential and one (1) non-residential which implement and exhibit water wise landscaping principals which incorporates drought-tolerant or native vegetation.

19. Wastewater Management. Development will occur concurrent with the provision of adequate central sewer service meeting the adopted level of service standard required for wastewater under the 2015 St. Johns County Comprehensive Plan. Central sewer service will be provided for the RiverTown DRI, except for isolated golf course and recreational facilities. Septic tanks will be prohibited within the RiverTown DRI, except for use in providing sewer service to isolated golf course and recreational facilities. Temporary surface tanks may be used to provide sewer service to construction and marketing trailers only until central sewer lines are installed and in use. No building permits will be issued for development of Phase 2 until the Developer has provided written confirmation to the County from the JEA or subsequent utility provider that adequate treatment and collection capacity is available for the remainder of the proposed development.

20. Stormwater Management and Floodplains.

- (a) **Stormwater Management.** The stormwater system for RiverTown will be designed using multiple discharge points throughout the project in order to minimize the intensity and volume of discharge from any single point, thereby reducing the potential for flooding and erosion. All drainage improvements will be designed so that the rate of stormwater which flows into the creeks and tributary wetland systems is equal to or reduced from the pre-development conditions. The normal water elevation of each

EXHIBIT "G"

WELL SITE DESCRIPTION

RIVERTOWN WELL SITE

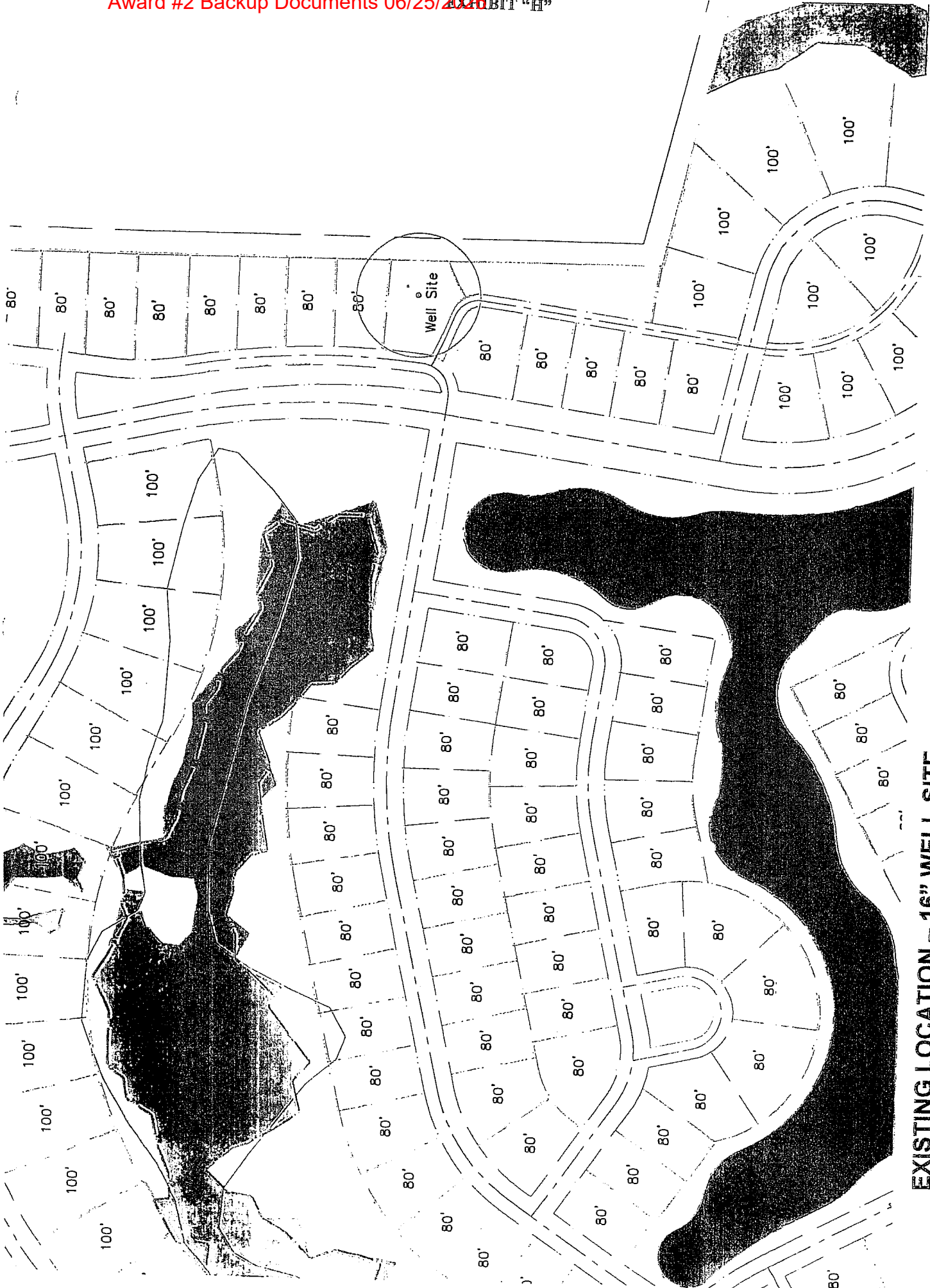
A parcel of land, being a portion of the Hallows Tract, situated in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a point of reference, commence at the monumented Southwesterly line of Greenbriar Section One, as shown on the plat thereof, recorded in Map Book 14, pages 57 and 58 of the public records of St. Johns County, Florida, said point being the intersection of the Southerly line of that 100 foot easement for drainage and utilities, as shown on the aforesaid plat of Greenbriar Section One, with the Westerly line of those lands described and recorded in Official Records Book 702, page 995 (RE#000685-0000, Land Owners: Switzerland Properties, Inc.), of the public records of said St. Johns County, Florida, and the Easterly line of those lands described and recorded in Official Records Book 1409, page 1425 (RE#000700-0000, Land Owner: St. Joe Corporation), and run thence South 00°00'46" West, along the aforesaid Westerly line of lands described and recorded in Official Records Book 1409, page 1425 of said public records, (also being the Westerly line of lands described and recorded in Official Records Book 702, page 995, and a Southerly prolongation of the Westerly line of said Greenbriar Section One, a distance of 3271.80 feet, to the Point of Beginning.

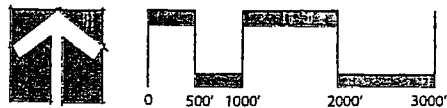
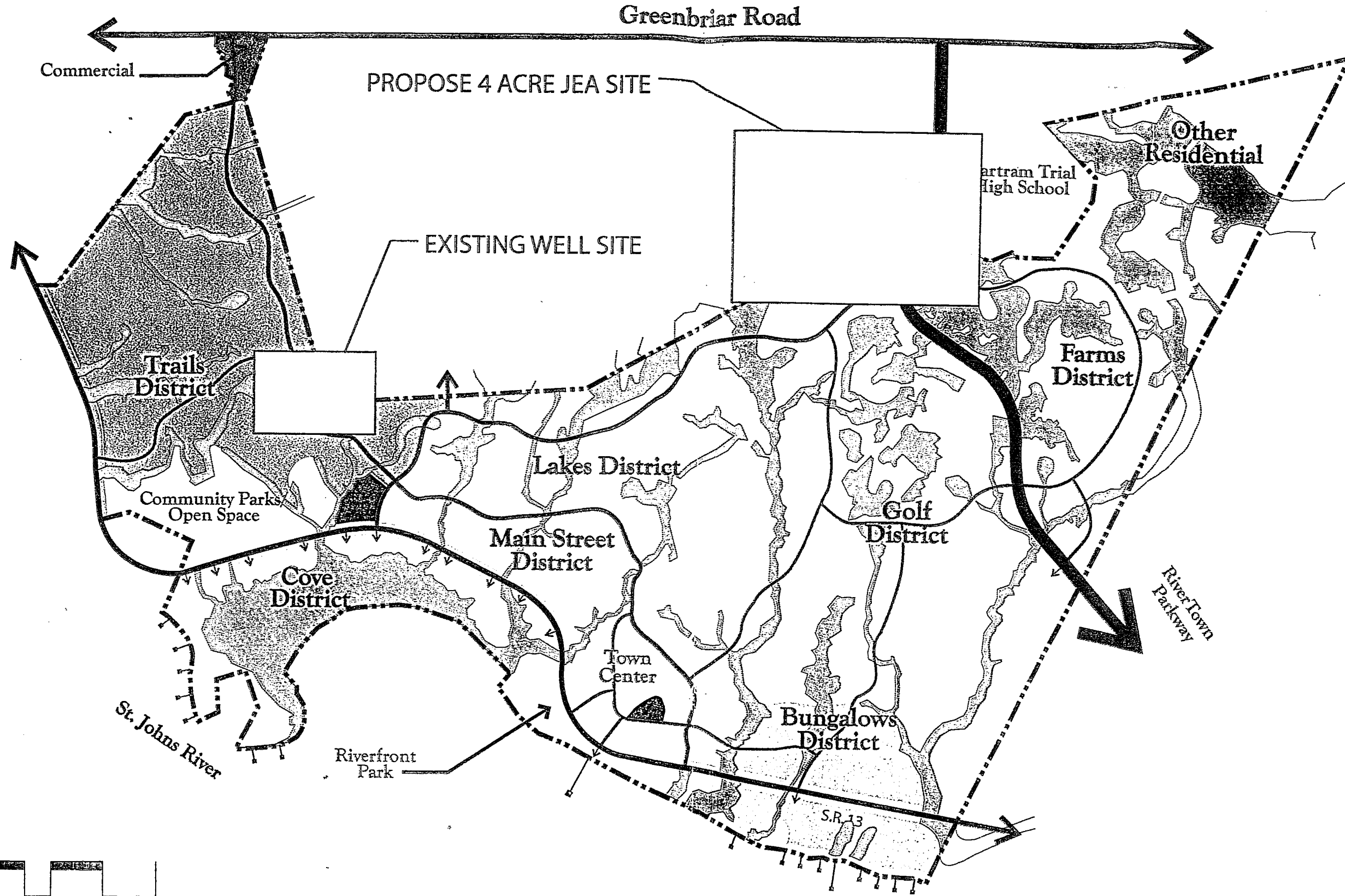
From the Point of Beginning thus described continue South 00°00'46" West, continuing along last said line, a distance of 235.00 feet, to a point; run thence North 81°14'04" West, a distance of 230.00 feet, to a point; run thence North 07°47'30" East, a distance of 201.86 feet, to a point; run thence South 89°59'14" East, a distance of 200.00 feet, to the Point of Beginning.

EXHIBIT "H"

MAPS SHOWING LOCATION OF WELL SITE
(EXISTING LOCATION - 16" WELL SITE AND
RIVERTOWN CONCEPTUAL SITE PLAN KEY MAP H)



EXISTING LOCATION - 16" WELL SITE

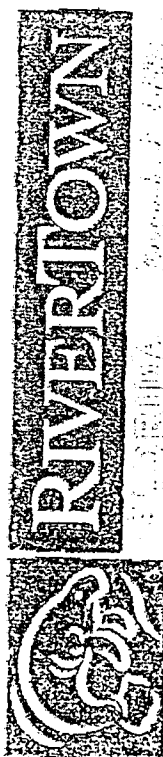


RIVERTOWN CONCEPTUAL SITE PLAN
KEY MAP

CONSULTANT TEAM

- Lewis, Longman & Walker, P.A. - Legal Counsel
- Wilson/Miller, Inc. - Planning & Transportation
- Englund, Thims & Miller, Inc. - Engineering
- Tunnell, Spangler & Associates - Master Planning
- Environmental Services, Inc. - Environmental
- Fishkind & Associates - Environmental
- Economic Associates - Economic

A Development of Regional Impact
in
St. Johns County, Florida
by
ARVIDA
a STJOR company



MAP H
MASTER DEVELOPMENT PLAN

REVISED
FEBRUARY 2004

EXHIBIT "I"

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____, a _____, whose address is _____ ("Assignee"), and **THE ST. JOE COMPANY**, A Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("Assignor"), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the RiverTown Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated _____, 2004 (the "Service Agreement") for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the RiverTown Property; and

WHEREAS, Assignor and Assignee have entered into an Agreement for Purchase and Sale ("Conveyance Agreement") in which Assignee will convey a portion of the RiverTown Property to Assignee ("Conveyed Property"), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

WHEREAS, as a part of such transaction and to accommodate Assignee's intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor's rights and obligations under the Service Agreement.

NOW THEREFORE, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. **Assignment.**

3.1. Assignor hereby assigns to Assignee the Water, Sewer and Reclaimed Water Capacity as described on **Exhibit "A"** attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the obligations under the Service Agreement as to the Water, Sewer and Reclaimed Water Capacity assigned hereunder and all obligations under the Service Agreement as to the Conveyed Property, including, but not limited to, the right and obligations with respect to those Developer On-Site Improvements located upon the Conveyed Property or necessary to serve the Conveyed Property, but only to the extent set forth in Section 3.3 below as to JEA On-Site Improvements.

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained any easements or rights of way over and upon any portion of the RiverTown Property as may be required under Sections 3.9, 5 or 12.1 of the Service Agreement to serve the Conveyed Property.

3.3. **[OPTIONAL PROVISION] [Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on Exhibit "B" attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; provided however, allocation of any reimbursements or payments due from JEA pursuant to Section 3.6 of the Service Agreement shall be governed by the provisions of Section ____ of the Conveyance Agreement.]**

3.4. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the RiverTown Property.

4. **Restriction on Subsequent Assignments.** Assignee shall not assign any of the rights herein assigned to any party other than a successor in title to all or part of the Conveyed

Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

5. **Binding Effect.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

6. **Acknowledgment.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvement, or to construct, or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement regarding easements and rights of way have been satisfied.

7. **JEA Intended Beneficiary.** JEA is an intended third party beneficiary of this Agreement (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation,

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

LIST OF EXHIBITS

- Exhibit "A" - Water, Sewer and Reclaimed Water Capacity
- Exhibit "B" - JEA On-Site Improvements

EXHIBIT "A"

Water, Sewer and Reclaimed Water Capacity

EXHIBIT "B"

JEA On-Site Improvements

EXHIBIT "J"

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF SERVICE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____ **COMMUNITY DEVELOPMENT DISTRICT**, a _____, whose address is _____ ("Assignee"), and **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("Assignor"), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the RiverTown Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated _____, 2004 (the "Service Agreement") for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the RiverTown Property; and

WHEREAS, Assignee is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and Assignee intends to solicit bids for and may construct certain improvements on the RiverTown Property constituting part of the JEA On-Site Improvements.

NOW THEREFORE, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

9. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

10. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

10.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

10.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

10.3. The execution and delivery of this Assignment and consummation of the

transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

11. **Assignment.**

11.1. Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on **Exhibit "A"** attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; including, but not limited to, those rights and obligations under Sections 3.7, 3.9, 5 and 12.1 of the Service Agreement.

11.2. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the RiverTown Property.

12. **Binding Effect.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

13. **Acknowledgment.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to construct or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement with respect to easements and rights of way have been satisfied.

14. **JEA Intended Beneficiary.** JEA is an intended third party beneficiary of this Agreement with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

15. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements

ASSIGNMENT OF CONTRACTS AND RIGHTS

THIS ASSIGNMENT OF CONTRACTS AND RIGHTS (the “Assignment”) is effective as of the 31st day of March, 2014 (the “Effective Date”) by and between **THE ST. JOE COMPANY**, a Florida corporation authorized to do business in Florida, whose address is 133 S. WaterSound Parkway, WaterSound, Florida 32413 (“Assignor”), in favor of **MATTAMY RIVERTOWN LLC**, a Delaware limited liability company, whose address is 400 Park Avenue, Winter Park, Florida 32789 (“Assignee”).

BACKGROUND FACTS

Pursuant to that certain Agreement for Sale and Purchase by and between Assignor and Assignee with an Effective Date of December 30, 2013 (the “Initial Contract”), which was subsequently amended by that certain First Amendment to Agreement for Sale and Purchase effective as of February 14, 2014 (“First Amendment”), that certain Second Amendment to Agreement for Sale and Purchase effective as of February 27, 2014 (“Second Amendment”), that certain Third Amendment to Agreement for Sale and Purchase dated March 7, 2014 (“Third Amendment”), that certain Fourth Amendment to Agreement for Sale and Purchase dated March 12, 2014 (“Fourth Amendment”), that certain Fifth Amendment to Agreement for Sale and Purchase dated March 18, 2014 (“Fifth Amendment”) and that certain Sixth Amendment to Agreement for Sale and Purchase dated March 19, 2014 (“Sixth Amendment”) (the Initial Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are collectively referred to as “Contract”), Assignor agreed to convey to Assignee all of its right, title and interest in certain Personal Property, Contracts, service marks, Sales Contracts, Bulk Services Agreements and Remaining Assets (as those terms are defined in the Contract) for certain real property located in unincorporated St. Johns County, Florida and more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”). Assignor now desires to assign formally the aforementioned contracts and rights related to the Property to Assignee as set forth more specifically below.

AGREEMENT

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Background Facts. The Background Facts set forth above are true and correct and are incorporated herein by this reference.

Assignment. Assignor hereby assigns to Assignee, for the benefit of Assignee’s or Assignee’s successors’ and/or assigns’ development of the Property, the following contracts and rights:

All Personal Property, as listed and defined in Exhibit “B” attached hereto and incorporated herein.

All Contracts listed on Exhibit "C" attached hereto and incorporated herein by this reference (collectively the "Contracts").

All Association Contracts listed as Exhibit "D" attached hereto and incorporated herein by this reference (collectively the "Association Contracts").

All of Assignor's right, title and interest in the RiverTown service marks listed in Exhibit "E" attached hereto and incorporated herein by this reference, excluding any trademarks or service marks which contain the names "JOE", "St. Joe", "Arvida" or the "Taking Flight" design of Assignor.

All Sales Contracts listed and defined in Exhibit "F" attached hereto and incorporated herein.

All Bulk Services Agreements, as listed and defined in Exhibit "G" attached hereto and incorporated herein.

All Remaining Assets, as listed and defined in Exhibit "H" attached hereto and incorporated herein.

All internet domain names (URLs) listed on Exhibit "I" attached hereto and incorporated herein by this reference (the "Domain Names"), and all social media accounts used by and controlled by the Company.

The items listed in Section 2(a) through (f) above are hereinafter collectively referred to as the "Contracts and Rights".

Assumption. Assignee hereby accepts the assignment of the Contracts and Rights and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge any of the liabilities of the Assignor to be observed, performed, paid or discharged in connection with such Contracts and Rights.

Binding. This Assignment shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Contracts and Rights shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights with respect to the Contracts and Rights related to the Property.

Assurances. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Contracts and Rights assigned herein.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR

THE ST. JOE COMPANY, a Florida corporation

By: [Signature]
Name: Marek Bakun
Title: Senior Vice President and Chief Financial Officer

COUNTRY OF: UNITED STATES)
STATE OF: FLORIDA) ss.:
COUNTY OF: WALTON)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Marek Bakun, as Senior Vice President and Chief Financial Officer of The St. Joe Company, a Florida corporation, on behalf of the corporation. He/She is () personally known to me or () has produced _____ as identification.

SEAL

[Signature]
Notary Public
My Commission Expires: _____



Signed, sealed and delivered
in the presence of:

ASSIGNEE:

MATTAMY RIVERTOWN LLC, a
Delaware limited liability company

[Signature]
[print name] Linde Perini

By: [Signature]
Print: Cliff Nelson
Title: V.P.

[Signature]
[print name] Katherine Ortega

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by Cliff Nelson, in his capacity as the V.P. of Mattamy Rivertown LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

[Signature]
B. Burden
Print Name
Notary Public, State and County aforesaid
Commission No.: _____
Commission Expires: _____



EXHIBIT "A"

(Property)

RIVERTOWN
KENDALL CREEK CDD
PARCEL "C"

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence South 42°03'40" West, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following nine (9) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet;

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6,281.57 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of 79°01'54" to the right, an arc distance of 2,074.09 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 23°56'30" West, 1,913.53 feet;

Course No. 4: North 15°34'27" East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly and the POINT OF BEGINNING:

Course No. 5: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,391.25 feet, through a central angle of 62°09'52" to the left, an arc distance of 1,509.47 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 15°30'29" West, 1,436.52 feet;

Course No. 6: North 46°35'25" West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 7: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,814.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,083.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West 2,035.87 feet;

Course No. 8: North 88°59'25" West, along last said tangency, a distance of 2,754.72 feet, to the point of curvature of a curve leading Westerly;

Course No. 9: thence Westerly, along and around the arc of a curve, being concave Northerly, and having a radius of 1482.69 feet, through a central angle of 10°53'45" to the right, an arc distance of 281.96 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 83°32'33" West 281.53 feet, to the Northeasterly corner of Lot 22, REMINGTON PARK, as shown on the plat thereof, recorded in Map Book 7, page 1 of the Public Records of St. Johns County, Florida, thence South 40°31'00" West, along the Easterly line of said Lot 22, REMINGTON PARK, 749 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southerly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 2,330 feet, more or less, to a point on the Northwesterly boundary of those lands currently owned by John P. Hallows, Jr., et al (St. Johns County Property Appraiser PIN 000900 0000), as described and recorded in Official Records Book 107, page 495 of the Public Records of said St. Johns County; run thence, along the boundary lines of last said lands the following five (5) Courses and Distances:

Course No. 1: North 79°20'10" East, a distance of 390 feet, more or less, to a point;

Course No. 2: North 10°08'19" East, a distance of 636.87 feet, to a point;

Course No. 3: South 88°06'31" East, a distance of 581.67 feet, to a point;

Course No. 4: South 03°40'34" East, a distance of 742.73 feet, to a point;

Course No. 5: South 45°25'02" West, a distance of 874 feet, more or less, to a point on said Northeasterly "Mean High Water Line", of the St. Johns River; run thence Easterly, Northerly and Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 9,100 feet, more or less, to a point which lies South 87°27'59" West, 1,043 feet, more or less, from the POINT OF BEGINNING; run thence North 52°50'53" East, a distance of 525 feet, more or less, to a point; run thence South 78°19'23" East, a distance of 314.43 feet to a point; run thence South 56°39'18" East, a distance of 377.64 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING

TOGETHER WITH:

RIVERTOWN
KENDALL CREEK CDD

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most Northeasterly corner of the plat BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, as recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, said point also being on the Southerly Right of Way line of GREENBRIAR ROAD, (a Variable Width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and Mapping Program, dated April 19, 1999, formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD), and run thence, along the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, the following three (3) Courses and Distances:

Course No. 1: South 77°13'29" East, a distance of 732.72 feet, to a point;

Course No. 2: South 12°21'44" West, a distance of 17.00 feet, to a point;

Course No. 3: South 77°13'29" East, a distance of 218.82 feet, to a point, on the Westerly boundary line of GREENBRIAR SECTION ONE, as shown on the plat thereof, recorded in Map Book 14, pages 58 and 58 of the Public Records of St. Johns County, Florida; run thence, along the Westerly boundary line of said GREENBRIAR SECTION ONE, the following two (2) Courses and Distances:

Course No. 1: South 35°18'11" West, a distance of 1,258.39 feet, to a point;

Course No. 2: South 00°00'46" West, along aforesaid Westerly boundary, and then along a Southerly prolongation thereof, a distance of 5,903.67 feet, to the monument Southwest corner of those lands described and recorded in that instrument recorded in Official Records Book 702, page 995 of the Public Records of said St. Johns County, Florida; run thence, South 77°09'41" East, along the Southerly line of said lands described and recorded in Official Records Book 702, page 995, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 992, all in the Public Records of said St. Johns County, Florida, a distance of 4,900.13 feet, to a point; run thence North 75°52'24" East, continuing along the aforesaid Southerly line of lands described and recorded in Official Records Book 702, page 992, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 3,755.96 feet, to the Southeast corner of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida; run thence North 12°53'03" East, along the Easterly line of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 2,028.02 feet, to the Southerly line of lands described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County, Florida; run thence South 87°27'26" East, along the Southerly line of aforesaid lands, a distance of 3,744.64 feet, to a point on the Westerly line of those lands described and recorded in Official Records Book 1400, page 1204 of the Public Records of said St. Johns County, Florida, and being the boundary line of BARTRAM TRAIL HIGH SCHOOL; run thence, along and around the boundaries of BARTRAM TRAIL HIGH SCHOOL, the following fifteen (15) Courses and Distances:

Course No. 1: South 46°48'23" West, a distance of 414.48 feet, to a point;

Course No. 2: South 22°50'52" West, a distance of 170.75 feet, to a point;

Course No. 3: South 29°41'23" East, a distance of 105.05 feet, to a point;

Course No. 4: South 43°43'33" East, a distance of 242.38 feet, to a point;
Course No. 5: South 06°15'54" East, a distance of 461.02 feet, to a point;
Course No. 6: South 24°04'44" West, a distance of 767.51 feet, to a point;
Course No. 7: South 50°01'20" East, a distance of 672.15 feet, to a point;
Course No. 8: North 83°31'47" East, a distance of 438.97 feet, to a point;
Course No. 9: South 37°49'12" East, a distance of 138.56 feet, to a point;
Course No. 10: South 66°18'34" East, a distance of 290.82 feet, to a point;
Course No.11: South 82°37'22" East, a distance of 375.87 feet, to a point;
Course No. 12: North 48°52'37" East, a distance of 831.78 feet, to a point;
Course No.13: North 49°06'30" East, a distance of 480.59 feet, to a point;
Course No. 14: North 27°50'21" East, a distance of 414.04 feet, to a point;
Course No. 15: North 29°55'50" West, a distance of 1,405.58 feet, to a point, lying on the Southerly line of the aforesaid lands, described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County; run thence, on the aforesaid Southerly line of said lands, the following two (2) Courses and Distances:

Course No. 1: South 87°27'26" East, a distance of 560.74 feet, to a point;

Course No. 2: South 87°17'21" East, a distance of 5,275.53 feet, to a point, on the Easterly monumented line of Section 39, the Francis P. Fatio Grant; run thence, along last said line, the following three (3) Courses and Distances:

Course No. 1: South 41°27'16" West, (also being the Westerly line of Sections 28, 29, and 32, Township 5 South, Range 27 East, St. Johns County, Florida), a distance of 10,409.13 feet, to the most Westerly corner of Whitelock Farms, as recorded in Map Book 37, Pages 80 through 112, inclusive, of the Public Records of said St. Johns County, Florida;

Course No. 2: South 41°39'57" West, a distance of 3,628.41 feet to the intersection of Section 32, Township 5 South, Range 27 East, and Sections 39 (The Francis P. Fatio Grant) and 40 (The F. J. Fatio Grant), Township 5 South, Range 27 East;

Course No. 3: run thence South 42°47'30" West, (also being the Easterly line of said Section 39 and the Southerly extension, thereof), a distance of 2,201.66 feet, to a point at the intersection of said Southerly extension and the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6144.14 feet; run thence North 26°42'01" East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South 63°14'24" East, a distance of 120.00 feet, to a point; run thence North 26°42'01" East, a distance of 223.42 feet, to a point; run thence North 11°17'57"

East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of $09^{\circ}27'56''$ to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $73^{\circ}58'04''$ East, 36.14 feet; run thence South $78^{\circ}42'03''$ East, along last said tangency, 264.08 feet to the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of $15^{\circ}24'03''$ to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}00'01''$ East, 142.30 feet; run thence South $63^{\circ}17'59''$ East, along last said tangency, a distance of 404.36 feet; run thence North $26^{\circ}42'01''$ East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly, and having a radius of 25.00 feet, through a central angle of $80^{\circ}40'40''$ to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North $13^{\circ}38'19''$ West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of $26^{\circ}14'57''$ to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}51'10''$ West, 160.77 feet; run thence North $27^{\circ}43'42''$ West, along last said tangency, a distance of 45.05 feet, to a point; run thence South $62^{\circ}16'18''$ West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of $59^{\circ}19'51''$ to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North $88^{\circ}03'46''$ West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of $89^{\circ}56'25''$ to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South $76^{\circ}37'57''$ West, 353.37 feet; run thence North $69^{\circ}17'58''$ West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of $09^{\circ}47'49''$ to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $25^{\circ}34'49''$ West, 85.39 feet; run thence South $30^{\circ}28'44''$ West, along last said tangency, a distance of 350.39 feet; run thence North $56^{\circ}25'03''$ West, a distance of 314.88 feet; run thence South $45^{\circ}28'44''$ West, a distance of 151.52 feet; run thence South $57^{\circ}14'17''$ West, a distance of 100.62 feet; run thence South $53^{\circ}38'43''$ West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13: run thence, along the Northeasterly Right of Way line of said STATE ROAD No. 13, the following seven (7) Courses and Distances:

Course No. 1: thence Northerly, around and along the arc of a curve, being concave Easterly, and having a radius of 1403.66 feet, through a central angle of $44^{\circ}43'34''$ to the right, an arc distance of 1095.72 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $06^{\circ}47'20''$ West, 1068.12 feet;

Course No. 2: North $15^{\circ}34'27''$ East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly;

Course No.3: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,491.25 feet, through a central angle of $62^{\circ}09'52''$ to the left, an arc distance of 1,617.97 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $15^{\circ}30'29''$ West, 1,539.77 feet;

Course No. 4: North $46^{\circ}35'25''$ West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 5: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,914.90 feet, through a central angle of $42^{\circ}24'00''$ to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North $67^{\circ}47'25''$ West 2,108.20 feet;

Course No. 6: North $88^{\circ}59'25''$ West, along last said tangency, a distance of 2,754.72 feet, to the Point of Curvature, of a curve leading northwesterly;

Course No. 7: thence Northwesterly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,382.69 feet, through a central angle of $08^{\circ}42'40''$ to the right, an arc distance of 210.22 feet, to the Easterly line of lands described and recorded in Official Records Book 763, page 395 of the Public Records of said St. Johns County, Florida, last said arc being subtended by a chord bearing and distance of North $84^{\circ}38'05''$ West, 210.02 feet; run thence North $39^{\circ}27'48''$ East, along the aforesaid Easterly line of lands described and recorded in Official Records Book 763, page 395, and then along the Easterly line of lands described and recorded in Official Records Book 1106, page 977 of the Public Records of said St. Johns County, Florida, a distance of 648.38 feet, to the Northeast corner of said lands, described and recorded in Official Records Book 1106, page 977 of said Public Records; run thence North $51^{\circ}41'45''$ West, along the Northerly line of last said lands, and then along the Northerly line of those lands described and recorded in Official Records Book 1156, page 464, and then Official Records Book 1370, page 122 of the Public Records of said St. Johns County, Florida, a distance of 1,332.26 feet, to the Northeast corner of those lands described and recorded in Official Records Book 1370, page 122 of the Public Records of St. Johns County, Florida; run thence South $89^{\circ}24'38''$ West, along the Northerly line of last said lands, a distance of 515.25 feet, to the Easterly Right of Way line of aforesaid STATE ROAD No. 13; run thence, along the aforesaid Easterly Right of Way line of STATE ROAD No. 13, the following four (4) Courses and Distances:

Course No. 1: run thence Northerly, along and around the arc of a curve, being concave Easterly, and having a radius of 1,382.69 feet, through a central angle of $13^{\circ}55'33''$ to the right, an arc distance of 336.07 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $05^{\circ}13'52''$ East, 335.24 feet;

Course No. 2: North $12^{\circ}11'31''$ East, along last said tangency, a distance of 1,169.27 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Westerly, and having a radius of 2,914.89 feet, through a central angle of $20^{\circ}40'00''$ to the left, an arc

distance of 1,051.40 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 4: North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to the Southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of said St. Johns County, Florida; run thence, along last said line, the following two (2) Courses and Distances:

Course No. 1: South 88°11'16" East, a distance of 288.50 feet, to a point;

Course No. 2: North 54°15'52" East, a distance of 4,016.06 feet, to a point on the Northerly line of the HALLOWES TRACT, (also being the Southerly line of the ST. ELMO TRACT, and the Southerly line of aforesaid BARTRAM PLANTATION PHASE TWO); run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to a point; thence, departing from said Northerly line of the HALLOWES TRACT, (also being the Southerly line of ST. ELMO TRACT), run the following thirteen Courses and Distances, along the Easterly boundary of the aforesaid plat of BARTRAM PLANTATION PHASE TWO:

Course No. 1: North 05°30'37" East, a distance of 227.90 feet, to a point;

Course No. 2: North 29°44'02" East, a distance of 230.63 feet, to a point;

Course No. 3: North 21°25'38" East, a distance of 43.96 feet, to a point;

Course No. 4: North 84°42'38" West, a distance of 65.01 feet, to a point;

Course No. 5: North 32°32'11" West, a distance of 98.40 feet, to a point;

Course No. 6: North 20°05'21" East, a distance of 79.61 feet, to a point;

Course No. 7: North 64°40'30" East, a distance of 36.01 feet, to a point;

Course No. 8: North 11°04'19" West, a distance of 167.86 feet, to a point;

Course No. 9: North 66°29'43" West, a distance of 51.93 feet, to a point;

Course No. 10: North 47°26'30" East, a distance of 103.39 feet, to a point;

Course No. 11: North 39°33'12" West, a distance of 99.33 feet, to a point;

Course No. 12: North 23°21'33" West, a distance of 92.86 feet, to a point;

Course No. 13: North 17°55'40" East, a distance of 203.96 feet, to a point, on the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, and the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
MAINSTREET CDD - PARCEL 1

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South $42^{\circ}47'30''$ West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, (also being the Westerly line of said Section 40) a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of $00^{\circ}20'02''$ to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}17'25''$ West, 133.89 feet; Course No. 2: North $63^{\circ}27'26''$ West, along last said tangency, a distance of 6144.14 feet to the POINT OF BEGINNING: run thence North $26^{\circ}42'01''$ East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South $63^{\circ}14'24''$ East, a distance of 120.00 feet, to a point; run thence North $26^{\circ}42'01''$ East, a distance of 223.42 feet, to a point; run thence North $11^{\circ}17'57''$ East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of $09^{\circ}27'56''$ to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $73^{\circ}58'04''$ East, 36.14 feet; run thence South $78^{\circ}42'03''$ East, along last said tangency, 264.08 feet the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of $15^{\circ}24'03''$ to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}00'01''$ East, 142.30 feet; run thence South $63^{\circ}17'59''$ East, along last said tangency, a distance of 404.36 feet; run thence North $26^{\circ}42'01''$ East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly, and having a radius of 25.00 feet, through a central angle of $80^{\circ}40'40''$ to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North $13^{\circ}38'19''$ West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of $26^{\circ}14'57''$ to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}51'10''$ West, 160.77 feet; run thence North $27^{\circ}43'42''$ West, along last said tangency, a distance of 45.05 feet, to a point; run thence South $62^{\circ}16'18''$ West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of $59^{\circ}19'51''$ to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North $88^{\circ}03'46''$ West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of

89°56'25" to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South 76°37'57" West, 353.37 feet; run thence North 69°17'58" West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of 09°47'49" to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 25°34'49" West, 85.39 feet; run thence South 30°28'44" West, along last said tangency, a distance of 350.39 feet; run thence North 56°25'03" West, a distance of 314.88 feet; run thence South 45°28'44" West, a distance of 151.52 feet; run thence South 57°14'17" West, a distance of 100.62 feet; run thence South 53°38'43" West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13; run thence, along said Northeasterly right of way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 1403.66 feet, through a central angle of 34°18'20" to the left, an arc distance of 840.43 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 46°18'17" East, 827.94 feet; Course No. 2: thence South 63°27'26" East, along last said tangency, a distance of 137.43 feet to the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
MAINSTREET CDD - PARCEL 2

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); continue thence South 42°44'52" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following five (5) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet to the POINT OF BEGINNING. Course No. 3: thence continue North 63°27'26" West, along last said tangency, a distance of 1969.29 feet, to the point of curvature, of a curve leading northerly; Course No. 4: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of 79°01'54" to the right, an arc distance of 2,074.09 feet, to the point of tangency

of said curve, said arc being subtended by a chord bearing and distance of North 23°56'30" West, 1,913.53 feet; Course No. 5: North 15°34'27" East, along last said tangency, a distance of 457.25 feet; run thence North 56°39'18" West, departing said right of way line, a distance of 377.64 feet; run thence North 78°19'23" West, a distance of 314.43 feet; run thence South 52°50'53" West, a distance of 525 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 4,430 feet, more or less to a point which lies South 76°56'58" West, 876 feet, more or less, from the POINT OF BEGINNING; run thence South 87°40'31" East, a distance of 740 feet, more or less; run thence North 26°32'34" East, a distance of 254.81 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
KENDALL CREEK CDD
PARCEL "B"

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; together with a portion of the Francis P. Fatio Grant, Section 43, Township 6 South, Range 27 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence South 42°03'40" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13, and the POINT OF BEGINNING.

From the POINT OF BEGINNING, thus described, run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet; run thence South 26°32'34" West, departing said Southwesterly right of way line, a distance of 254.81 feet; run thence North 87°40'31" West, a distance of 740 feet, more or less to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD

1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 5,300 feet, more or less, to a point which lies South 41°35'54" West, 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, a distance of 1,053 feet, more or less, to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

A PORTION OF THE AFORESAID PROPERTY NOW BEING KNOWN AS: the plat of Rivertown Main Street District - Section 1, recorded in Plat Book 63, page 36; plat of Rivertown Main Street District - Section 2, recorded in Plat Book 64, page 28; plat of Rivertown Garden District - Section 1, recorded in Plat Book 64, page 38; the plat of Rivertown Main Street District - Section 2-A, recorded in Plat Book 66, page 41; the plat of Rivertown Lakes 2, recorded in Plat Book 67, page 8; the plat of Rivertown Boulevard and Kendall Crossing Drive Extension recorded in Plat Book 67, page 53; the plat of Rivertown Landings recorded in Plat Book 69, page 20 and the plat of River Town Lakes Unit 1, recorded in Plat Book 69, page 100.

LESS AND EXCEPT THE FOLLOWING:

Lots 1, 2, 3, 4, 5, 11, 20, 30, 35, 36, 44, 45, 48, 54, 56, 58, 59, 61, 62, 63, 65, 67, 68, 69, 71, 73, 74, 76, 77, 78, 79, 80, 83, 84, 86, 88 of Rivertown Main Street District - Section 1, recorded in Plat Book 63, page 36;

Lots 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 125, 127, 133, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 148 plat of Rivertown Main Street District - Section 2, recorded in Plat Book 64, page 28;

Lots 501, 503, 504, 505, 506, 507, 512, 513, 514, 516, 520, 521 the plat of Rivertown Main Street District - Section 2-A, recorded in Plat Book 66, page 41;

Lots 89 through 164 of the plat of Rivertown Lakes 2, recorded in Plat Book 67, page 8;

Tracts SMF-1, C-1, C-2, C-3, A-1, P-1, P-2, PS-1, plat of RiverTown Lakes Unit 1, recorded in Plat Book 69, page 100.

Less and Except that part conveyed in OR 2342, page 269.
Less and Except that part conveyed in OR 2342, page 274.
Less and Except that part conveyed in OR 2759, page 1538.
Less and Except that part conveyed in OR 2873, page 73.
Less and Except that part conveyed in OR 3137, page 537.
Less and Except that part conveyed in OR 3271, page 1301.
Less and Except that part conveyed in OR 3271, page 1329.
Less and Except those lands described in Official Records Book 3348, page 30.
Less and Except that part conveyed in OR 3360, page 419.
Less and Except that part conveyed in OR 3478, page 602.
Less and Except that part conveyed in OR 3591, page 1135.

Less and Except that part conveyed in OR 3593, page 698.
Less and Except that part conveyed in OR 3593, page 703.
Less and Except that part conveyed in OR 3599, page 810.

All referenced documents are of the Public Records of St. Johns County, Florida.

EXHIBIT "B"

Personal Property

Tangible and Intangible Personal Property. All tangible and intangible personal property, if any, but only to the extent owned or controlled by Seller (including but not limited to property held in the name of the Association, which is controlled by Seller) and in its possession and used at or in connection with the Property, and only to the extent transferable, but specifically excluding any personal property which Seller uses in connection with the general operation of its business or in connection with development projects other than RiverTown including without limitation the following:

All books and records (whether in written form or another storage media), supplier lists, accounts, approvals, plans, warranties, guaranties, office supplies, forms, plats, surveys, engineering plans, land plans, utility plans, drainage plans, soil reports, landscape plans, as-built plans and surveys, drawings, all copyrights to copyrightable works authorized and authored by the Company, environmental reports, vehicular and pedestrian access plans, wetlands determinations, contract forms and marketing materials, used in the ownership or operation of the Property, but only to the extent such items are assignable.

EXHIBIT "C"**Contracts**

License Agreement between The St. Joe Company, Rivertown Community Association, Inc., and Wendy K. Brody Addendum to License Agreement	9/17/13 10/14/13	Wellness programs at fitness center
License Agreement between The St. Joe Company, Rivertown Community Association, Inc., and The School Board of St. Johns County	8/8/13	Swim practices and meets
License Agreement between The St. Joe Company and American Diabetes Association, Inc.	UNSIGNED	Tour de Cure event
License Agreement between The St. Joe Company and American Diabetes Association, Inc.	9/10/13	Use of RiverTown marks on Tour de Cure event materials
Cost Share Tri-Party Agreement for Landscape and Irrigation Maintenance Services between Rivers Edge Community Development District, The St. Joe Company, and RiverTown Community Association, Inc.	7/1/13	Landscape and irrigation maintenance
Street Lighting Agreement between The St. Joe Company and Florida Power & Light Company	2/3/08	Installation/modification of street lighting
Development and Utility Service Agreement between The St. Joe Company and JEA	12/22/04	Water, wastewater and reclaimed water facilities
License and Indemnification Agreement and Waiver of Claims between The St. Joe Company and Elite Amenities, Inc.	3/14	5k running race for April 4, 2014

EXHIBIT "D"**Association Contracts**

Contract for Aquatics Staffing between Elite Amenities, Inc. and RiverTown Community Association	3/20/13	Lifeguard staffing
Commercial Pools Maintenance Agreement between Rick Arsenault Certified Pool Consultant, Inc. and RiverTown Community Association	4/16/12	Pool maintenance
Association Management Contract between RiverTown Community Association and The Continental Group, Inc.	3/1/13	Association management
Agreement for Consulting Services between RiverTown Community Association and Esposito Design, Inc.	3/26/13	Master plan review and site specific plan review for new construction and remodels
Event Planning Agreement between RiverTown Community Association, Inc. and Melissa Zimmer	12/4/12	Event planning
Private Club License Agreement between RiverTown Community Association, Inc. and American Society of Composers, Authors and Publishers	5/1/12	Music license agreement

EXHIBIT "E"

RiverTown Service Marks

1. Service Mark Registration No. 2,742,330 registered July 29, 2003 for Rivertown in class 37
2. Service Mark Registration No. 3,386,905 registered February 19, 2008 for Follow the River Home in Class 37
3. Service Mark Registration No. 3,469,332 registered July 15, 2008 for a mark consisting of a design of a manatee in Class 37

EXHIBIT "F"

Sales Contracts

1. Real Estate Purchase and Sale Agreement between The St. Joe Company, a Florida corporation, and Dennis Homes, Inc., a Florida corporation, dated March 28, 2011, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 22, 2011, that certain Second Amendment to Purchase and Sale Agreement dated August 5, 2011, that certain Assignment dated August 11, 2011, that certain Third Amendment to Purchase and Sale Agreement dated March 8, 2012 and that certain Fourth Amendment to Purchase and Sale Agreement dated December 4, 2012.

2. Agreement for Purchase and Sale of Real Property (Main Street of RiverTown) between The St. Joe Company, a Florida corporation, and Dennis Homes, Inc., a Florida corporation, dated October 16, 2013.

3. Real Estate Purchase and Sale Agreement Between Seller and Mattamy (Jacksonville) Partnership, a Florida general partnership, dated May 5, 2011, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 6, 2011, that certain Second Amendment to Purchase and Sale Agreement dated June 18, 2011, that certain Third Amendment to Purchase and Sale Agreement dated August 5, 2011 and that certain Fourth Amendment to Purchase and Sale Agreement dated December 19, 2012

4. Real Estate Purchase and Sale Agreement between The St. Joe Company, a Florida corporation, and Weekley Homes, L.P., a Delaware limited partnership, dated May 17, 2011, as amended by that certain First Amendment to RiverTown Purchase and Sale Agreement dated June 29, 2011, that certain Second Amendment to RiverTown Purchase and Sale Agreement dated August 5, 2011, that certain Third Amendment to RiverTown Purchase and Sale Agreement dated December 18, 2012 and that certain Fourth Amendment to RiverTown Purchase and Sale Agreement dated February 25, 2013.

EXHIBIT "G"

Bulk Services Agreements

All of Sellers' right, title and interest in that certain Bulk Services Agreement between AT&T (f/k/a BellSouth Telecommunications, Inc.) and RiverTown Community Association, Inc. dated May 21, 2007, that certain Installation and Services Agreement between AT&T (f/k/a BellSouth Telecommunications, Inc.) and The St. Joe Company dated May 16, 2007, and that certain Developer Agreement between Peoples Gas System and The St. Joe Company dated August 25th, 2006 arising from and after Closing Date (collectively, the "Bulk Services Agreements").

EXHIBIT "H"

Remaining Assets

All books and records (whether in written form or another storage media), supplier lists, accounts, approvals, plans, warranties, guaranties, office supplies, forms, plats, surveys, engineering plans, land plans, utility plans, drainage plans, soil reports, landscape plans, as-built plans and surveys, drawings, environmental reports, vehicular and pedestrian access plans, wetlands determinations, contract forms and marketing materials, used in the ownership or operation of the Property, but only to the extent such items are assignable.

EXHIBIT "I"**Domain Names**

<u>Domain Name</u>	<u>Expiration Date</u>
rivertownfl.com	8/15/2015
rivertownfla.com	1/20/2015
rivertownflorida.com	5/20/2015
rivertownhomes.net	1/20/2015
rivertownhomesales.com	11/18/2015
rivertownhomesales.net	10/31/2015
rivertownhomesforsale.com	10/31/2015
rivertownhomesforsale.net	10/31/2015
rivertownlife.com	6/24/2015
rivertownproperty.com	11/18/2015
rivertownproperty.net	11/18/2015
rivertownrealestate.com	2/8/2015
rivertownrealestate.net	11/18/2015
rivertownrealty.net	11/22/2015
rivertownrealtysales.net	1/20/2015
rivertownsales.net	1/20/2015
rivertownvacationhome.com	3/23/2015
rivertownvacationhome.net	3/23/2015
rivertownvacationhomes.com	3/23/2015
rivertownvacationhomes.net	3/23/2015
rivertownvillage.com	1/27/2015

Award #2 Backup Documents 06/25/2026

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Ellen Avery-Smith, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 100
St. Augustine, Florida 32086

FMS - 602 / 4632155

COPY

ASSIGNMENT OF DEVELOPMENT RIGHTS AND PERMITS

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS AND PERMITS (the "Assignment") is effective as of the 2nd day of April, 2014 (the "Effective Date") by and between **THE ST. JOE COMPANY**, a Florida corporation authorized to do business in Florida, whose address is 133 S. WaterSound Parkway, WaterSound, Florida 32413 ("Assignor"), in favor of **MATTAMY RIVERTOWN LLC**, a Delaware limited liability company, whose address is 400 Park Avenue, Winter Park, Florida 32789 ("Assignee").

BACKGROUND FACTS

Pursuant to that certain Agreement for Sale and Purchase by and among Assignor and Assignee with an Effective Date of December 30, 2013 (the "**Initial Contract**") for certain real property located in St. Johns County, Florida, as more particularly described in the Initial Contract, which was subsequently amended by that certain First Amendment to Agreement for Sale and Purchase effective as of February 14, 2014 ("**First Amendment**"), that certain Second Amendment to Agreement for Sale and Purchase effective as of February 27, 2014 ("**Second Amendment**"), that certain Third Amendment to Agreement for Sale and Purchase dated March 7, 2014 ("**Third Amendment**"), that certain Fourth Amendment to Agreement for Sale and Purchase dated March 12, 2014 ("**Fourth Amendment**"), that certain Fifth Amendment to Agreement for Sale and Purchase dated March 18, 2014 ("**Fifth Amendment**"), that certain Sixth Amendment to Agreement for Sale and Purchase dated March 19, 2014 ("**Sixth Amendment**") and that certain Seventh Amendment to Agreement for Sale and Purchase dated March 28, 2014 ("**Seventh Amendment**") (the Initial Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment are collectively referred to as "**Contract**"), Assignor agreed to convey to Assignee all of its development rights and permits for that certain real property located in unincorporated St. Johns County, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"). Assignor now desires to assign formally certain development rights and permits related to the Property to Assignee as set forth more specifically below.

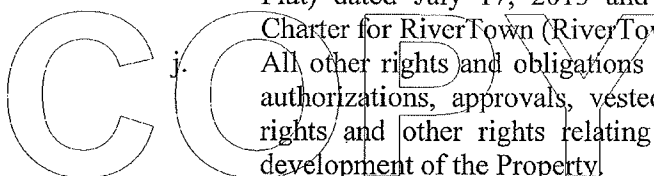
AGREEMENT

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Background Facts. The Background Facts set forth above are true and correct and are incorporated herein by this reference.

2. Assignment. Assignor hereby assigns to Assignee, for the benefit of Assignee's or Assignee's successors' and/or assigns' development of the Property, the following development rights and permits:

- a. All rights and obligations of the master developer, or applicant, of the RiverTown Development of Regional Impact Development Order, adopted by St. Johns County as Resolution No. 2004-45, as amended by Resolution No. 2010-286.
- b. All rights and obligations of the applicant for the RiverTown Planned Unit Development, which is St. Johns County Ordinance No. 2005-100, as amended by Ordinance No. 2010-49.
- c. All rights and obligations of the applicant for any and all local government development orders, concurrency certificates, construction plans, engineering plans, plats and other development approvals for the Property; provided, however, that the Assignor shall retain all right, title and interest in any and all impact fee credits awarded pursuant to that certain Impact Fee Agreement with St. Johns County dated May 31, 2007 and recorded in Official Records Book 2928, Page 1146, Public Records of St. Johns County, Florida.
- d. All rights and obligations of Assignor pursuant to that certain Memorandum of Understanding by and between Assignor and the St. Johns County School Board dated February 24, 2006, along with any school impact fees related thereto, if any.
- e. All rights and obligations of the applicant pursuant to any and all St. Johns River Water Management District environmental resource and consumptive use permits for the Property.
- f. All rights and obligations of the applicant pursuant to any and all Florida Department of Environmental Protection permits for the Property.
- g. All rights and obligations of the applicant pursuant to any and all U.S. Army Corps of Engineers permits for the Property.
- h. All rights and obligations of the applicant pursuant to any and all Florida Department of Transportation permits for the Property.
- i. All rights and obligations of the declarant pursuant to the Community Charter for RiverTown dated October 9, 2007, as amended and supplemented by the First Supplement to Community Charter for RiverTown (Main Street District – Section 2 Plat and Garden District – Section 1 Plat) dated December 20, 2007, the First Amendment to Community Charter for RiverTown dated July 7, 2011, the Second



Supplement to Community Charter for RiverTown (Lakes District – Section 2 Plat) dated July 7, 2011, the Second Amendment to Community Charter for RiverTown dated March 14, 2013, the Third Supplement to Community Charter for RiverTown (Main Street District – Section2-A Plat) dated July 17, 2013 and the Fourth Supplement to Community Charter for RiverTown (RiverTown Landings) dated July 7, 2011.

j. All other rights and obligations of Assignor in and to all of the permits, authorizations, approvals, vested rights, water, sewer and other utility rights and other rights relating to or necessary or convenient for the development of the Property.

The above documents shall be referred to herein collectively as the “Approvals”.

3. Assumption. Assignee hereby accepts the assignment of the Approvals and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge any of the liabilities of the Assignor to be observed, performed, paid or discharged in connection with the Approvals.

4. Binding. This Assignment shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights with respect to the Approvals related to the Property.

5. Assurances. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in a manner so as to be binding as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR:

Christine McClure
[print name] Christine McClure

THE ST. JOE COMPANY, a Florida corporation

By: Marek Bakun
Print: Marek Bakun
Title: Senior Vice President and Chief Financial Officer

Susan Anderson
[print name] Susan Anderson

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 1st day of April, 2014 by Marek Bakun, in his capacity as the Senior Vice President and Chief Financial Officer of The St. Joe Company, a Florida corporation, on behalf of the company. He X is personally known to me or produced _____ as identification.



Christine McClure
Print Name
Notary Public, State and County aforesaid
Commission No.: _____
Commission Expires: _____

[Signatures continue on next page]

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

MATTAMY RIVERTOWN LLC, a
Delaware limited liability company

COPY

[print name] Cliff Nelson

[print name] Katherine Ortiz

By: Cliff Nelson

Print: Cliff Nelson

Title: V.P.

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by Cliff Nelson, in his capacity as the VP of Mattamy Rivertown LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

B. Burden

B. Burden

Print Name

Notary Public, State and County aforesaid

Commission No.: _____

Commission Expires: _____

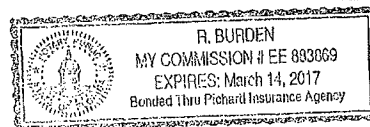


EXHIBIT "A"

RIVERTOWN
KENDALL CREEK CDD
PARCEL "C"

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence South 42°03'40" West, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following nine (9) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet;

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6,281.57 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of 79°01'54" to the right, an arc distance of 2,074.09 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 23°56'30" West, 1,913.53 feet;

Course No. 4: North 15°34'27" East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly and the POINT OF BEGINNING:

Course No. 5: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,391.25 feet, through a central angle of 62°09'52" to the left, an arc distance of 1,509.47 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 15°30'29" West, 1,436.52 feet;

Course No. 6: North 46°35'25" West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 7: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,814.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,083.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West 2,035.87 feet;

Course No. 8: North 88°59'25" West, along last said tangency, a distance of 2,754.72 feet, to the point of curvature of a curve leading Westerly;

Course No. 9: thence Westerly, along and around the arc of a curve, being concave Northerly, and having a radius of 1482.69 feet, through a central angle of 10°53'45" to the right, an arc distance

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of 281.96 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 83°32'33" West 281.53 feet, to the Northeasterly corner of Lot 22, REMINGTON PARK, as shown on the plat thereof, recorded in Map Book 7, page 1 of the Public Records of St. Johns County, Florida, thence South 40°31'00" West, along the Easterly line of said Lot 22, REMINGTON PARK, 749 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southerly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 2,330 feet, more or less, to a point on the Northwesterly boundary of those lands currently owned by John P. Hallows, Jr., et al (St. Johns County Property Appraiser PIN 000900 0000), as described and recorded in Official Records Book 107, page 495 of the Public Records of said St. Johns County; run thence, along the boundary lines of last said lands the following five (5) Courses and Distances:

- Course No. 1: North 79°20'10" East, a distance of 390 feet, more or less, to a point;
- Course No. 2: North 10°08'19" East, a distance of 636.87 feet, to a point;
- Course No. 3: South 88°06'31" East, a distance of 581.67 feet, to a point;
- Course No. 4: South 03°40'34" East, a distance of 742.73 feet, to a point;
- Course No. 5: South 45°25'02" West, a distance of 874 feet, more or less, to a point on said Northeasterly "Mean High Water Line", of the St. Johns River; run thence Easterly, Northerly and Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 9,100 feet, more or less, to a point which lies South 87°27'59" West, 1,043 feet, more or less, from the POINT OF BEGINNING; run thence North 52°50'53" East, a distance of 525 feet, more or less, to a point; run thence South 78°19'23" East, a distance of 314.43 feet to a point; run thence South 56°39'18" East, a distance of 377.64 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING

TOGETHER WITH:

RIVERTOWN
KENDALL CREEK CDD

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most Northeasterly corner of the plat BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, as recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, said point also being on the Southerly Right of Way line of GREENBRIAR ROAD, (a Variable Width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and Mapping Program, dated April 19, 1999, formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD), and run thence, along the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, the following three (3) Courses and Distances:

- Course No. 1: South 77°13'29" East, a distance of 732.72 feet, to a point;
- Course No. 2: South 12°21'44" West, a distance of 17.00 feet, to a point;
- Course No. 3: South 77°13'29" East, a distance of 218.82 feet, to a point, on the Westerly boundary line of GREENBRIAR SECTION ONE, as shown on the plat thereof, recorded in Map Book

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14, pages 57 and 58 of the Public Records of St. Johns County, Florida; run thence, along the Westerly boundary line of said GREENBRIAR SECTION ONE, the following two (2) Courses and Distances:

Course No. 1: South 35°18'11" West, a distance of 1,258.39 feet, to a point;

Course No. 2: South 00°00'46" West, along aforesaid Westerly boundary, and then along a Southerly prolongation thereof, a distance of 5,903.67 feet, to the monumented Southwest corner of those lands described and recorded in that instrument recorded in Official Records Book 702, page 995 of the Public Records of said St. Johns County, Florida; run thence, South 77°09'41" East, along the Southerly line of said lands described and recorded in Official Records Book 702, page 995, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 992, all in the Public Records of said St. Johns County, Florida, a distance of 4,900.13 feet, to a point; run thence North 75°52'24" East, continuing along the aforesaid Southerly line of lands described and recorded in Official Records Book 702, page 992, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 3,755.96 feet, to the Southeast corner of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida; run thence North 12°53'03" East, along the Easterly line of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 2,028.02 feet, to the Southerly line of lands described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County, Florida; run thence South 87°27'26" East, along the Southerly line of aforesaid lands, a distance of 3,744.64 feet, to a point on the Westerly line of those lands described and recorded in Official Records Book 1400, page 1204 of the Public Records of said St. Johns County, Florida, and being the boundary line of BARTRAM TRAIL HIGH SCHOOL; run thence, along and around the boundaries of BARTRAM TRAIL HIGH SCHOOL, the following fifteen (15) Courses and Distances:

Course No. 1: South 46°48'23" West, a distance of 414.48 feet, to a point;
Course No. 2: South 22°50'52" West, a distance of 170.75 feet, to a point;
Course No. 3: South 29°41'23" East, a distance of 105.05 feet, to a point;
Course No. 4: South 43°43'33" East, a distance of 242.38 feet, to a point;
Course No. 5: South 06°15'54" East, a distance of 461.02 feet, to a point;
Course No. 6: South 24°04'44" West, a distance of 767.51 feet, to a point;
Course No. 7: South 50°01'20" East, a distance of 672.15 feet, to a point;
Course No. 8: North 83°31'47" East, a distance of 438.97 feet, to a point;
Course No. 9: South 37°49'12" East, a distance of 138.56 feet, to a point;
Course No. 10: South 66°18'34" East, a distance of 290.82 feet, to a point;
Course No. 11: South 82°37'22" East, a distance of 375.87 feet, to a point;
Course No. 12: North 48°52'37" East, a distance of 831.78 feet, to a point;
Course No. 13: North 49°06'30" East, a distance of 480.59 feet, to a point;
Course No. 14: North 27°50'21" East, a distance of 414.04 feet, to a point;
Course No. 15: North 29°55'50" West, a distance of 1,405.58 feet, to a point, lying on the Southerly line of the aforesaid lands, described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County; run thence, on the aforesaid Southerly line of said lands, the following two (2) Courses and Distances:

Course No. 1: South 87°27'26" East, a distance of 560.74 feet, to a point;

Course No. 2: South 87°17'21" East, a distance of 5,275.53 feet, to a point, on the Easterly monumented line of Section 39, the Francis P. Fatio Grant; run thence, along last said line, the following three (3) Courses and Distances:

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Course No. 1: South $41^{\circ}27'16''$ West, (also being the Westerly line of Sections 28, 29, and 32, Township 5 South, Range 27 East, St. Johns County, Florida), a distance of 10,409.13 feet, to the most Westerly corner of Whitelock Farms, as recorded in Map Book 37, Pages 80 through 112, inclusive, of the Public Records of said St. Johns County, Florida;

Course No. 2: South $41^{\circ}39'57''$ West, a distance of 3,628.41 feet to the intersection of Section 32, Township 5 South, Range 27 East, and Sections 39 (The Francis P. Fatio Grant) and 40 (The F. J. Fatio Grant), Township 5 South, Range 27 East;

Course No. 3: run thence South $42^{\circ}47'30''$ West, (also being the Easterly line of said Section 39 and the Southerly extension, thereof), a distance of 2,201.66 feet, to a point at the intersection of said Southerly extension and the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of $00^{\circ}20'02''$ to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}17'25''$ West, 133.89 feet;

Course No. 2: North $63^{\circ}27'26''$ West, along last said tangency, a distance of 6144.14 feet; run thence North $26^{\circ}42'01''$ East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South $63^{\circ}14'24''$ East, a distance of 120.00 feet, to a point; run thence North $26^{\circ}42'01''$ East, a distance of 223.42 feet, to a point; run thence North $11^{\circ}17'57''$ East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of $09^{\circ}27'56''$ to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $73^{\circ}58'04''$ East, 36.14 feet; run thence South $78^{\circ}42'03''$ East, along last said tangency, 264.08 feet the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of $15^{\circ}24'03''$ to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}00'01''$ East, 142.30 feet; run thence South $63^{\circ}17'59''$ East, along last said tangency, a distance of 404.36 feet; run thence North $26^{\circ}42'01''$ East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly, and having a radius of 25.00 feet, through a central angle of $80^{\circ}40'40''$ to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North $13^{\circ}38'19''$ West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of $26^{\circ}14'57''$ to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}51'10''$ West, 160.77 feet; run thence North $27^{\circ}43'42''$ West, along last said tangency, a distance of 45.05 feet, to a point; run thence South $62^{\circ}16'18''$ West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of $59^{\circ}19'51''$ to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North $88^{\circ}03'46''$ West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of $89^{\circ}56'25''$ to the left, an arc distance of 392.44 feet to the

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end last said curve, said arc being subtended by a chord bearing and distance of South 76°37'57" West, 353.37 feet; run thence North 69°17'58" West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of 09°47'49" to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 25°34'49" West, 85.39 feet; run thence South 30°28'44" West, along last said tangency, a distance of 350.39 feet; run thence North 56°25'03" West, a distance of 314.88 feet; run thence South 45°28'44" West, a distance of 151.52 feet; run thence South 57°14'17" West, a distance of 100.62 feet; run thence South 53°38'43" West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13: run thence, along the Northeasterly Right of Way line of said STATE ROAD No. 13, the following seven (7) Courses and Distances:

Course No. 1: thence Northerly, around and along the arc of a curve, being concave Easterly, and having a radius of 1403.66 feet, through a central angle of 44°43'34" to the right, an arc distance of 1095.72 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 06°47'20" West, 1068.12 feet;

Course No. 2: North 15°34'27" East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly;

Course No.3: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,491.25 feet, through a central angle of 62°09'52" to the left, an arc distance of 1,617.97 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 15°30'29" West, 1,539.77 feet;

Course No. 4: North 46°35'25" West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 5: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,914.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West 2,108.20 feet;

Course No. 6: North 88°59'25" West, along last said tangency, a distance of 2,754.72 feet, to the Point of Curvature, of a curve leading northwesterly;

Course No. 7: thence Northwesterly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,382.69 feet, through a central angle of 08°42'40" to the right, an arc distance of 210.22 feet, to the Easterly line of lands described and recorded in Official Records Book 763, page 395 of the Public Records of said St. Johns County, Florida, last said arc being subtended by a chord bearing and distance of North 84°38'05" West, 210.02 feet; run thence North 39°27'48" East, along the aforesaid Easterly line of lands described and recorded in Official Records Book 763, page 395, and then along the Easterly line of lands described and recorded in Official Records Book 1106, page 977 of the Public Records of said St. Johns County, Florida, a distance of 648.38 feet, to the Northeast corner of said lands, described and recorded in Official Records Book 1106, page 977 of said Public Records; run thence North 51°41'45" West, along the Northerly line of last said lands, and then along the Northerly line of those lands described and recorded in Official Records Book 1156, page 464, and then Official Records Book 1370, page 122 of the Public Records of said St. Johns County, Florida, a distance of 1,332.26 feet, to the Northeast corner of those lands described and recorded in Official Records Book 1370, page 122 of the Public Records of St. Johns County, Florida; run thence South 89°24'38" West, along the Northerly line of last said lands, a distance of 515.25 feet, to the Easterly Right of Way line of

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aforsaid STATE ROAD No. 13; run thence, along the aforsaid Easterly Right of Way line of STATE ROAD No. 13, the following four (4) Courses and Distances:

Course No. 1: run thence Northerly, along and around the arc of a curve, being concave Easterly, and having a radius of 1,382.69 feet, through a central angle of 13°55'33" to the right, an arc distance of 336.07 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 05°13'52" East, 335.24 feet;

Course No. 2: North 12°11'31" East, along last said tangency, a distance of 1,169.27 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Westerly, and having a radius of 2,914.89 feet, through a central angle of 20°40'00" to the left, an arc distance of 1,051.40 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 4: North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to the Southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of said St. Johns County, Florida; run thence, along last said line, the following two (2) Courses and Distances:

Course No. 1: South 88°11'16" East, a distance of 288.50 feet, to a point;

Course No. 2: North 54°15'52" East, a distance of 4,016.06 feet, to a point on the Northerly line of the HALLOWES TRACT, (also being the Southerly line of the ST. ELMO TRACT, and the Southerly line of aforsaid BARTRAM PLANTATION PHASE TWO); run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to a point; thence, departing from said Northerly line of the HALLOWES TRACT, (also being the Southerly line of ST. ELMO TRACT), run the following thirteen Courses and Distances, along the Easterly boundary of the aforsaid plat of BARTRAM PLANTATION PHASE TWO:

Course No. 1: North 05°30'37" East, a distance of 227.90 feet, to a point;

Course No. 2: North 29°44'02" East, a distance of 230.63 feet, to a point;

Course No. 3: North 21°25'38" East, a distance of 43.96 feet, to a point;

Course No. 4: North 84°42'38" West, a distance of 65.01 feet, to a point;

Course No. 5: North 32°32'11" West, a distance of 98.40 feet, to a point;

Course No. 6: North 20°05'21" East, a distance of 79.61 feet, to a point;

Course No. 7: North 64°40'30" East, a distance of 36.01 feet, to a point;

Course No. 8: North 11°04'19" West, a distance of 167.86 feet, to a point;

Course No. 9: North 66°29'43" West, a distance of 51.93 feet, to a point;

Course No. 10: North 47°26'30" East, a distance of 103.39 feet, to a point;

Course No.11: North 39°33'12" West, a distance of 99.33 feet, to a point;

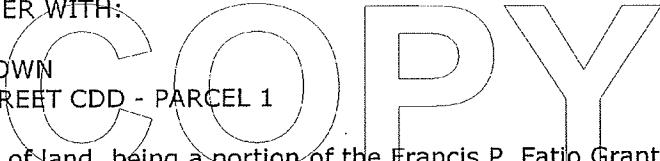
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Course No. 12: North 23°21'33" West, a distance of 92.86 feet, to a point;

Course No.13: North 17°55'40" East, a distance of 203.96 feet, to a point, on the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, and the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
MAINSTREET CDD - PARCEL 1



A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, (also being the Westerly line of said Section 40) a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6144.14 feet to the POINT OF BEGINNING: run thence North 26°42'01" East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South 63°14'24" East, a distance of 120.00 feet, to a point; run thence North 26°42'01" East, a distance of 223.42 feet, to a point; run thence North 11°17'57" East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of 09°27'56" to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 73°58'04" East, 36.14 feet; run thence South 78°42'03" East, along last said tangency, 264.08 feet the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of 15°24'03" to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 71°00'01" East, 142.30 feet; run thence South 63°17'59" East, along last said tangency, a distance of 404.36 feet; run thence North 26°42'01" East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly , and having a radius of 25.00 feet, through a central angle of 80°40'40" to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North 13°38'19" West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of 26°14'57" to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 40°51'10" West, 160.77 feet; run thence North 27°43'42" West, along last said tangency, a distance of 45.05 feet, to a point; run thence South 62°16'18" West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of 59°19'51" to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North 88°03'46" West, 474.15 feet to the point of reverse curvature of last said curve with a curve

Award #2 Backup Documents 06/25/2026

leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of 89°56'25" to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South 76°37'57" West, 353.37 feet; run thence North 69°17'58" West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of 09°47'49" to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 25°34'49" West, 85.39 feet; run thence South 30°28'44" West, along last said tangency, a distance of 350.39 feet; run thence North 56°25'03" West, a distance of 314.88 feet; run thence South 45°28'44" West, a distance of 151.52 feet; run thence South 57°14'17" West, a distance of 100.62 feet; run thence South 53°38'43" West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13; run thence, along said Northeasterly right of way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 1403.66 feet, through a central angle of 34°18'20" to the left, an arc distance of 840.43 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 46°18'17" East, 827.94 feet; Course No. 2: thence South 63°27'26" East, along last said tangency, a distance of 137.43 feet to the POINT OF BEGINNING.

TOGETHER WITH:

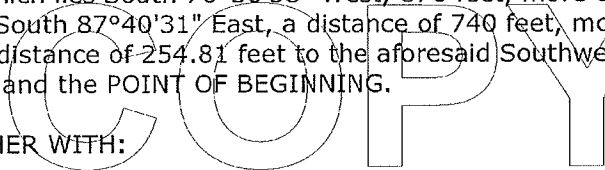
RIVERTOWN
MAINSTREET CDD - PARCEL 2

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); continue thence South 42°44'52" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following five (5) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet to the POINT OF BEGINNING. Course No. 3: thence continue North 63°27'26" West, along last said tangency, a distance of 1969.29 feet, to the point of curvature, of a curve leading northerly; Course No. 4: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of 79°01'54" to the right, an arc distance of 2,074.09 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 23°56'30" West, 1,913.53 feet; Course No. 5: North 15°34'27" East, along last said tangency, a distance of 457.25 feet; run thence North 56°39'18" West, departing said right of way line, a distance of 377.64 feet; run thence North 78°19'23" West, a distance of 314.43 feet; run thence South 52°50'53" West, a distance of 525 feet, more or less, to

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a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 4,430 feet, more or less to a point which lies South 76°56'58" West, 876 feet, more or less, from the POINT OF BEGINNING; run thence South 87°40'31" East, a distance of 740 feet, more or less; run thence North 26°32'34" East, a distance of 254.81 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.



TOGETHER WITH:

RIVERTOWN
KENDALL CREEK CDD
PARCEL "B"

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; together with a portion of the Francis P. Fatio Grant, Section 43, Township 6 South, Range 27 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence South 42°03'40" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13, and the POINT OF BEGINNING.

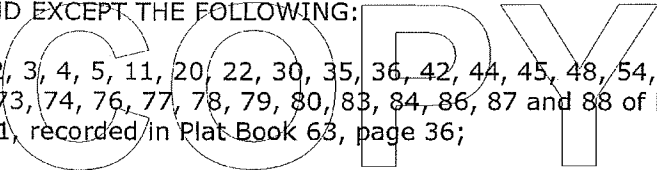
From the POINT OF BEGINNING, thus described, run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet; run thence South 26°32'34" West, departing said Southwesterly right of way line, a distance of 254.81 feet; run thence North 87°40'31" West, a distance of 740 feet, more or less to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 5,300 feet, more or less, to a point which lies South 41°35'54" West, 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, a distance of 1,053 feet, more or less, to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

INCLUDED IN THE AFORESAID PROPERTY ARE THE FOLLOWING PLATS: the plat of Rivertown Main Street District - Section 1, recorded in Plat Book 63, page 36; plat of Rivertown Main Street District - Section 2, recorded in Plat Book 64, page 28; plat of Rivertown Garden District - Section

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1, recorded in Plat Book 64, page 38; the plat of Rivertown Main Street District - Section 2-A, recorded in Plat Book 66, page 41; the plat of Rivertown Lakes 2, recorded in Plat Book 67, page 8; the plat of Rivertown Boulevard and Kendall Crossing Drive Extension recorded in Plat Book 67, page 53; the plat of Rivertown Landings recorded in Plat Book 69, page 20 and the plat of River Town Lakes Unit 1, recorded in Plat Book 69, page 100.

LESS AND EXCEPT THE FOLLOWING:



Lots 1, 2, 3, 4, 5, 11, 20, 22, 30, 35, 36, 42, 44, 45, 48, 54, 56, 58, 59, 61, 62, 63, 65, 67, 68, 69, 71, 73, 74, 76, 77, 78, 79, 80, 83, 84, 86, 87 and 88 of Rivertown Main Street District - Section 1, recorded in Plat Book 63, page 36;

Lots 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 125, 127, 131, 132, 133, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 148 plat of Rivertown Main Street District - Section 2, recorded in Plat Book 64, page 28;

Lots 501, 503, 504, 505, 506, 507, 511, 512, 513, 514, 516, 518, 520, 521 the plat of Rivertown Main Street District - Section 2-A, recorded in Plat Book 66, page 41;

Lots 89 through 147, Lots 149 through 157 and Lots 159 through 164 of the plat of Rivertown Lakes 2, recorded in Plat Book 67, page 8;

Tracts SMF-1, C-1, C-2, C-3, A-1, P-1, P-2, PS-1, plat of RiverTown Lakes Unit 1, recorded in Plat Book 69, page 100.

- Less and Except that part conveyed in OR 2342, page 269.
- Less and Except that part conveyed in OR 2342, page 274.
- Less and Except that part conveyed in OR 2759, page 1538.
- Less and Except that part conveyed in OR 2873, page 73.
- Less and Except that part conveyed in OR 3137, page 537.
- Less and Except that part conveyed in OR 3271, page 1301.
- Less and Except that part conveyed in OR 3271, page 1329.
- Less and Except those lands described in Official Records Book 3348, page 30.
- Less and Except that part conveyed in OR 3360, page 419.
- Less and Except that part conveyed in OR 3478, page 602.
- Less and Except that part conveyed in OR 3591, page 1135.
- Less and Except that part conveyed in OR 3593, page 698.
- Less and Except that part conveyed in OR 3593, page 703.

All documents referred to herein are recorded in the Public Records of St. Johns County, Florida.

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT (the “**Assignment**”) by and between **TOLL SOUTHEAST LP COMPANY, INC.**, a Delaware corporation, whose address is 1140 Virginia Drive, Attn: Legal Department, Fort Washington, Pennsylvania 19034 (“**Assignee**”) and **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, whose address is 7800 Belfort Parkway, Suite 195, Jacksonville, Florida 32256 (“**Assignor**”), is entered into and effective as of November 12, 2021.

R E C I T A L S :

WHEREAS, The St. Joe Company, a Florida corporation (“**St. Joe**”) and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated December 22, 2004 and recorded in Official Records Book 2360, Page 568 of the public records of St. Johns County, Florida (the “**Service Agreement**”) for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the Reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water Service, Sewer Service, and Reclaimed Water Service to the Rivertown Property; and

WHEREAS, St. Joe assigned its rights and obligations under the Service Agreement to Assignor pursuant to that certain Assignment of Contracts and Rights dated April 2, 2014. Therefore, Assignor is the developer of the Rivertown Property; and

WHEREAS, Assignor and Assignee have entered into an Agreement for Purchase and Sale of Property dated July 29, 2020, as amended and may be amended (collectively, the “**Conveyance Agreement**”) pursuant to which Assignor has agreed to convey a portion of the Rivertown Property to Assignee (“**Conveyed Property**”), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement, which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

WHEREAS, as a part of such transaction and to accommodate Assignee’s intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor’s rights and obligations under the Service Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.
2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each party hereto, which representations and warranties are true as of the date hereof:

- 2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.
- 2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.
- 2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.
- 2.4. Assignor represents and warrants that the lift station contemplated herein to service the Conveyed Property conforms to the Rivertown Capacity and Phasing Schedule as defined in the Service Agreement.
- 2.5. Notwithstanding the provisions of Section 3.9 of the Services Agreement, Assignor represents and warrants that Assignor's course of dealing with JEA with respect to the Developer On-Site Improvements and the JEA On-Site Improvements (as such terms are defined in the Services Agreement) has been to convey the applicable improvements and associated real estate interests to JEA following completion of construction of the Developer On-Site Improvements or JEA On-Site Improvements, without exception (the "**Course of Dealing**").

3. **Assignment.**

- 3.1. Assignor hereby assigns to Assignee a portion of the Water, Sewer and Reclaimed Water Capacity as more particularly depicted and described on **Exhibit "A"** attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the terms, conditions, limitations, obligations, and requirements under the Service Agreement (as affected by the Course of Dealing) as to the Water, Sewer and Reclaimed Water Capacity assigned to Assignee hereunder and all obligations under the Service Agreement as to the Conveyed Property, including the right to construct the Developer On-Site Improvements and JEA On-Site Improvements (collectively, the "**Site Improvements**") (which Site Improvements that are located upon the Conveyed Property being depicted in red on the attached **Exhibit "A"**, and those Site Improvements that are located adjoining the Conveyed Property or are necessary to serve the Conveyed Property and the adjoining commercial parcel depicted in green on the attached **Exhibit "A"**), such obligations being limited to the obligations with respect to the construction of a lift station and one (1) four (4) inch force main to be located on the Conveyed Property (depicted in green) and one (1) four (4) inch force main and two (2) twelve (12) inch mains (including one reuse line and one finished water

line) located on adjacent land to be provided by Assignor to serve the Conveyed Property (depicted in red) and to serve the Facility Site (as defined in the Service Agreement) adjoining the Conveyed Property, such land being described on **Exhibit “B”** (“**Improvement Site**”) attached hereto and made a part hereof.

- 3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained, subject to Assignor’s cooperation as hereinafter provided, any easements or rights of way over and upon any portion of the Rivertown Property as may be required under Sections 3.9, 5, or 12.1 of the Service Agreement to serve the Conveyed Property.
- 3.3. Assignor acknowledges that certain easements or rights of way over and upon portions of the Rivertown Property will be required per the terms of the Service Agreement, and Assignor agrees to cooperate with Assignee in delivering such rights per the terms of the Service Agreement and shall convey any such rights without additional cost to Assignee. Assignor agrees to convey title or grant an easement to the Improvement Site along a timeline necessary to satisfy JEA, accommodate Assignee’s project development timeline, and support Assignee’s ability to seek full reimbursement of the construction costs associated with the lift station and the water mains.
- 3.4. Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on **Exhibit “C”** attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the Site Improvements herein assigned; provided however, allocation of any reimbursements or payments due from JEA pursuant to Section 3.6 of the Service Agreement shall be governed by the provisions of Section 3.6.
- 3.5. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the Rivertown Property.

4. **Restrictions on Subsequent Assignments.** Assignee shall not assign any of the rights herein to any party other than a successor in title to all or part of the Conveyed Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

5. **Binding Effect.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

6. **Acknowledgement.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvements, or to construct, or pay for the cost of construction of any JEA On-Site Improvements until the requirements of the

Service Agreement regarding easements and rights of way have been established. Assignor agrees to cooperate with Assignee as necessary to facilitate the acceptance of the Site Improvements and the reimbursement of Assignee costs by JEA.

7. **JEA Intended Beneficiary.** JEA is an intended third-party beneficiary of this Assignment (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

(Signatures appear on the following page)


IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: MATTAMY FLORIDA LLC, a Delaware
limited liability company, its Manager

By: CALBEN (FLORIDA) CORPORATION,
a Florida corporation, its Manager

By: 
Name: Cliff Nelson
Title: V.P.

ASSIGNEE:

TOLL SOUTHEAST LP COMPANY, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

TOLL SOUTHEAST LP COMPANY, INC., a
Delaware corporation


By:  _____
Name: Nate Beidle
Title: VP, Community Planning

EXHIBIT "A" TO PARTIAL ASSIGNMENT Water, Sewer and Reclaimed Water Capacity

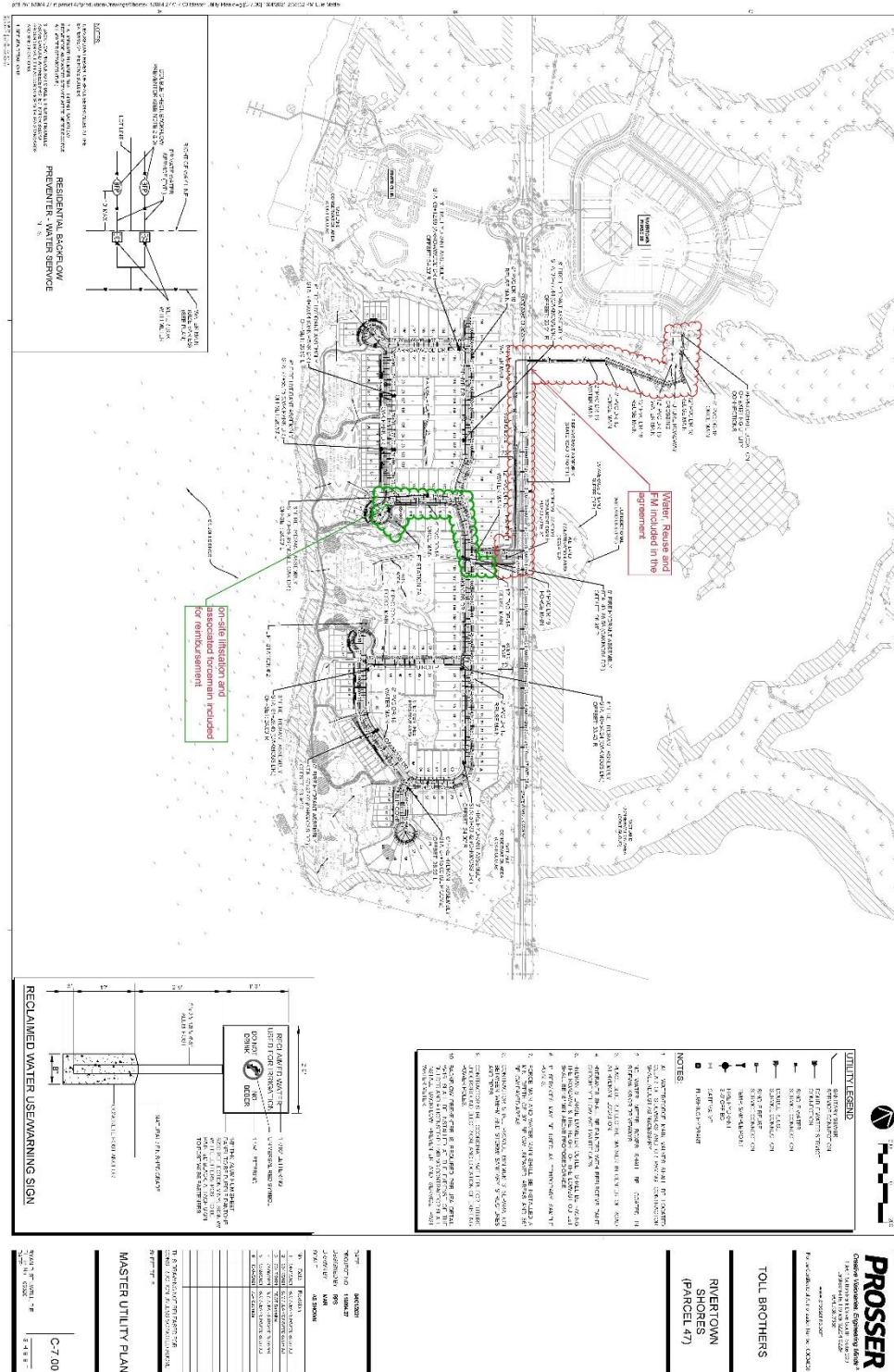


EXHIBIT "B" TO PARTIAL ASSIGNMENT

Improvement Site

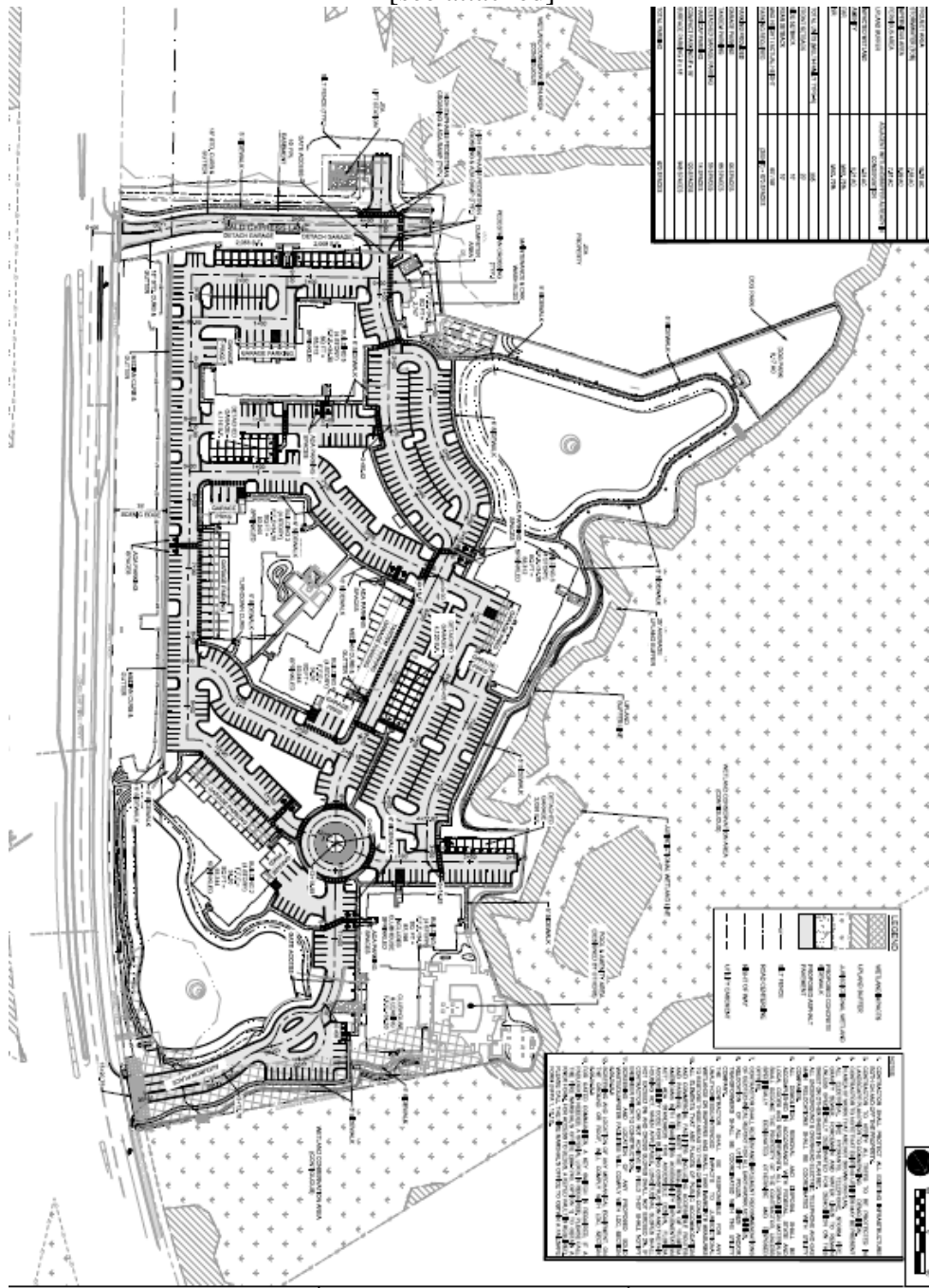
[legal descriptions to be added once JEA permit is finalized]

LIFT STATION SITE

WATER MAIN LINE SITE

EXHIBIT "C" TO PARTIAL ASSIGNMENT JEA On-Site Improvements

[see attached]



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	06/25/2026	JEA
2	ISSUED FOR PERMITTING	06/25/2026	JEA
3	ISSUED FOR PERMITTING	06/25/2026	JEA
4	ISSUED FOR PERMITTING	06/25/2026	JEA
5	ISSUED FOR PERMITTING	06/25/2026	JEA
6	ISSUED FOR PERMITTING	06/25/2026	JEA
7	ISSUED FOR PERMITTING	06/25/2026	JEA
8	ISSUED FOR PERMITTING	06/25/2026	JEA
9	ISSUED FOR PERMITTING	06/25/2026	JEA
10	ISSUED FOR PERMITTING	06/25/2026	JEA

SYMBOL	DESCRIPTION
(Hatched pattern)	LANDSCAPING
(Dotted pattern)	LANDSCAPING
(Diagonal lines)	LANDSCAPING
(Cross-hatch)	LANDSCAPING
(Solid black)	LANDSCAPING
(Circle with dot)	LANDSCAPING
(Square with dot)	LANDSCAPING
(Triangle with dot)	LANDSCAPING
(Diamond with dot)	LANDSCAPING
(Star with dot)	LANDSCAPING
(Hexagon with dot)	LANDSCAPING
(Octagon with dot)	LANDSCAPING
(Circle with cross)	LANDSCAPING
(Square with cross)	LANDSCAPING
(Triangle with cross)	LANDSCAPING
(Diamond with cross)	LANDSCAPING
(Star with cross)	LANDSCAPING
(Hexagon with cross)	LANDSCAPING
(Octagon with cross)	LANDSCAPING
(Circle with star)	LANDSCAPING
(Square with star)	LANDSCAPING
(Triangle with star)	LANDSCAPING
(Diamond with star)	LANDSCAPING
(Star with star)	LANDSCAPING
(Hexagon with star)	LANDSCAPING
(Octagon with star)	LANDSCAPING

NOTES:

1. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR LANDSCAPING, LATEST EDITION.
3. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR UTILITIES, LATEST EDITION.
4. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR STRUCTURES, LATEST EDITION.
5. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR SIGNAGE, LATEST EDITION.
6. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES, LATEST EDITION.
7. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES, LATEST EDITION.
8. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR WATER SUPPLY, LATEST EDITION.
9. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, LATEST EDITION.
10. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S STANDARD SPECIFICATIONS FOR FLOOD CONTROL, LATEST EDITION.

PROSSER
Civil Engineering & Surveying, Inc.
1000 North Washington Street
Washington, DC 20002
Tel: (202) 462-1234
Fax: (202) 462-1235
www.prosser.com

WASH RIVERSIDE, LLC
RT PARCEL 1 -
WASH APPTS

DATE: 06/25/2026
PROJECT: JEA
DRAWN BY: JEA
CHECKED BY: JEA
SCALE: AS SHOWN

OVERALL SITE PLAN
C-2.01
1 of 1



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Grimes Utilities, Inc.
385 Corporate Way
Orange Park, FL 32073

OWNER:

(Name, legal status and address)

Mattamy Jacksonville LLC
7800 Belfort Parkway, Suite 195
Jacksonville, FL 32256

CONSTRUCTION CONTRACT

Date: April 8, 2026

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

Amount: One Million One Hundred Forty-Seven Thousand Two Hundred Forty (\$1,147,240.00)

Description: (Name and Location) RiverTown Forest Phase 3(Parcel 39-3)(Public Utilities)

BOND

Date: April 14, 2026

Amount: One Million One Hundred Forty-Seven Thousand Two Hundred Forty (\$1,147,240.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Grimes Utilities, Inc.

X: *Janica J. [Signature]*
Name and Title:

SURETY

Company: (Corporate Seal)

Merchants Bonding Company (Mutual)

X: *Robert T. Theus*
Name and Title: Robert T. Theus, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)



Award #2 Backup Documents 06/25/2026

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Award #2 Backup Documents 06/25/2026

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Grimes Utilities, Inc.
385 Corporate Way
Orange Park, FL 32073

OWNER:

(Name, legal status and address)

Mattamy Jacksonville LLC
7800 Belfort Parkway, Suite 195
Jacksonville, FL 32256

CONSTRUCTION CONTRACT

Date: April 8, 2026

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

Amount: One Million One Hundred Forty-Seven Thousand Two Hundred Forty (\$1,147,240.00)

Description: (Name and Location) RiverTown Forest Phase 3(Parcel 39-3)(Public Utilities)

BOND

Date: April 14, 2026

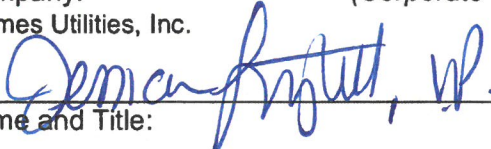
Amount: One Million One Hundred Forty-Seven Thousand Two Hundred Forty (\$1,147,240.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)


Grimes Utilities, Inc.

X: 
Name and Title:

SURETY

Company: (Corporate Seal)

Merchants Bonding Company (Mutual)

X: 
Name and Title: Robert T. Theus, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)



Award #2 Backup Documents 06/25/2026

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Award #2 Backup Documents 06/25/2026

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Award #2 Backup Documents 06/25/2026

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

X: Dallas Andrews, Sec.
Name and Title:

X: _____
Name and Title:



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Robert T Theus

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of April, 2026.

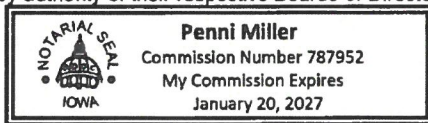


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of April, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of April, 2026.



William Warner Jr.
Secretary



Merchants Bonding Company

2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158
(515) 243-8171 • (515) 243-3854 FAX

MULTIPLE OBLIGEE RIDER

To be attached to and form part of Bond Number 101842605

with Merchants Bonding Company (Mutual) as Surety,

Grimes Utilities, Inc. as Principal, and

Mattamy Jacksonville LLC as Obligee,

for valuable consideration, hereby agree respectively in connection with a contract for RiverTown Forest Phase 3 (Parcel 39-3)(Public Utilities)

which bond and contract are made a part hereof by reference, shall now include as additional Obligee(s)

JEA

The rights of the additional Obligee(s) shall be subject to the following conditions:

- (a) The Surety shall not be liable under this bond to the Obligee, or any additional Obligee, unless the Obligee, or any additional Obligee, shall make payments to the principal in accordance with the terms of said contract as to payments and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
- (b) The aggregate liability of the Surety under the Bond to the Obligees, as their interest may appear, is limited to the penal sum of this Bond.
- (c) The Surety, may at its option, make any payments under this Bond by check issued jointly to the Obligees.
- (d) The Surety shall not be liable to any of the Obligees if the contract between the Principal and Obligee is void or unenforceable.

This rider is effective as of April 14, 2026

MERCHANTS BONDING COMPANY (MUTUAL)

By: Robert T. Theus
(Surety) Robert T. Theus, Attorney-In-Fact

JEA

By: _____
(Obligee)

By: _____
(Obligee)

By: _____
(Obligee)



**UNANIMOUS WRITTEN CONSENT
OF
“GRIMES UTILITIES, INC.”**

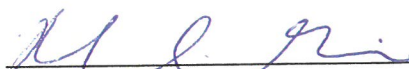
The undersigned, being the directors of GRIMES UTILITIES, INC. (the “Corporation”), hereby consents pursuant to §607.0205(2), Florida Statutes, to the adoption of the following resolutions in lieu of meeting:

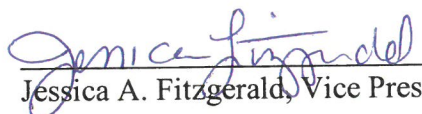
WHEREAS, in the normal course of business the Corporation submits quotations and responses to invitations to bid for work to be performed by the Corporation; and


WHEREAS, the President, Vice President, Secretary and Treasurer are responsible for preparing and executing quotations and bid proposals

NOW THEREFORE, be it resolved: the President/Director/Treasurer, Richard S. Grimes; Vice President, Jessica A. Fitzgerald; and Secretary, Dallas M. Grimes are each hereby authorized to execute and deliver quotations and responses to invitations to bid for work to be performed by the Corporation

IN WITNESS WHEREOF, the undersigned have duly executed this Consent on this 6th day of July, 2018.


Richard S. Grimes, President/Director/Treasurer


Jessica A. Fitzgerald, Vice President


Dallas M. Grimes, Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Cecil W. Powell & Company, 219 N. Newnan Street, Jacksonville, FL 32202. CONTACT NAME: Kathleen Freshwater. INSURER(S) AFFORDING COVERAGE: FCCI Insurance Company, Monroe Guaranty Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Equipment Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 2024-0815 Rivertown Parcel 39 Phases 3 & 4. JEA is an Additional Insured with respects to General Liability for On-Going & Completed Operations and Automobile Liability on a Primary and Non-Contributory basis when Required by Written Contract or Agreement per the Attached Endorsements.

CERTIFICATE HOLDER: JEA, 225 N Pearl Street, Jacksonville, FL 32202. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08-14-25** Policy No. **WC0100094647-01** Endorsement No. **001**
Insured **GRIMES UTILITIES INC** Premium \$ **Incl .**
Insurance Company **FCCI Insurance Company**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section **A. Coverage** is amended by the addition of the following:

- d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1)** Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2)** Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - (3)** Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f.** Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.
- g.** Any “employee” of yours using:
 - (1)** a covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by an “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household
- h.** Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

- B.** Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:
- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- C.** Paragraph 5. under section **B. Exclusions** is deleted and replaced by the following:
- 5. Fellow Employee**
- "Bodily injury" to:
- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
 - b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

- A.** Paragraph 4. **Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:
- 4. Coverage Extensions**
- a. Transportation Expenses**
- We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- b. Loss of Use Expenses**
- For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".
- However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.
- B.** The following is added to paragraph 4. **Coverage Extensions** under section **A. Coverage**:
- c. Fire Department Service Charge**
- When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.
- No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown
 - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.**but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. Deductible is deleted and replaced by the following:**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils;
 will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
 - a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
 - b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

- A.** The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:**

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

- B.** Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C.** The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions:**

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D.** Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.) .

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".) .

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. Insuring Agreement

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
 - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
 - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
 - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
 - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
 - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
 - (1) In the preparation of estimates or job costs;
 - (2) Where cost estimates are exceeded;
 - (3) In the preparation of estimates of profit or return on capital;
 - (4) In advising or failure to advise on financing of the work or project; or
 - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
 - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
 - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract or work order has been completed;
 - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.
- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others; and
 - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filling, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - 1) Misappropriation;
 - 2) Concealment;
 - 3) Conversion;
 - 4) Fraud; or
 - 5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:**1. Incidental Malpractice**

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The “employee” has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D;
 - e. Care, Custody or Control damages under Coverage E.; and
 - f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Medical expenses under Coverage C;
 - c. Voluntary "property damage" payments under Coverage D;
 - d. Care, Custody or Control damages under Coverage E;
 - e. Limited Product Withdrawal Expense under Coverage F;
 - f. Contractors Errors and Omissions under Coverage G.; and,
 - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:
 - a. Each of your projects away from premises owned by or rented to you; or
 - b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:
 - (1) An individual who is the sole owner;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An “executive officer” or insurance manager, if you are a corporation;
 - (4) A manager, if you are a limited liability company;
 - (5) A person or organization having proper temporary custody of your property if you die;
 - (6) The legal representative of you if you die; or
 - (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

- e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

Appendix B- Response Workbook
RFP #1412146046 Customer Service Solution Consulting Services
(Enter Pricing in Unit Price Yellow Cells only)

Unit Code	Description (Refer to RFP #1412146046 Appendix A Technical Specifications)	Unit Price	Extended Price
1	Project Phase 1: Project Initiation	\$ 79,200.00	\$ 79,200.00
2	Project Phase 2: Current State Assessment	\$ 184,800.00	\$ 184,800.00
3	Project Phase 3: Strategic Planning	\$ 132,000.00	\$ 132,000.00
4	Project Phase 4: Executive Engagement	\$ 132,000.00	\$ 132,000.00
TOTAL BID PRICE OF Units 1-4ABOVE (Enter Total Bid price in Zycus where indicated)			\$ 528,000.00

Accenture's \$528,000 total bid price includes \$498,000 in services fees and \$30,000 in anticipated billable travel expenses.