

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 08 2003 *aq/ala*

**FIRST AMENDMENT TO ORANGE COUNTY/PARK MANOR WATERWORKS, INC.
WATER & WASTEWATER SYSTEMS ASSET PURCHASE & SALE AGREEMENT**

THIS FIRST AMENDMENT (the "Amendment") **TO ORANGE COUNTY PARK/MANOR WATERWORKS, INC. WATER & WASTE WATER SYSTEMS ASSET PURCHASE & SALE AGREEMENT** is made and entered into this 08th day of July, 2003, by and between **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida, (hereinafter referred to as the "County") and **PARK MANOR WATERWORKS, INC.**, a Florida corporation, (hereinafter called "Seller") and is based upon the following premises:

WHEREAS, the parties entered into the Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement (hereinafter called the "Prior Agreement") on October 9, 2001, providing that the COUNTY would purchase and the SELLER would sell certain assets owned by the SELLER constituting the Park Manor subdivision water and wastewater treatment facilities; and

WHEREAS, the COUNTY and SELLER desire to modify the Prior Agreement in certain regards; and

WHEREAS, the COUNTY and SELLER agree that the well site located on Innsbruck Drive in the Park Manor subdivision will be deleted as one of the assets acquired by the COUNTY from the SELLER; and

WHEREAS, in recognition of the fact that the Innsbruck Drive well site will not be acquired by the COUNTY, COUNTY and SELLER agree to reduce the purchase price set forth in the Prior Agreement; and

WHEREAS, because of certain contingencies specifically called for in the Prior Agreement, the original closing date has been extended on several occasions, and the COUNTY and SELLER prefer to establish a new closing date as set forth in this Amendment.

NOW, THEREFORE, it be agreed by and between the COUNTY and the SELLER as follows:

1. **Premises Incorporated.** Each and all the foregoing premises set forth in this Amendment are incorporated herein and constitute a part of this agreement.
2. **Specific Changes to The Prior Agreement.** Except as specifically set forth in this Amendment, the Prior Agreement shall govern the closing of this transaction

wherein the COUNTY purchases and the SELLER sells the Utility Systems owned and operated by Park Manor Waterworks, Inc.

3. **Deletion of Well Site.** Section 3.8 of the Prior Agreement listing excluded assets is amended to add the following:

g. the well, real estate and appurtenant facilities located at the well site on Innsbruck Drive.

4. **Consideration Reduced:** Section 4 of the Prior Agreement references a purchase price of \$3,350,000 which is hereby amended to reference a purchase price of \$3,150,000.

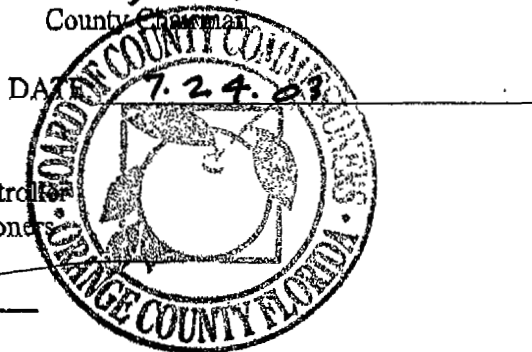
5. **Closing Date:** Section 13 of the Prior Agreement closing date reference is hereby extended to August 31, 2003, however, closing is contingent on Public Service Commission approval which is currently pending.

6. **Adjustments and Proration Closing Costs.** Since the Closing Date will be sometime in 2003, any reference to prorations for property taxes, assessments or other issues shall use as the measure the tax year in which the closing occurs, notwithstanding language to the contrary in the Prior Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Richard T. Crotty
Richard T. Crotty
County Chairman



ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: Martha O. Haynie
Deputy Clerk

Signed, sealed and delivered
in the presence of:

PARK MANOR WATERWORKS, INC.

Attest: Donald A. Kingsley
Print Name: Donald A. Kingsley
Title: _____

By: Bernice A. Goetz, Pres.
Print Name: Bernice A. Goetz, Pres.
Title: President

DATE: 7/22/2003

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of July, 2003, by Bernice A. Goetz, as President and attested to by Donald A. Kingsley as _____ of PARK MANOR WATERWORKS, INC., who are personally known to me or produced _____ as identification.

Wanda B. Gray
Signature of Notary Public

Wanda B. Gray
(Print Notary Name)
My Commission Expires:

Commission No.: _____ Wanda B. Gray



My Commission CC878164
Expires November 14, 2003

AFFIX NOTARY STAMP