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February 18, 1997

FEDERAL EXPRESS

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

970209-WS

Re: Joint Application for Approval of the Transfer of Water and Wastewater Certificates and Utility Facilities; Establishment of Rate Base for Facilities Purchased; Approval of the Applicability of Rates, Charges, Classifications, Rules and Regulations; Confirmation of Inclusion of Land and Facilities in a Single System; and Approval of a Limited Proceeding to Adjust Rates in Nassau County, Florida

Applicants: United Waterworks Inc.
200 Old Hook Road
Harrington Park, NJ 07640

United Water Florida Inc.
1400 Millcoie Road
Jacksonville, FL 32239

Sunray Utilities-Nassau, Inc.
501 Centre Street
Fernandina Beach, Florida 32035

Persons to Contact: James L. Ade/Scott G. Schildberg
Martin, Ade, Birchfield & Mickler, P.A.
One Independent Drive, Suite 3000
Jacksonville, FL 32202

Dear Ms. Bayo:

United Waterworks Inc. ("United Waterworks"), United Water Florida Inc. ("United Water Florida") and Sunray Utilities-Nassau, Inc. ("Sunray-Nassau"), hereby file their Joint Application for Approval of the Transfer of Water and Wastewater Certificates and Utility

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

Ms. Blanca Bayo, Director
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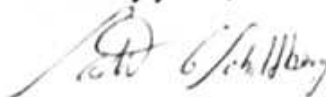
Facilities; Establishment of Rate Base for Facilities Purchased; Approval of the Applicability of Rates, Charges, Classifications, Rules and Regulations; Confirmation of Inclusion of Land and Facilities in a Single System; and Approval of a Limited Proceeding to Adjust Rates in Nassau County, Florida.

Accordingly, please find enclosed the following:

- a. An original Application.
- b. Twelve (12) copies of the Application.
- c. A check payable to the Florida Public Service Commission in the amount of \$5,000.00 for the filing fees for water and wastewater.
- d. Original Commission Certificate Nos. 502-W and 436-S of Sunray-Nassau.
- e. Original Commission Certificate Nos. 236-W and 179-S of United Water Florida.
- f. An original and two (2) copies of the proposed tariff sheets.
- g. A computer diskette containing the legal description of the service area of Sunray-Nassau.

Please file the originals and distribute the copies in accordance with your usual procedures. If you have any questions or comments in connection with this matter, please do not hesitate to call.

Sincerely yours,



Scott G. Schildberg

SGS:dws
Enclosures

cc: Mr. David E. Chardavoyne
Mr. Robert A. Gerber
Mr. Richard A. Hensch (w/o enclosures)
Mr. Munipalli Sambamurthi
Michael A. Walters, Esquire

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application by United)
Waterworks Inc., United Water)
Florida Inc., and Sunray Utilities-)
Nassau, Inc., for Approval of)
Transfer of Water Certificate No.)
502-W and Wastewater Certificate)
No. 436-S and Utility Facilities)
from Sunray Utilities-Nassau, Inc.,)
to United Water Florida Inc., and)
for a Limited Proceeding to Adjust)
Rates in Nassau County, Florida)

DOCKET NO.: 970209-WS

DATE SUBMITTED FOR FILING:
February 18, 1997

UNITED WATERWORKS INC.
APPLICANT

200 Old Hook Road
Harrington Park, New Jersey 07640
(201) 784-9434

UNITED WATER FLORIDA INC.
APPLICANT

1400 Millcoie Road
Jacksonville, Florida 32225
(904) 725-2865

SUNRAY UTILITIES - NASSAU, INC.
APPLICANT

501 Centre Street
Fernandina Beach, Florida 32034-4218
(904) 261-2918

PERSONS TO CONTACT

James L. Ade/Scott G. Schildberg
Martin, Ade, Birchfield &
Mickler, P.A.
3000 Independent Square
Jacksonville, Florida 32202
(904) 354-2050

DOCUMENT NO.
01812-97
2/19/97

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application by United)
Waterworks Inc., United Water)
Florida Inc., and Sunray Utilities-)
Nassau, Inc., for Approval of)
Transfer of Water Certificate No.)
502-W and Wastewater Certificate)
No. 436-S and Utility Facilities)
from Sunray Utilities-Nassau, Inc.,)
to United Water Florida Inc., and)
for a Limited Proceeding to Adjust)
Rates in Nassau County, Florida)
_____)

JOINT APPLICATION
FOR APPROVAL OF THE TRANSFER
OF WATER AND WASTEWATER CERTIFICATES AND UTILITY FACILITIES;
ESTABLISHMENT OF RATE BASE FOR FACILITIES PURCHASED;
APPROVAL OF THE APPLICABILITY
OF RATES, CHARGES, CLASSIFICATIONS, RULES AND REGULATIONS;
CONFIRMATION OF INCLUSION OF LAND AND
FACILITIES IN A SINGLE SYSTEM;
AND APPROVAL OF A LIMITED PROCEEDING
TO ADJUST RATES IN NASSAU COUNTY, FLORIDA

United Waterworks Inc., a Delaware corporation (hereinafter sometimes known as "United Waterworks"), United Water Florida Inc., a Florida corporation formerly known as Jacksonville Suburban Utilities Corporation (hereinafter sometimes referred to as "United Water Florida"), and Sunray Utilities-Nassau, Inc., a Florida corporation (hereinafter sometimes referred to as "Sunray"), (hereinafter sometimes collectively referred to as "Applicants"), hereby make application to the Florida Public Service Commission (hereinafter sometimes referred to as the "Commission") for the approval of the transfer of Water Certificate No. 502-W and Wastewater Certificate No. 436-S (hereinafter sometimes referred to as the "Certificates"), and certain utility facilities from Sunray to United Waterworks, and from United Waterworks to United Water

Florida; for the establishment of the rate base for the water and wastewater utility facilities purchased in connection therewith; for the approval of the inclusion of such rate base (i.e., the Net Book Value of the Purchased Assets, as both are defined in the Agreement of Purchase and Sale) in the rate base of United Water Florida; for approval of the application of (i) United Water Florida's rates, charges, classifications, rules and regulations, certain service availability charges, and service availability policies, and (ii) certain of Sunray's service availability charges, to the customers located or to be located in Sunray's current service area; and for confirmation of the inclusion of Sunray's land and facilities (hereinafter sometimes referred to as "Sunray's Facilities") in United Water Florida's single utility system.

Applicants request that the review and disposition of this Application be conducted in the form of a limited proceeding pursuant to Section 367.0822, Florida Statutes (1995); and Applicants submit the following information in an original and twelve copies.

General Information

1. The full name, address, and telephone number of Sunray are as follows:

Sunray Utilities-Nassau, Inc.
501 Centre Street
Fernandina Beach, Florida 32035-4218
(904) 261-2918

The mailing address of Sunray is P. O. Box 1708, Fernandina Beach, Florida 32035-4218.

Sunray is a Florida corporation whose predecessor was incorporated on April 1, 1987. Sunray has offices located in Fernandina Beach, Florida. Sunray is a wholly owned subsidiary of Rayonier, Inc. (hereinafter sometimes referred to as "Rayonier"). Sunray provides water and wastewater utility service in Nassau County, Florida, pursuant to the Certificates, from one (1) water treatment facility and one (1) wastewater treatment facility.

2. Sunray Utilities, Inc. (hereinafter sometimes referred to as "Sunray Utilities"), was issued Certificate Nos. 502-W and 436-S to serve in Nassau County in Order No. 19392, Docket No. 870649-WS, and Certificate Nos. 504-W and 438-S to serve in St. Johns County in Order No. 19428, Docket No. 870539-WS. St. Johns County subsequently reacquired local jurisdiction over private water and wastewater utility systems in St. Johns County whose service does not transverse county boundaries.

As noted in Order No. 24398, Docket No. 910166-WS,

In recognition of the jurisdictional transfer, and the prospect of being regulated by two different entities, in November, 1990, Sunray [Utilities] reorganized into two separate corporations, Sunray Utilities-St. Johns, Inc. and Sunray Utilities-Nassau, Inc. On February 18, 1991, Sunray filed a petition for this Commission to recognize and acknowledge its corporate reorganization.

In Order No. 24398, the Commission acknowledged Sunray's corporate reorganization and the resulting name change from Sunray Utilities, Inc., to Sunray Utilities-Nassau, Inc.

3. The full name, address, and telephone number of United Water Florida are as follows:

United Water Florida Inc.
1400 Millcoie Road
Jacksonville, Florida 32225
(904) 725-2865

The mailing address of United Water Florida is P. O. Box 8004,
Jacksonville, FL 32239.

United Water Florida is a Florida corporation incorporated on
June 5, 1937, with offices located in Jacksonville, Duval County,
Florida. United Water Florida is a wholly owned subsidiary of
United Waterworks. United Water Florida provides water and
wastewater utility service in Duval, Nassau, and St. Johns Counties
pursuant to Certificate Nos. 236-W and 179-S.

4. The full name, address, and telephone number of United
Waterworks are as follows:

United Waterworks Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640
(201) 784-9434

United Waterworks is a Delaware corporation incorporated on
June 1, 1970, with its principal offices located in New Jersey.
United Waterworks is the parent company of United Water Florida.

5. The full name and address, and telephone number of the
individuals to contact concerning this application are as follows:

James L. Ade/Scott G. Schildberg
Martin, Ade, Birchfield & Mickler, P.A.
3000 Independent Square
Jacksonville, Florida 32202
(904) 354-2050

6. The Commission has authorized United Water Florida to
provide water and wastewater service in three neighboring counties.

(a) United Water Florida provides water and wastewater service in Duval County from twenty (20) separate water facilities and seven (7) separate wastewater facilities located in Duval County pursuant to Certificate Nos. 236-W and 179-S.

(b) United Water Florida provides water and wastewater service in St. Johns County from eight (8) separate water facilities and three (3) separate wastewater facilities located in St. Johns County pursuant to Certificate Nos. 236-W and 179-S.

(c) United Water Florida provides water and wastewater service in Nassau County from one (1) separate water facility and two (2) separate wastewater facilities located in Nassau County pursuant to Certificate Nos. 236-W and 179-S.

(d) United Water Florida's facilities and land are functionally related and comprise a single utility system whose service transverse county boundaries.

7. United Waterworks owns or controls only one other utility system in Florida. The other utility system is owned by United Water South Gate Inc., a subsidiary of United Waterworks, and is located in Sarasota County, Florida. United Water Florida does not own any utility system other than its own system.

8. On August 21, 1996, Sunray and United Waterworks entered into an Agreement of Purchase and Sale (hereinafter sometimes referred to as the "Agreement") concerning the intended purchase by United Waterworks of the Certificates, the water and wastewater utility systems and utility facilities owned and operated by Sunray, and certain other assets to be transferred in connection

therewith (which certificates, systems, facilities, and assets are referred to in the Agreement and are hereinafter sometimes referred to as the "Purchased Assets"). The Agreement also provides for the transfer of the Purchased Assets from United Waterworks to United Water Florida as a contribution to the capital of United Water Florida. A copy of the Agreement is attached hereto as Exhibit A-2.

9. United Water Florida currently is operating Sunray's Facilities pursuant to an Operations and Management Agreement (hereinafter sometimes referred to as the "Operations and Management Agreement") entered into on August 21, 1996, by United Water Florida and Sunray, a copy of which is attached hereto as Exhibit A-3.

10. United Waterworks represents that, following the Commission's approval of this Application, upon the transfer to United Waterworks of said Certificates and the other Purchased Assets, United Waterworks will cause the Certificates and other Purchased Assets to be transferred to United Water Florida as an additional investment in the equity capital of United Water Florida. United Water Florida represents that, following the Commission's approval of United Water Florida's acquisition of the Purchased Assets, it thereafter will own, maintain, and operate the Purchased Assets in accordance with Florida law, and that it will fulfill the commitments, obligations, and representations of Sunray with regard to utility matters.

11. In connection with the foregoing, Applicants hereby request that the Commission:

(a) Approve the transfer of the Purchased Assets, including, but not limited to, the Certificates, from Sunray to United Waterworks, and from United Waterworks to United Water Florida, its wholly owned subsidiary, in accordance with the terms and provisions of the Agreement;

(b) Determine the rate base of Sunray's Facilities in accordance with the formula set forth in the Agreement;

(c) Approve the contribution by United Waterworks of the Purchased Assets, including, but not limited to, the Certificates, to the capital of United Water Florida, and approve the inclusion of Sunray's rate base (i.e., the Net Book Value, as defined in the Agreement, of the Purchased Assets) in United Water Florida's rate base;

(d) Approve the application of (i) United Water Florida's water and wastewater service rates, charges, classifications, rules and regulations, service availability policies, and certain service availability charges, and (ii) certain of Sunray's service availability charges, to Sunray's existing customers and certificated service area, effective as of the closing date provided in the Agreement;

(e) Confirm that the addition of Sunray's Facilities to United Water Florida's facilities and land (i) will result in Sunray's Facilities becoming a part of United Water Florida's functionally related facilities and land, and (ii) will result in

Sunray's Facilities becoming a part of United Water Florida's single utility system whose service transverses county boundaries;

(f) Conduct the proceeding concerning the Application, including the establishment of rates and charges, in a limited proceeding as provided by Section 367.0822, Florida Statutes (1995); and

(g) Recognize the approval of the transfer of the Purchased Assets by canceling the Certificates, amending United Water Florida's certificates, and approving the tariff sheets which are submitted with this Application.

**Transfer of Water and Wastewater Certificates and Facilities
of Sunray to United Water Florida**

12. Applicants hereby jointly make an application to the Commission for the approval of the transfer of the Purchased Assets, including, but not limited to, Sunray's water and wastewater utility systems and the Certificates, from Sunray to United Waterworks and from United Waterworks to United Water Florida in accordance with the terms and provisions of the Agreement.

13. In this Application and its exhibits, Applicants have provided all of the information required by Section 367.071, Florida Statutes (1995), and the Rules of the Commission for approval of the transfer of Certificates of Authorization. Accordingly, Applicants request that the Commission approve the transfer, cancel the Certificates, amend United Water Florida's certificates, and adopt the tariff sheets attached as Exhibits A-9

and A-10 to include the Sunray Service Area in United Water Florida's service area.

**Determination of Sunray's Rate Base and
the Inclusion of Sunray's Rate Base
in United Water Florida's Rate Base**

14. Applicants hereby request that the Commission determine the rate base of Sunray (i.e., the Net Book Value of the Purchased Assets) for the purposes of this transfer in accordance with the formula set forth in the Agreement. See Paragraph 2 and Exhibit C to the Agreement and Exhibit A-13.

15. In Order No. 20252, the Commission used pro forma information based on projected plants to set Sunray's initial rates. See Order No. 20252, Docket No. 870649-WS (issued November 3, 1988). Consistent with Commission policy in establishing initial rates, the order did not establish rate base. See 88 FPSC Reporter 11:59.

16. The rate base of Sunray has not been established by the Commission. Based on information in Sunray's 1995 Annual Report to the Commission, the rate bases of Sunray's water and wastewater facilities as of December 31, 1995, were \$970,237 and \$1,025,527, respectively. See attached Exhibit A-13.

17. The rate base of United Water Florida in the utility facilities of Sunray as of the date of the transfer will be \$970,237 and \$1,025,527, for water and wastewater, respectively, plus adjustments for appropriate additions and reductions between December 31, 1995, and the date of transfer.

18. It is Applicants' intent that United Water Florida will own and operate the water and wastewater utility systems which are the subject of this Application upon the approval of the transfer, and, thus, United Water Florida should be allowed to include the cost of such utility systems in its rate base.

19. The addition of the rate base of Sunray to the rate base of United Water Florida will not materially affect the rate base of United Water Florida for rate-making purposes or for the purpose of complying with other Commission rules and guidelines.

20. United Water Florida further represents that the approval of this Application will not cause United Water Florida to exceed its last authorized rate of return.

21. Applicants hereby request that the Commission approve the contribution by United Waterworks of the Certificates and the other Purchased Assets to the capital account of United Water Florida. Applicants further request that the Commission determine the rate base of Sunray and approve the inclusion of the rate base of Sunray (i.e., the Net Book Value of the Purchased Assets) in the rate base of United Water Florida.

Use of Limited Proceeding, Confirmation of Inclusion of
Land and Facilities in a Single System, and
Approval of the Application of United Water Florida's
Water and Wastewater Service Rates,
Charges, Classifications, Rules and Regulations,
Certain Service Availability Charges
and Service Availability Policies and
Certain of Sunray's Service Availability Charges

22. Applicants hereby request that the Commission conduct its review and disposition of this Application in the form of a limited

proceeding, as provided in Section 367.0822, Florida Statutes (1995). Applicants also request that the Commission confirm that Sunray's Facilities are included in United Water Florida's single utility system.

23. Applicants further request that the Commission approve the application of (i) United Water Florida's water and wastewater service rates, charges, classifications, rules and regulations, service availability policies, and certain service availability charges and (ii) certain of Sunray's service availability charges, as shown on Exhibit A-8, for Sunray's existing customers and service area. United Water Florida intends for all of its current service availability charges to apply for the service area of Sunray, except for its guaranteed revenue charge and plant capacity charge, which will be replaced by Sunray's plant capacity charge and guaranteed revenue charge.

24. All of the facilities used by United Water Florida to provide water and wastewater utility service to customers in Duval, Nassau, and St. Johns Counties comprise a single water and wastewater system. In Order No. 24335, issued on April 8, 1991, the Commission specifically found that:

[United Water Florida's] combination of functionally related facilities and land is indeed a utility system whose service transverses county boundaries.

The functional relationship among the utility facilities of United Water Florida that provide service to its customers is evidenced as follows:

(a) United Water Florida provides water and wastewater utility service in Duval, Nassau, and St. Johns Counties from twenty (20) separate water utility facilities and seven (7) separate wastewater utility facilities located in Duval County, eight (8) separate water utility facilities and three (3) separate wastewater utility facilities located in St. Johns County, and one (1) separate water utility facility and two (2) separate wastewater utility facilities located in Nassau County;

(b) United Water Florida manages all of its utility facilities from its office in Duval County. The office is centrally located for all of United Water Florida's service areas in Duval, Nassau, and St. Johns Counties. In terms of driving time from the office, it takes approximately the same amount of time to reach the most remote service area in each of the three counties;

(c) The same manager is responsible for managing all of United Water Florida's operations in the three counties;

(d) The same officers of United Water Florida are responsible for overseeing all of United Water Florida's operations in the three counties;

(e) The same engineers of United Water Florida are responsible for designing United Water Florida's utility facilities, establishing standards and specifications, reviewing developer plans, coordinating with regulatory agencies concerning required permits, and providing engineering services in all three counties;

(f) The same accountants and other administrative personnel of United Water Florida are responsible for providing administrative support for United Water Florida's operations in the three counties;

(g) The same maintenance personnel of United Water Florida maintain and repair United Water Florida's utility facilities in the three counties;

(h) United Water Florida's customers in the three counties are serviced by the same customer service representatives at the same telephone number;

(i) The water produced by all of United Water Florida's water treatment plants and the effluent and sludge by-products of all of United Water Florida's wastewater treatment plants are tested by the same personnel and independent laboratories;

(j) Purchasing for United Water Florida's utility facilities is done on the larger economic scale of United Water Florida's overall operations and utility facilities and not on a county by county or a facility by facility basis;

(k) Staffing requirements are reviewed in the context of United Water Florida's overall operations and utility facilities and not on a county by county or a facility by facility basis;

(l) United Water Florida's other planning is done in the context of United Water Florida's overall operations and utility facilities and not on a county by county or a facility by facility basis;

(m) United Water Florida's budgeting has been on the basis of United Water Florida's overall operations and utility facilities and not on a county by county or a facility by facility basis;

(n) The separate utility facilities operated by United Water Florida are not substantially different from each other;

(o) The cost of operating one of United Water Florida's utility facilities does not vary materially from the cost of operating another of its utility facilities merely because the utility facilities are located in different counties; and

(p) United Water Florida manages and operates its utility facilities as a single functionally related system.

25. United Water Florida states that it will treat the land and facilities of Sunray as it treats the rest of its land and facilities and will continue to operate its land and facilities as a single utility system whose service transverse county boundaries.

26. Sunray's service area contains a combination of functionally related facilities and land. Sunray employs a uniform rate structure for its service area. One portion of United Water Florida's functionally related facilities and land, which are a part of its single system, including a part of its existing service area (hereinafter sometimes referred to as the "Yulee Area"), is adjacent to Sunray's service area.

27. United Water Florida is operating Sunray's Facilities in Nassau County pursuant to the Operation and Management Agreement.

United Water Florida is operating and administering the Sunray Facilities to the extent permitted by the Operations and Management Agreement as another facility in United Water Florida's single utility system whose service transverse county boundaries. Consistent with the operation of United Water Florida's facilities, the Sunray Facilities are:

- (a) Managed from the same office by the same manager.
- (b) Overseen by the same officers of United Water Florida.
- (c) Served by the same engineers, maintenance personnel, customer service representatives, accountants, and other administrative personnel of United Water Florida.
- (d) Tested by the same personnel and independent laboratories.
- (e) Supplied with purchases made in the context of the larger economic scale of United Water Florida's overall operations and facilities and not on a "stand alone" basis.
- (f) Staffed in the context of United Water Florida's overall operations and facilities.
- (g) Planned and budgeted for on the basis of United Water Florida's overall operations and facilities.
- (h) Not substantially different from the other facilities.
- (i) Not materially different in the cost of operation from the other facilities.

28. The Commission has previously authorized United Water Florida to employ a uniform set of rates in the three counties in Order Nos. 22794, 23111, 23708, 23834, and PSC-93-1480-FOF-WS.

29. The requested application of United Water Florida's rates, charges, classifications, rules and regulations, certain service availability charges and service availability policies and certain of Sunray's service availability charges, as shown on Exhibit A-8, to Sunray's existing customers and service area will result in United Water Florida having uniform nonpreferential rates for its customers in its entire service area.

30. United Water Florida's rates and charges have already been reviewed by the Commission and are being reviewed currently in Docket No. 960451-WS. No additional costs or expenses to either the Commission or United Water Florida will be involved in the approval of United Water Florida's existing rates and charges.

31. The requested application of United Water Florida's current rates to Sunray's existing customers and service area will result in cost savings due to a reduction in accounting, data processing, and administrative expenses. Such cost savings will benefit current ratepayers of Sunray as well as current and future ratepayers of United Water Florida.

32. By retaining Sunray's plant capacity charges and guaranteed revenue charges, which are the charges set forth on Exhibit A-8, the level of contributions-in-aid-of-construction ("CIAC") and guaranteed revenue appropriate for Sunray's existing

plants will be maintained without adversely affecting United Water Florida's rate structure.

33. Sunray's residential service customers will experience substantially lower rates even though Sunray did not file for a price index adjustment for 1994, 1995, or 1996. United Water Florida has filed for a rate adjustment in Docket No. 960451-WS. United Water Florida's Residential Service Water Gallonage Charge is eighteen percent less than Sunray's Residential Service Water Gallonage Charge ($\$1.11/\$1.36 \times 100 = 82\%$). While United Water Florida's Residential Wastewater Gallonage Charge is approximately nineteen percent more than Sunray's Residential Wastewater Gallonage Charge ($\$3.02/\$2.54 \times 100 = 119\%$), United Water Florida's Residential Service Wastewater Base Facility Charge is thirty-four percent less than Sunray's Residential Service Wastewater Base Facility Charge ($\$27.75/\$41.97 \times 100 = 66\%$). A comparison of the Residential Service Base Facility Charges is set forth below.

Water Residential Service Base Facility Charges by Quarter

<u>Meter Size</u>	<u>Sunray's Charge</u>	<u>United Water Florida's Charge</u>	<u>Percentage Decrease</u>
5/8"	\$ 32.52	\$ 15.93	51%
3/4"	48.72	22.33	54%
1"	81.27	35.10	57%
1-1/2"	162.48	79.81	51%
2"	266.01	156.51	41%
3"	520.08	N/A	N/A
4"	812.58	N/A	N/A
6"	1,625.28	N/A	N/A

Wastewater Residential Service Base Facility Charge By Quarter

<u>Meter Size</u>	<u>Sunray's Charge</u>	<u>United Water Florida's Charge</u>	<u>Percentage Decrease</u>
All	\$ 41.97	\$ 27.75	34%

34. Sunray's general service customers will experience lower combined gallonage charges and most will also have lower base facility charges even though Sunray did not file for a price index adjustment for 1994, 1995, or 1996. United Water Florida's General Service Water Gallonage Charge is eighty-two percent of Sunray's General Service Water Gallonage Charge ($\$1.11/\$1.36 \times 100 = 82\%$) and its General Service Wastewater Gallonage Charge is less than one percent more than Sunray's General Service Gallonage Charge ($\$3.02/\$3.00 \times 100 = 101\%$). A comparison of the General Service Base Facility Charges is set forth below.

Water General Service Base Facility Charges

<u>Meter Size</u>	<u>Sunray's Charge</u>	<u>United Water Florida's Charge</u>	<u>Percentage Decrease <Increase></u>
5/8"	10.84	7.40	32%
3/4"	16.24	9.53	41%
1"	27.09	13.78	49%
1-1/2"	54.16	28.71	47%
2"	88.67	54.27	39%
3"	173.36	143.72	17%
4"	270.86	369.55	<36%>
6"	541.76	416.40	23%
8"	N/A	4,638.54	N/A

Wastewater General Service Base Facility Charges by Month

<u>Meter Size</u>	<u>Sunray's Charges</u>	<u>United Water Florida's Charges</u>	<u>Percentage Decrease <Increase></u>
5/8"	13.99	10.55	25%
3/4"	21.00	14.59	31%
1"	34.98	23.44	33%
1-1/2"	69.95	53.54	23%
2"	111.91	105.14	6%
3"	223.80	285.80	<28%>
4"	349.72	741.66	<112%>
6"	699.44	836.28	<20%>
8"	N/A	9,360.35	N/A

35. The Commission has found that United Water Florida's water and wastewater rate structures promote water conservation. See Order No. 9533, issued in Docket No. 790316-WS (In re:

Application of Jacksonville Suburban Utilities Corporation for an adjustment of rates in Duval County) and Docket No. 790317-WS (In re: Application of Southern Utilities Company for an adjustment of rates in Duval County). In Order No. 9533, the Commission stated that:

We believe that any structure that requires a customer to pay for a minimum number of gallons, whether these gallons are used or not, is discriminatory. . . . We believe the Base Facility Charge Rate Design should be implemented.

.

The primary reasoning supporting this type structure is that each customer would pay his pro-rata share of the related facility costs necessary to provide the service in the Base Facility Charge; and, secondly, he would pay for only the gallons actually consumed under the gallonage charge.

We have made a detailed study of the type, number and classification of the customers, the gallons consumed by customer classification, and

the applicability of the Base Facility Charge Rate Design. We believe it should be implemented in this case for the following reasons:

(1) Under this structure, the customers are charged for only the gallons of water used rather than for minimum number of gallons included in the framework of the minimum charge, whether these gallons are used or not.

(2) For those customers who practice conservation, this structure will afford them an opportunity to be recognized and compensated in the form of savings for their conservation efforts.

(3) This type structure would lend itself to solving the "fair-share" problems associated with part-time residents. This Commission recognizes the fact that if these residents do not pay their pro-rata share of the cost of providing their service, the deficiency created would unfairly have to be absorbed in the rates of the year-round residents.

(4) This Commission has the responsibility to insure that rates are structured in such a manner as to be fair, reasonable, just and non-discriminatory. We believe this rate structure meets these criteria. (Emphasis Added).

36. The use of a uniform set of rates for United Water Florida is consistent with United Water Florida's operation of its water and wastewater facilities as a single utility system;

37. Accordingly, Applicants request that the Commission confirm that Sunray's Facilities are included in United Water Florida's single utility system whose service transverses county boundaries.

38. Applicants further request that the Commission approve the application of (i) United Water Florida's water and wastewater service rates, charges, classifications, rules and regulations, service availability policies, and certain service availability

charges and (ii) certain of Sunray's service availability charges, as shown on Exhibit A-8, for Sunray's existing customers and service area. Applicants also request that the Commission conduct its review and disposition of this Application in the form of a limited proceeding, as provided in Section 367.0822, Florida Statutes (1995).

Additional Public Interest Factors

39. The officers of United Waterworks and United Water Florida possess the experience in the water and wastewater industry necessary to maintain the water and wastewater facilities being transferred and to provide for the growth of such facilities to serve the customers in the Sunray Service Area. United Water Resources Inc., the corporate parent of United Waterworks, and its affiliates have been engaged in owning and operating water systems for over one hundred (100) years. The utility systems owned and operated by United Water Resources Inc. and its subsidiaries provide water service to over two million individuals in thirteen states. Several of the affiliates, including United Water Florida, also provide wastewater service to many of their customers. United Waterworks and its affiliates have owned and operated several utility facilities in various and diverse locations in Florida over the past twenty-five years. United Water Florida has provided service in Northeast Florida for the past twenty-five years.

40. As Exhibits A-5 and A-6 clearly demonstrate, United Waterworks and United Water Florida have the financial ability to acquire, operate, maintain, and expand the Sunray Facilities.

41. United Waterworks and United Water Florida have extensive knowledge of regulations and vast experience in working with regulatory agencies.

42. United Waterworks and United Water Florida have substantial experience with acquisitions of utility facilities. Both companies have a proven track record of bringing such utility facilities into compliance with regulatory requirements and then continuing to operate the utility facilities in compliance. During the past ten (10) years, United Water Florida has acquired the utility facilities of nine (9) utility companies. Often, United Water Florida was encouraged by regulatory agencies to acquire such facilities because the facilities were being operated in violation of environmental and other regulatory requirements.

United Water Florida acquired the assets of St. Johns North Utility Corp. ("St. Johns North") when St. Johns North was faced with a moratorium on connections by the DEP. United Water Florida acquired the assets of Ponce de Leon Utility Company of St. Johns County, Inc. ("Ponce de Leon"), when Ponce de Leon needed to expand its utility facilities. In both cases, as well as in all other acquisitions by United Water Florida, United Water Florida has made the necessary plant expansions, brought the utility facilities into compliance with regulatory requirements, is operating the utility facilities in an efficient and economical manner, and is providing excellent, high quality service to its customers.

43. United Water Florida takes pride in its utility system and operations. It has a rotating preventive maintenance program

to maintain its utility system in an economical and efficient manner. The preventive maintenance program has been successful in anticipating and avoiding problems before they develop. A part of the preventative maintenance program utilizes televised inspections of wastewater collection mains to identify potential problem areas. The televised inspections also locate existing problems and confirm that the repairs have solved any previously located leaks or other difficulties.

44. United Water Florida also has been a leader in the use of telemetry in the operation of utility systems. Beginning in the 1970's, United Water Florida developed an alarm system to provide warnings of system malfunctions to company personnel through the use of telephone wires. Several years ago, United Water Florida enhanced its alarm system by installing a Supervisory Control and Data Acquisition system ("SCADA"). SCADA is a radio-based network of remote terminal units which continuously monitor United Water Florida's water treatment plants, wastewater treatment plants, and wastewater lift stations. The remote terminal units are in continuous communication with a central computer. The SCADA system is monitored by operators 16 hours a day and a paging system responds to alarms during the remaining 8 hours. The SCADA system allows United Water Florida to effectively monitor its plants and lift stations 24 hours a day as opposed to the fewer hours of on-site operator attendance required by the DEP. The SCADA system is an efficient, effective, and economical tool for monitoring, operating, and maintaining United Water Florida's utility system.

45. United Water Florida is able to carefully plan for plant expansions and the development of its collection and distribution systems due to its in-house staff of highly trained engineers.

46. United Water Florida has a trained team of customer service representatives and field service representatives, overseen by a customer service department foreman, who are available to investigate questions concerning billing, metered usage, and other customer inquiries. United Water Florida includes its customer service telephone number (725-2865) on its utility service invoices.

47. United Water Florida practices good corporate citizenship by participating in community affairs and encouraging its employees to become active in the community. For example, representatives of United Water Florida and the Regulatory Environmental Services Division of the City of Jacksonville have visited schools and made joint presentations to the students on the importance of water conservation.

48. United Water Florida has been at the forefront in efforts to improve the quality of life through the protection of the environment. The management of United Waterworks and United Water Florida have acted to insure that United Water Florida provides high quality utility service in a manner which protects the environment.

49. United Water Florida has received more than twenty awards during the past twenty years regarding various aspects of its

operations. A description of the awards is attached hereto as Exhibit A-15.

50. Applicants state that the intended transfer will result in the following advantages to Sunray's existing customers:

(a) United Water Florida, with the financial, managerial, and technical support of United Waterworks, will be better able than Sunray to attract capital and to meet the existing and future needs for water and wastewater utility service in Sunray's service area;

(b) As customers of a stable and well financed utility company with a larger customer base, Sunray's customers will experience operating costs, costs of capital, and rates that will be lower both over the short term and the long term;

(c) As set forth in the Agreement, the parties to the agreement have determined that the acquisition and operation of Sunray's facilities by United Water Florida is in the best interests of the affected public, Sunray, United Waterworks, and United Water Florida. Rayonier, the owner of Sunray, is also selling Sunray-St. Johns, its only other water and wastewater system, to United Water Florida. Sunray has decided to sell the operating assets of its utility services business and is no longer interested in remaining in the utility services business;

(d) Reliable and high quality service will be provided to Sunray's customers by United Water Florida as a professionally managed and operated utility company with extensive knowledge of utility operations, maintenance, and regulation;

(e) Operating efficiencies will result from the acquisition;

(f) United Water Florida buys water and wastewater related equipment, materials, and supplies in bulk, and believes that it can reduce operating costs through applied economies of scale;

(g) Personnel costs will be reduced by United Water Florida due to more efficient utilization of personnel;

(h) Granting the Application will permit the customers of Sunray to be served by a utility company with a greater number of customers. The larger customer base, in turn, should result in smaller future increases in rates for utility service paid by the customers of United Water Florida than would be the case under Sunray's ownership;

(i) United Water Florida has a broader customer base to absorb the rate impact resulting from any unanticipated construction cost overruns;

(j) Sunray's customers will experience a substantially lower risk of large rate increases necessitated by capital investments from regulatory requirements for specific or isolated treatment plant, effluent disposal, or collection or distribution facilities improvements; and

(k) Sunray's water and wastewater utility facilities will continue to be owned by a company whose primary business is the operation of water and wastewater utility systems.

51. Applicants state that the intended transfer will result in the following advantages to United Water Florida's existing customers:

(a) The proposed acquisition will be financially self-supporting without affecting existing rates; and

(b) The larger customer base should provide additional rate stability in the future.

52. The intended transfer also will result in advantages to concerned regulatory agencies, including the advantages arising when a small utility company ceases to exist.

Filing Fee and Notice

53. According to the 1995 Annual Report of Sunray, the design capacities of the water and wastewater facilities are 771 equivalent residential connections (hereinafter referred to as "ERCs") and 680 ERCs for water and wastewater, respectively.

54. An application fee in the amount of \$5,000.00 (\$1,500.00 for transfer of water certificate, \$1,500.00 for transfer of wastewater certificate, \$1,000.00 for limited proceeding for water facilities, and \$1,000.00 for limited proceeding for wastewater facilities) as required by Section 367.145, Florida Statutes (1995), and by Rule 25-30.020, Florida Administrative Code, is submitted with this Application.

55. An affidavit showing proof of compliance of notification requirements of Section 367.071, Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be provided as Late Filed Exhibit A-14.

Request for Relief

56. In connection with the foregoing, Applicant hereby requests that the Commission:

(a) Approve the transfer of the Purchased Assets, including, but not limited to, the Certificates, from Sunray to United Waterworks, and from United Waterworks to United Water Florida, its wholly owned subsidiary, in accordance with the terms and provisions of the Agreement;

(b) Determine the rate base of Sunray's Facilities in accordance with the formula set forth in the Agreement;

(c) Approve the contribution by United Waterworks of the Purchased Assets, including, but not limited to, the Certificates, to the capital of United Water Florida, and approve the inclusion of Sunray's rate base (i.e., the Net Book Value, as defined in the Agreement, of the Purchased Assets) in United Water Florida's rate base;

(d) Approve the application of (i) United Water Florida's water and wastewater service rates, charges, classifications, rules and regulations, service availability policies, and certain service availability charges, and (ii) Sunray's service availability charges set forth on Exhibit A-8, to Sunray's existing customers and certificated service area, effective as of the closing date provided in the Agreement;

(e) Confirm that Sunray's Facilities are (i) a part of United Water Florida's functionally related facilities and land and

(ii) a part of United Water Florida's single utility system whose system transverses county boundaries;

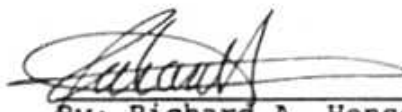
(f) Conduct the proceeding concerning the Application, including the establishment of rates and charges, in a limited proceeding as provided by Section 367.0822, Florida Statutes (1995); and

(g) Recognize the approval of the transfer of the Purchased Assets by canceling the Certificates, amending United Water Florida's certificates, and approving the tariff sheets attached as Exhibits A-9 and A-10.

WHEREFORE, Applicants request that the Commission approve each of the requests made in this Application, and that the Commission conduct its review and disposition of this Application in the form of a limited proceeding, as provided in Section 367.0822, Florida Statutes (1995), with regard to the subject matter contained herein.

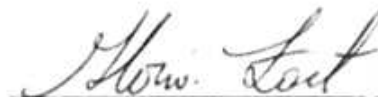
I, Richard A. Hensch, as Vice President-Region II of United Waterworks Inc., do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact constitute a complete statement of the matter to which it relates.

UNITED WATERWORKS INC.


By: Richard A. Hensch
Its Vice President-Region II

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 6th day of February, 1997, by Richard A. Hensch as Vice President-Region II of United Waterworks Inc., on behalf of the corporation. He is personally known to me and did not take an oath.


NOTARY PUBLIC, State of ~~Florida~~ New Jersey
Printed Gloria Tait

My Commission Expires: Jan. 19, 2000

GLORIA TAIT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 19, 2000
ID#: 2173385

I, MUNIPALLI SAMBAMURTHI, as Vice President of United Water Florida Inc., do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact constitute a complete statement of the matter to which it relates.

UNITED WATER FLORIDA INC.


Munipalli Sambamurthi
Vice President

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of February, 1997, by MUNIPALLI SAMBAMURTHI, as Vice President of UNITED WATER FLORIDA INC., on behalf of the corporation. He is personally known to me and did take an oath.



DIANNE W. SMITH
MY COMMISSION # CC448361 EXPIRES
March 26, 1999
BONDED THRU TROY FARM INSURANCE, INC.


NOTARY PUBLIC, State of Florida
Printed Dianne W. Smith

My Commission Expires:

I, William D. Ericksen, as President of Sunray Utilities-Nassau, Inc. ("Sunray"), do solemnly swear or affirm that the facts stated by or on behalf of Sunray in the foregoing application and all exhibits furnished by or on behalf of Sunray and attached thereto are true and correct and that said statements of fact constitute a complete statement of the matter to which it relates.

SUNRAY UTILITIES-NASSAU, INC.

William D. Ericksen

By: William D. Ericksen
Its President

STATE OF FLORIDA)
)
COUNTY OF NASSAU)

13th The foregoing instrument was acknowledged before me this February day of February, 1997, by William D. Ericksen as President of Sunray Utilities-Nassau, Inc., on behalf of the corporation. He is personally known to me and did not take an oath.

James S. Smith

NOTARY PUBLIC, State of Florida

Printed James S. Smith
My Commission Expires March 21, 1998



Additional Information Required
For Transfer of Water and Wastewater Certificates
Pursuant to Section 367.071, Florida Statutes (1995)
and
Rule 25-30.037, Florida Administrative Code

1. The names and addresses of the corporate officers and directors of United Water Florida Inc. ("United Water Florida") are contained in Exhibit A-1 attached hereto and by reference made a part hereof.
2. United Waterworks Inc. ("United Waterworks") owns or controls only one other water and wastewater utility system in Florida. The other utility system is owned by United Water South Gate Inc., a subsidiary of United Waterworks, and is located in Sarasota County, Florida.
3. United Water Florida owns no other public utility systems.
4. A copy of the Agreement of Purchase and Sale dated August 21, 1996, by and between Sunray Utilities-Nassau, Inc. ("Sunray"), and United Waterworks is attached hereto as Exhibit A-2 and by this reference made a part hereof.
5. A copy of the Operations and Management Agreement dated August 21, 1996, by and between United Water Florida and Sunray is attached hereto as Exhibit A-3 and by this reference made a part hereof.
6. A description of the certificated service area of Sunray granted by the Commission is attached hereto as Exhibit A-4 and by this reference made a part hereof.
7. A balance sheet and a statement of income of United Water Florida are attached hereto as Exhibit A-5 and by this reference made a part hereof.
8. A balance sheet and statement of income of United Waterworks are attached hereto as Exhibit A-6 and by this reference made a part hereof.
9. The statement of facts relied upon by Applicants to show that the approval of the contemplated purchase and sale transaction and transfer is in the public interest, including a summary of United Waterworks and United Water Florida's experience in water and wastewater utility operations and a showing of United Waterworks and United Water Florida's financial ability to provide service, is contained in paragraphs 29-52 of the Application and Exhibits A-5 and A-6. United Water Resources Inc., the corporate parent of United Waterworks, and its affiliates have been engaged in owning and operating water systems for over one hundred (100) years. The utility systems

owned and operated by United Water Resources Inc. and its subsidiaries provide water service to over two million individuals in thirteen states. Several of the affiliates, including United Water Florida, also provide wastewater service to many of their customers. United Waterworks and its affiliates have owned and operated several utility facilities in various and diverse locations in Florida over the past twenty-five years. United Water Florida has provided utility service in Northeast Florida for over twenty-five years. United Water Florida would further state that it has been regulated by the Commission since 1974 and that the officers of United Waterworks and United Water Florida possess the experience in the water and wastewater utility industry necessary to maintain in satisfactory condition the water and wastewater utility system being transferred and to provide for the growth in facilities to serve the customers in Sunray's service area.

10. According to the 1995 Annual Report of Sunray, the design capacities of the systems to be transferred are 0.270 MGD and 0.187 MGD for water and wastewater, respectively.
11. An application fee in the amount of \$5,000.00 (\$1,500.00 for transfer of water certificate, \$1,500.00 for transfer of wastewater certificate, \$1,000.00 for limited proceeding for water utility system, and \$1,000.00 for limited proceeding for wastewater utility system) as required by Section 367.145, Florida Statutes (1995), and by Rule 25-30.020, Florida Administrative Code, is submitted with this application.
12. United Waterworks is financing the purchase through its own capital and, will transfer the Purchased Assets to United Water Florida as a contribution to capital.
13. Sunray has provided United Water Florida with copies of all of Sunray's federal income tax returns since 1987.
14. After reasonable investigation, Sunray's system appears to be in satisfactory condition and in compliance with all applicable standards set by the Florida Department of Environmental Protection.
15. The responsibilities for the payment of all outstanding regulatory assessment fees, fines, or refunds owed is set forth in paragraphs 4(c) and 4(d) of the Agreement.
16. Copies of the deeds to the various properties where the utility treatment facilities are located are attached hereto as Exhibit A-7 and by this reference made a part hereof. The deeds indicate that Sunray owns the land upon which the utility treatment facilities are located.

17. A schedule of the service availability charges of Sunray proposed to be continued following the transfer are set forth in Exhibit A-8 attached hereto and by this reference made a part hereof.
18. Tariff sheets to insert Sunray's certificated service area into the certificated service area of United Water Florida and setting forth the service availability charges are attached hereto as Exhibits A-9 and A-10 for the water and wastewater tariffs, respectively, and by this reference made a part hereof.
19. Sunray's original certificates, Certificate Nos. 502-W and 436-S, and United Water Florida's original certificates, Certificate Nos. 236-W and 179-S, have been filed with this Application and copies of such certificates are attached hereto as Exhibits A-11 and A-12.
20. The full name, address, and telephone number of the person with Sunray's books and records for the years prior to 1990 are:

Jacksonville Utilities Management
1300 Riverplace Blvd., Suite 620
Jacksonville, Florida 32207
(904) 399-8802

The full name, address and telephone number of the person with Sunray's books and records for the years since 1989 are:

Sunray Utilities-Nassau, Inc.
501 Centre Street
Fernandina Beach, Florida 32035
(904) 261-2918

21. An exhibit setting forth the methodology of calculating the Net Book Value of the Purchased Assets and the purchase price is attached hereto as Exhibit A-13.
22. An affidavit showing proof of compliance with Section 367.045(1)(a)(e), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be late filed as Exhibit A-14.
23. A list of awards given to United Water Florida during the past twenty (20) years is attached as Exhibit A-15.

LIST OF DIRECTORS AND OFFICERS
UNITED WATER FLORIDA INC.

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
HENSCH, RICHARD A.	200 Old Hook Road Harrington Park, NJ	President and Director
CHARDAVOYNE, DAVID E.	200 Old Hook Road Harrington Park, NJ	Director
TURNER, JOHN J.	200 Old Hook Road Harrington Park, NJ	Treasurer and Director
SAMBAMURTHI, MUNIPALLI	1400 Millcoie Road P.O. Box 8004 Jacksonville, FL	Vice President
SHAKLEY, ALLAN D.	200 Old Hook Road Harrington Park, N.J.	Secretary
HULMES, W.L.	200 Old Hook Road Harrington Park, N.J.	Assistant Secretary

AGREEMENT OF PURCHASE AND SALE

between

SUNRAY UTILITIES-NASSAU, INC.

and

UNITED WATERWORKS INC.

and EXHIBITS A through I

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 27th day of August, 1996, by and between SUNRAY UTILITIES - NASSAU, INC., a Delaware corporation (hereinafter called the "Seller"), and UNITED WATERWORKS INC., a Delaware corporation, or assigns (hereinafter called the "Purchaser").

BACKGROUND

The Seller owns a water treatment and distribution system (hereinafter called the "Water System") and a wastewater collection, treatment and disposal system (hereinafter called the "Wastewater System"). The Water System and Wastewater System are sometimes herein referred to collectively as the "Utility System";

The Utility System operates under Certificates of Authority (hereinafter called the "Certificates") issued by the Florida Public Service Commission (hereinafter called the "Commission"). It serves now and is available to serve in the future certain territory within the boundaries of Nassau County, Florida as defined by the Certificates.

Because of the lower rate structure and extensive and continuing experience of the Purchaser and its affiliates in operating similar utility systems, among other things, the acquisition of the Seller's Utility System by the Purchaser or an affiliate of the Purchaser is believed by the parties to be in the best interest of the Seller, the Purchaser and the affected public. It is also in the best interests of such parties for United Water Florida Inc., an affiliate of the Purchaser (hereinafter called the

"Operator") to operate and manage the Utility System pending regulatory approval.

The Seller is desirous of: (i) retaining the Operator to operate and manage the Utility System pursuant to a separate Operations and Management Agreement (hereinafter called the "Operations and Management Agreement") between the Seller and the Operator from the effective date of the Operations and Management Agreement; and (ii) selling the Purchased Assets to the Purchaser upon the terms and conditions set forth in this Agreement.

The Purchaser is desirous of purchasing the Utility System and immediately after such purchase making a capital contribution of the Utility System to the Operator. The Operator intends for the facilities and land of the Seller to become a part of the Operator's functionally related land and facilities so as to comprise a part of the Operator's single utility system.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, intending to be legally bound hereby, the Seller and the Purchaser hereby agree as follows:

1. COVENANT TO SELL AND PURCHASE AND DESCRIPTION OF PURCHASED ASSETS

The Purchaser hereby offers to buy, and the Seller hereby agrees to sell, the Purchased Assets (hereinafter defined) for the Purchase Price (hereinafter defined) and upon the terms, and subject to the conditions and other provisions hereof.

a. For convenience, the term "Purchased Assets" shall be used to designate all of the assets, business properties and rights both tangible and intangible which the Seller uses in

connection with the operation of the Utility System (but shall not include the "Excluded Assets" described in paragraph 1b. hereof), all of which are being purchased hereunder by the Purchaser and which include, but are not limited to, the following:

(1) The real estate described in Exhibit "A" attached hereto (hereinafter called the "Real Property") and all buildings and improvements owned by the Seller located thereon.

(2) All easements, licenses and rights-of-way and consents owned or used by the Seller for the construction, operation and maintenance of the Utility System.

(3) All water treatment plants, water supply and distribution facilities, wastewater treatment plants, wastewater collection and disposal facilities and other utility plant in service of every kind and description whatsoever, including but not limited to lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, septic tank effluent pumps, valves, meters, meter boxes, hydrants, service connections and all other physical facilities and property installations in use in connection with the Utility System operated by the Seller including, but not limited to, the items of Inventory described in Exhibit "B" attached hereto.

(4) All personal property of the Seller including vehicles, equipment, apparatus, tools, materials, supplies, appliances and construction work in progress.

(5) To the extent transferable by the Seller and subject to such regulatory approvals as may be required, all of the

Seller's certificates, permits, licenses, franchises, easements, and all rights of the Seller to construct, maintain and operate plants and systems for the procuring, treatment, distribution and transmission of water and for the collection, treatment and disposal of wastewater, including sludge and effluent, and every right of every character whatever used or useful in connection therewith; all agencies for the supply of water to the Utility System or others; all water rights, flowage rights and riparian rights, and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to the Seller under the Certificates granted by the Commission whether currently held by the Seller or whether granted to the Seller after the date of execution of this Agreement. Upon Closing, this Agreement shall operate as an assignment of all such rights; provided, however, at the Purchaser's request, the Seller shall execute written assignments of such rights. The parties shall cooperate in applying for and obtaining transfer to the Purchaser of all such rights requiring regulatory approval or notice, provided that all fees and charges payable in connection therewith shall be paid by the Purchaser.

(6) All past and current customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by the Purchaser which are in possession of the Seller or its agents on the Closing Date pertaining to the operation of the Utility System.

(7) Such drawings, including "as built" drawings where available, as are in possession of the Seller or its agents, showing all facilities of the Utility System. Such drawings shall also include any original tracings, sepias or other reproducible material where same is in possession of the Seller.

(8) Cash in an amount equal to (A) connection charges, capacity charges, and other amounts (hereinafter called "Connection Charges"), paid to the Seller prior to Closing for connections not completed at time of Closing and also (B) any funds other than contribution in aid of construction tax impact monies (plus any interest thereon) subject to refund to customers, including developers, or others.

b. Excluded Assets:

(1) Except as provided in paragraph (8) above, cash and bank accounts of the Seller.

(2) Escrow and other Seller provisions sufficient for the payment of federal and state income taxes (including any taxes on contributions in aid of construction). As the Seller remains responsible for filing and satisfying all of its income tax obligations, such escrow or other funds held by the Seller shall remain with the Seller after Closing.

(3) All notes receivable and accounts receivable of the Seller for utility services rendered up to and including the Effective Date of the Operations and Management Agreement, prorated as described therein.

(4) Computer hardware or software (other than hardware normally located on the Real Property) used to run accounting and management information systems owned by an affiliated entity, the use of which is shared in or incidental to the business operations of the Seller and such affiliate.

2. PURCHASE PRICE

The Purchaser agrees to pay as a purchase price (herein called the "Purchase Price") a cash consideration in an amount equal to the Net Book Value (as shown on Exhibit C) of the Purchased Assets at the time of Closing calculated in the manner set forth on Exhibit C, subject to verification of and agreement to the result of the calculation at the time of Closing. The components used to determine the Net Book Value of the Utility System as set forth on Exhibit C shall be calculated in accordance with the National Association of Regulatory Utility Commissioners Uniform System of Accounts.

3. PAYMENT OF PURCHASE PRICE; DEPOSITS

a. Payment. The Purchaser shall pay the Purchase Price to Seller at Closing in cash or in immediately available United States funds. The parties hereto agree that the Purchase Price is neither the highest, nor the lowest, amount that could be justified as a fair value of the Purchased Assets according to the terms and conditions of this Agreement.

b. Deposits. In the event the transfer of the Purchased Assets to the Purchaser has not been approved by an Acceptable Order (as hereafter defined) within nine (9) calendar

months after the date of the filing with the Commission of a Joint Application for the issuance of an Acceptable Order, Purchaser shall deposit with Seller in immediately available United States funds an amount equal to twenty-five percent (25%) of the Net Book Value of the Purchased Assets, calculated in the manner set forth on Exhibit C and on the basis of the financial statements of Seller for the year ending December 31, 1995. Thereafter, unless an Acceptable Order is sooner obtained, deposits in like amounts shall be required on the fourteenth, nineteenth, and twenty-fourth monthly anniversary of the date of such filing of a Joint Application (collectively, the "Deposit"). The aggregate amount of the Deposit shall be credited against the Purchase Price due at Closing, or returned to the Purchaser, if this Agreement is terminated as provided in paragraph 4.b. below, subject to prorations and adjustments as provided herein. In the event the amount of the Deposit exceeds the amount of the Purchase Price calculated at the time of Closing, the excess, together with earnings on the excess, shall be refunded to the Purchaser.

c. Escrow. The Deposit shall be held in escrow by the Seller in a separate segregated account, and may be invested by the Seller as the Seller shall direct. The amount of the Deposit credited to the Purchase Price at Closing, or returned to the Purchaser upon termination, shall be calculated on the basis of the actual amount deposited by the Purchaser regardless of loss or gain resulting from Seller's investment thereof. All earnings on the amount of the Deposit shall be paid to the Seller or the Purchaser.

or apportioned between them, in accordance with the amount of the Deposit that is paid to the Seller or the Purchaser pursuant hereto.

d. Acceptable Order. For purposes of this Agreement, the term "Acceptable Order" shall mean an order issued by the Commission which order is not appealed or for which a reconsideration is not requested within the applicable time periods: (i) approving the transfer of the Purchased Assets to the Purchaser in accordance with the terms of this Agreement; (ii) approving the transfer of the Purchased Assets from the Purchaser to the Operator in accordance with the terms of this Agreement; (iii) amending the Operator's Certificates of Authorization to allow the Operator to operate the Utility System in the territory served by the Utility System as of the date of Closing, which territory shall include, but not be limited to, the territory described on Exhibit D hereto; (iv) approving the Operator charging the Seller's plant capacity charges and guaranteed revenue charges and the Operator's other then current water and wastewater monthly or other periodic rates and charges to the Seller's existing customers commencing on the date of Closing; (v) approving the inclusion of the Net Book Value of the Purchased Assets in the Operator's rate base for transfer purposes; and (vi) not negating, voiding or materially and substantively altering the provisions of the Easement, Option and Purchase Agreement attached hereto as Exhibit "H" or the Exhibits attached to said Exhibit "H".

4. MISCELLANEOUS AGREEMENTS

a. During the period of time between the effective date of the Operations and Management Agreement and the Closing Date, the Operator shall operate the Utility System under the terms of the Operations and Management Agreement to be executed contemporaneously with the execution of this Agreement.

b. In the event that the transaction contemplated herein is not approved by the Commission by an Acceptable Order, or in the event that the transaction is abandoned by the mutual agreement in writing of the parties, this Agreement shall terminate thirty (30) days after: (i) the date that the Purchaser notifies the Seller that an order is not an Acceptable Order; or (ii) the date of such abandonment, as the case may be. At the end of said thirty (30) days, the Seller shall return the Deposit, together with all earnings thereon, to the Purchaser, plus an amount equal to the undepreciated book value of expenditures incurred by the Operator for capital improvements during the Operator's operation of the Utility System pursuant to the Operations and Management Agreement (less the unpaid balance of any obligations incurred for such capital improvements that are assumed by the Seller).

c. The Seller shall remain responsible for and shall pay all regulatory assessment fees, fines, refunds and other amounts required to be paid by any statute, ordinance, rule, regulation, order or determination made by any governmental regulatory agency for any action or event arising out of the operation of the Utility System prior to the effective date of the

Operations and Management Agreement and subsequent to the termination of this Agreement and the return of the operation of the Utility System to the Seller.

d. The Purchaser shall be responsible for and shall pay all regulatory assessment fees, fines, refunds and other amounts required to be paid by any statute, ordinance, rule, regulation, order or determination made by any governmental regulatory agency for any action or event arising out of the operation of the Utility System during the time that Operator is operating the Utility System pursuant to the Operations and Management Agreement and subsequent to the date of Closing.

e. On or prior to August 1, 1996, the Board of Directors and stockholders of the Seller shall have ratified and approved the execution of this Agreement and authorized the sale of the Purchased Assets and copies of the resolutions certified by the Secretary of the Seller evidencing such ratifications and approval shall have been delivered to the Purchaser.

f. On or prior to August 1, 1996, the Board of Directors of the Purchaser shall have ratified and approved the execution of this Agreement and authorized the acquisition of the Purchased Assets and copies of the Resolutions evidencing such ratifications and approval certified by the Secretary of the Purchaser shall have been delivered to the Seller.

g. During the time that the Operator is operating the Utility System pursuant to the Operations and Management Agreement, the Purchaser agrees to assume all risk of damage to any part of

the Purchased Assets. The Purchaser further agrees that no such damage shall constitute a failure of consideration. In the event of damage to the Purchased Assets, the Purchaser shall have the right to receive all insurance proceeds payable with respect thereto and agrees to restore the same to their original condition with no adjustment to the Purchase Price regardless of the cost of such restoration; provided, however, that in the event this Agreement is terminated as provided herein without a conveyance of the Purchased Assets to the Purchaser, the Seller shall upon such termination reimburse the Purchaser for the amount by which the cost of such restoration exceeded the insurance proceeds available therefor, or the Purchaser shall pay over to the Seller the amount by which the insurance proceeds exceeded the cost of such restoration, as the case may be. In the event of a taking of all or substantially all of the Utility System, the Purchaser shall be entitled to (i) terminate this Agreement or (ii) receive all of the proceeds payable by reason thereof, which shall be applied as a payment on account of the Purchase Price, and within thirty (30) days after the receipt thereof by the Purchaser, and the receipt of an Acceptable Order, the Purchaser shall pay the balance of the Purchase Price to the Seller, and the Seller shall convey the remaining portion of the Purchased Assets to the Purchaser as provided herein. In the event of a taking of less than substantially all of the Utility System, the Purchaser shall be entitled to receive all proceeds payable by reason thereof and there shall be no adjustment to the Purchase Price; provided,

however, that in the event this Agreement is terminated as provided herein, the Purchaser shall upon such termination pay over to the Seller the amount of the proceeds from such taking received by the Purchaser.

h. During the time that the Operator is operating the Utility System pursuant to the Operations and Management Agreement, the Purchaser shall secure, maintain, and pay, or cause to be secured, maintained and paid, the premiums for insurance (which may be in the form of blanket coverage including other property owned or operated by the Purchaser or the Operator) covering the Purchased Assets. Such insurance shall be written by sound and reputable insurance companies, in the full insurable value of the Purchased Assets. All policies of insurance shall provide that losses thereunder shall be paid to the parties to this contract as their several interests may appear. All premiums for such insurance shall be paid by the Purchaser when due, and prior to delinquency. The Purchaser shall furnish the Seller with a certificate of insurance evidencing the coverage required by this paragraph.

i. Except as otherwise specifically provided herein, the Purchaser shall assume and agree to pay or discharge all liabilities relating to the operation of the Utility System during the period of the Operator's operation thereof pursuant to the Operations and Management Agreement, and from and after the date of Closing.

5. SELLER'S WARRANTIES

The Seller hereby represents and warrants, and shall represent and warrant at Closing, as follows:

a. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full corporate power to carry on its business as now being conducted, to enter into the transactions contemplated by this Agreement, and to carry out the provisions hereof.

b. (i) No provisions of the Articles of Incorporation or Bylaws of the Seller, or of any agreement, including, without limitation, lease, license, franchise or permit, to which the Seller is a party or by which it is bound or is affected, has been or will be violated by the execution and delivery of this Agreement, the performance or satisfaction of any agreement or condition herein contained or provided for upon the part of the Seller to be performed or satisfied, and (ii) all requisite authorizations required by any instruments or agreements existing immediately prior to the Closing for such execution, delivery, performance, satisfaction and consummation by the Seller have been duly obtained.

c. All corporate actions required to be taken by the Seller in authorizing this Agreement and the transactions contemplated hereby have been taken or will be taken by the Closing.

d. This Agreement and all documents executed in connection herewith or pursuant hereto on behalf of the Seller will

be duly authorized, validly executed and delivered and will be binding upon the Seller in accordance with their terms.

e. From and after the date of the execution of this Agreement, the Seller will not, without the prior written consent of the Purchaser, dispose of or encumber any of the Purchased Assets, with the exception of any transactions occurring in the ordinary course of the Seller's business.

f. The Seller will permit full examination by the Purchaser's authorized representatives of all existing contractual obligations, physical systems, assets, real estate, rights-of-way, easements, and inventories utilized by the Seller in the ordinary course of business by the Seller.

g. The Seller will do nothing to cause or allow any material depletion of the Purchased Assets nor any material change in the condition of the Purchased Assets, from and after the date of the execution hereof, and shall do nothing to impede the Operator from being able, under the Operations and Management Agreement, to properly maintain such facilities within the custom and usage of the industry up until the date of Closing.

h. The Seller will reasonably cooperate by providing the Operator with reasonable access to records and facilities to assist in the acquainting of the Operator's operating and administrative personnel in the operation of the Seller pursuant to the Operations and Management Agreement.

i. The information provided to the Purchaser by the Seller as provided herein is true and correct to the best of the Seller's knowledge.

j. Except to the extent that the Purchased Assets are in the possession of the Purchaser or the Operator pursuant to the Operations and Management Agreement, or are located on property which is not owned by the Seller, the Seller is in sole and exclusive possession of the Purchased Assets and the Seller is delivering sole and exclusive possession of the Purchased Assets to the Purchaser.

k. Except for Permitted Encumbrances provided for below and the requisite authorizations and consents of the applicable governmental authorities with respect to the sale and transfer of all licenses and permits to own and operate the Utility System, the Seller is the owner of the Purchased Assets.

l. Except for the Permitted Encumbrances set forth below, there are no liens, claims or encumbrances of whatever type or nature upon or against the Purchased Assets, including but not limited to, financing statements or security instruments filed under the Uniform Commercial Code within the county where the Purchased Assets are located or with the Secretary of State.

m. As of the date of this Agreement, regulations applicable to the Real Property do not prohibit the existing operation of the Utility System thereon, and the Utility system is being operated in accordance with applicable permits. This representation of the Seller shall not survive the Closing. If

prior to Closing, the Purchaser determines that, as a result of the act or omission of the Seller, the operation of the Utility System is: (i) prohibited by zoning regulations applicable to the Real Property; or (ii) not in accordance with applicable permits, the Purchaser shall have the right to terminate this Agreement and to receive a refund of the Deposit, whereupon neither party shall have any further rights or obligations hereunder.

n. All water and wastewater lines and all other water and wastewater service facilities are located on the Real Property, in dedicated public rights-of-way or utility easements set forth in recorded plats, or in easements created by express grant which easements or the Seller's rights therein shall be conveyed to the Purchaser at Closing. Copies of all plats and easements shall be delivered to the Purchaser by the Seller prior to the Closing or at Closing.

o. Except as disclosed to the Purchaser in writing at or prior to the date of the Closing, the Seller has no knowledge and has not been notified of the existence of any violation of any statutes, ordinances, governmental rules, regulations, permits, conditions, or other governmental requirements of any type or nature including, but not limited to, those of the U.S. Environmental Protection Agency, Florida Department of Environmental Protection, Nassau County Commission, St. Johns River Water Management District and the Commission applicable to the ownership, maintenance, construction or operation of the Utility

System, nor of any conditions which by reason of the passing of time or the giving of notice would constitute such a violation.

p. There exists no employment contract under which the Seller is the employer which cannot be canceled with thirty (30) days' notice or less, and without the payment of any consideration for such cancellation.

q. The Purchased Assets include all assets that are required in order to enable the Purchaser to operate the Utility System, and will be transferred by the Seller to the Purchaser.

r. The Seller shall perform all of the conditions to Closing which should be performed by the Seller prior to the Closing as provided herein.

s. There are no legal proceedings or governmental investigations pending before any court, governmental body, or any other duly constituted tribunal, or, to the best of the Seller's knowledge, threatened or in prospect, against or relating to the Seller or its business or properties, the results of which, if adversely determined, could materially adversely affect the financial condition, assets or conduct of the business of the Seller, or against or relating to the transactions contemplated by this Agreement.

6. PURCHASER'S WARRANTIES

The Purchaser hereby represents and warrants, and shall represent and warrant at Closing, as follows:

a. The Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State

of Delaware, and has full corporate power to carry on its business as now being conducted, to enter into the transactions contemplated by this Agreement, and to carry out the provisions hereof.

b. (i) No provision of the Articles of Incorporation or Bylaws of the Purchaser, or of any agreement, including, without limitation, lease, license, franchise or permit, to which the Purchaser is a party or by which it is bound or is affected, has been or will be violated by the execution and delivery of this Agreement, the performance or satisfaction of any agreement or condition herein contained or provided for upon the part of the Purchaser to be performed or satisfied, and (ii) all requisite authorizations required by any instruments or agreements existing immediately prior to the Closing for such execution, delivery, performance, satisfaction and consummation by the Purchaser have been duly obtained.

c. All corporate actions required to be taken by the Purchaser in authorizing this Agreement and the transactions contemplated hereby have been taken or will be taken by the Closing.

d. This Agreement and all documents executed in connection herewith or pursuant hereto on behalf of the Purchaser will be duly authorized, validly executed and delivered and will be binding upon the Purchaser in accordance with their terms prior to the Closing.

e. The Operator is currently licensed to operate or construct water and wastewater systems similar to the Utility

System in the State of Florida, and the Purchaser has not been notified of the existence of any violation of any governmental rules, regulations, permits, conditions, or other governmental requirements of any type or nature applicable to the ownership, maintenance, construction or operation of such licenses or permits currently held by the Purchaser or the Operator which have not been corrected or to which a proper response has not been made, nor of any conditions which by reason of the passing of time or the giving of notice would constitute such a violation.

f. The Purchaser agrees to diligently and in good faith pursue the transfer to the Purchaser of all permits and rights which require regulatory approval as contemplated by paragraph 1.a(5) above.

g. There are no legal proceedings or governmental investigations pending before any court, governmental body, or any other duly constituted tribunal, or, to the best of the Purchaser's knowledge, threatened or in prospect, against or relating to the Purchaser or its business or properties, the results of which, if adversely determined, could materially and adversely affect the financial condition, assets or conduct of the business of the Purchaser, or against or relating to the transactions contemplated by this Agreement.

h. The Purchaser has the ability to pay the Purchase Price as provided herein.

7. ENVIRONMENTAL ACCOUNTABILITY

a. This transaction is a commercial transaction by and between knowledgeable parties in the same industry for the purchase and sale of Real Property which has been previously used by the Seller as private wastewater and water utility plants and systems. The Real Property has been valued by and through negotiations, and is sold and purchased by and between the parties for and as a commercial purpose. The Seller represents that the wastewater and water systems at or upon the Real Property were built by it in 1988, upon a tract of land which the Seller knows to have been used by its affiliated predecessors in title as commercial pine plantation timberland from 1938 until the Real Property was conveyed to Seller.

b. For purposes of this Agreement, "Risk Substances" consist of "hazardous wastes," "hazardous substances," "hazardous materials," "oil" and "petroleum products" each of which shall have the meanings set forth in the Federal Resource Conservation and Recovery Act (RCRA, 42 U.S.C. 6901 et. seq., together with all amendments and re-enactments thereto), the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA/Superfund/SARA, 42 U.S.C., 9601, et seq., together with all amendments and re-enactments thereto), the Federal Hazardous Materials Transportation Act, the Federal Clean Water Act, and corresponding state and local laws and ordinances, as such acts, laws, or ordinances are currently in effect. The term "hazardous waste" shall include, without limiting the generality of the

foregoing, polychlorinated biphenyls ("PCBs"), chemicals covered by one or more provisions of the Emergency Planning and Community Right-to-Know Act of 1986, (42 U.S.C. §§11001-11050, and its implementing regulations,) and substances or materials which would constitute the basis for the necessity of taking remedial or protective action if required to comply with any of the foregoing acts, laws or ordinances. To the best of the Seller's knowledge, there is no asbestos incorporated into utility plants and structures on, in, or under the Real Property; and in any event, there is no asbestos located on the Real Property with respect to which removal, encapsulation, or other preventative action is required by law, rule, or regulation.

c. The Seller has no knowledge of and the Seller's records do not disclose any ground water, surface water, or soil contamination of the Real Property caused by any Risk Substance which was released or which migrated from the Real Property which would or could necessitate taking remedial or protective action. There are no enforcement actions or, to the knowledge of the Seller, any investigations pending by any federal, state, or local governmental agency or any pending claims or complaints by any private third parties regarding spills, leaks, or losses of Risk Substances on the Real Property. The Seller has no knowledge of and the Seller's records do not disclose that any risk Substances are being generated, used, stored, treated, or currently being, or have been, spilled, released, discharged, disposed of, placed, or otherwise caused to become located in, on, under, or upon any of

the Real Property or the structures thereon, except for such Risk Substances as are presently, and as of the Closing Date will be, lawfully and safely present on the Real Property.

d. The records of the Seller do not reflect and the Seller has no knowledge of the use on the Real Property of any Risk Substance other than those treatment chemicals normally associated with the operation of wastewater and water utility systems, including also the oils, gasoline, diesel fuel, grease, solvents and/or detergents as might be used ancillary to operation of mechanical equipment, including motor vehicles, at, upon or across the Real Property in connection with construction and its normal use. The records of the Seller do not reflect and the Seller has no knowledge of any past or present use by consent or by trespass of the Real Property for disposal of Risk Substances. The records of the Seller do not reflect and the Seller has no knowledge of any claim or notice of violation of any Federal, State or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the Real Property of any Risk Substances. To the best of Seller's knowledge, there are not now nor have there been underground storage tanks used for the storage of Risk Substances on the Real Property.

e. The Purchaser has the opportunity to examine the Real Property from the inception of negotiations through closing. Within one hundred twenty (120) days of the Effective Date of the Operations and Management Agreement, the Purchaser shall complete a Phase I site investigation to determine the presence of Risk

Substances in or under the Real Property. It is the Purchaser's responsibility to have the site investigation completed within the required time frame, and if the site investigation is delayed or incomplete, the Purchaser and the Operator shall be deemed to have elected to accept the Real Property in its condition existing on the Effective Date. If the Purchaser's site investigation reveals Risk Substances which would mandate remediation under U.S. Environmental Protection Agency or Florida Department of Environmental Protection laws or regulations, or the presence of Risk Substances not naturally occurring in ambient sampling, even if not requiring remediation, the Purchaser and the Operator as their exclusive remedy shall provide immediate notice thereof to the Seller, and upon tender and assignment of the Purchaser's site investigation report, including an assignment of the contract by which the report was undertaken, and all engineering, testing and support data, the Purchaser and the Operator shall have the right to unilaterally cancel this Agreement and the Operations and Management Agreement at the same time abandoning any legal or equitable rights in the land to the Seller and returning to the Seller any title evidence, surveys or other similar documents received from the Seller and the Purchaser's copy of this Agreement, whereupon all rights and liabilities of the parties hereunder and under the Operations and Management Agreement shall cease. If the site investigation reveals (a) no contamination, or (b) only trace constituents of naturally occurring Risk Substances not mandating remediation, then this Agreement shall proceed to

closing, and at closing the Property shall be conveyed from the Seller to the Purchaser.

f. The Purchaser and the Operator covenant with the Seller that in the event any Risk Substance is discovered on the Real Property after the Effective Date, neither the Purchaser nor the Operator shall bring suit against the Seller or seek other legal recourse against the Seller, or make any claim, crossclaim or counterclaim against the Seller as a result thereof, unless the Purchaser or the Operator reasonably believes that such contamination was placed on the Real Property by the negligent or intentional act of the Seller after the Effective Date, or is attributable to a violation of the Seller's permits governing the operation of its water and wastewater utility systems occurring prior to the Effective Date. The Purchaser and the Operator, on the one hand, and the Seller, on the other hand, are not hereby and shall not be required to indemnify or hold harmless one another for any judgments, damages, punitive damages, penalties, fines, costs, liabilities, sums paid in settlement of claims, interest, losses, attorneys' fees, (including any fees and expenses incurred in enforcing this indemnity), consultant fees and expert fees (hereinafter called "Damages") that arise directly or indirectly from or in connection with any environmental remediation or cost recovery action brought against the Seller, the Purchaser and the Operator (or any combination of such parties) by any federal, state, municipal or local governmental body or agency. The Seller shall indemnify and hold the Purchaser and the Operator harmless

from and against all Damages arising out of claims of third parties (other than remediation actions by governmental bodies or agencies, as noted previously) resulting from contamination of or by the Real Property, not disclosed in the site investigation report, and proven to have occurred prior to the Effective Date. The Purchaser and the Operator shall indemnify and hold the Seller harmless from and against all Damages arising out of claims of third parties (other than remediation actions by governmental bodies or agencies, as noted previously) resulting from contamination of or by the Real Property which occurs after the Effective Date, unless such Damages arise from contamination placed on the Real Property by the negligent or intentional act of the Seller after the Effective Date, or such Damages arise out of a violation of the Seller's permits governing the operation of its water and wastewater utility systems preceding the Effective Date.

g. Notwithstanding the other provisions of this paragraph 7, the Seller, the Purchaser and the Operator acknowledge that a sulfite mill waste water treatment solids disposal area (the "Disposal Site") is adjacent to and to the north of that portion of the Real Property described on Exhibit "E" (the "Primary Utility Site". The rights, liabilities and remedies of the respective owners of the Disposal Site and Primary Utility Site are set forth in the Easement, Option and Purchase Agreement attached hereto as Exhibit "F".

h. This paragraph 7 sets forth the exclusive rights, duties, liabilities and obligations of the parties to this

Agreement with respect to the matters set forth in this paragraph. The provisions of the Indemnification and Hold Harmless Agreement executed by the Seller, the Purchaser and the Operator simultaneously with the execution of this Agreement are not intended to affect and shall not affect the rights, duties, liabilities or obligations of the Seller, the Purchaser or the Operator with respect to such matters.

8. PERMITTED ENCUMBRANCES

a. The Permitted Encumbrances shall not be deemed or construed to render the Seller's title to the Real Property unmarketable, and the Purchaser shall not have the right to refuse to close by reason thereof, and the Purchase Price for the Purchased Assets shall not in any respect be reduced by reason thereof. The Purchaser shall notify the Seller in writing no later than 60 days after receipt of the title insurance commitments pursuant to paragraph 12 hereof, of any alleged defect in the Seller's title to the Real Property (other than those excepted herein and the Permitted Encumbrances), such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in the Seller's title to the Real Property (other than the Permitted Encumbrances) which, in the reasonable opinion of the Purchaser's counsel, render or may render the Seller's title to the Real Property unmarketable and/or uninsurable. Any objections to title to the extent not shown on the notice furnished the Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by

the Purchaser for all purposes hereof and the Purchaser shall not be entitled to any damages or other remedies. The Seller shall be entitled to ninety (90) days time to eliminate any of the objections to title set forth in the Purchaser's notice. The Seller is not, however, under any obligation to remove any objection to title, and is not under any obligation to bring any action or proceeding in order to make title to the Real Property marketable. In the event the Seller shall be unable to deliver title herein required, then the Purchaser shall have only the following rights: (a) to accept whatever title the Seller is able to convey without any abatement of the Purchase Price, or (b) to reject title. The Purchaser shall not be entitled to any other rights or remedies. If the Purchaser shall reasonably reject title under (b), neither party shall have any further liability whatsoever hereunder, and in such event the Seller shall pay all costs of the title insurance commitments. The Purchaser shall not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter, provided (a) the same may be satisfied with the payment of money and the Seller, at its option, elects to do so by paying same at or prior to Closing; or (b) any mechanic's lien or other encumbrance which can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property of such mechanic's liens or other encumbrances, by the Seller at or before Closing, and the Seller elects to do so prior to Closing; or (c) the title insurance company issuing the title insurance commitments

referred to above is willing to affirmatively insure against such matter and is willing to insure against the enforcement thereof against the Real Property.

b. As used above, "Permitted Encumbrances" means and includes the following:

(1) All present and future building restrictions, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof as represented herein; provided, however, that such restrictions, regulations, laws, ordinances, resolutions and orders shall not as of the Closing Date materially impair the existing or reasonably anticipated future operation of the Utility System.

(2) Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds," none of which however shall materially impair or restrict the use of the Property for the operation of the Utility System.

(3) All of the matters shown as Permitted Encumbrances on Exhibit "G" attached hereto and such other matters as are permitted under the terms of this Agreement.

9. CONDITIONS PRECEDENT TO CLOSING

The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, on the Closing Date:

a. No action for injunctive relief shall have been filed against either party which prevents or if granted would prevent the sale and acquisition of the Purchased Assets as contemplated hereby.

b. Each party shall have performed all the undertakings required to be performed by it under the terms hereof prior to or at Closing, unless previously waived by the other party.

c. The Purchaser and the Seller shall have executed the Indemnification and Hold Harmless Agreement in substantially the form attached hereto as Exhibit "H".

d. All warranties and representations herein of both parties shall be true as of the Closing Date, unless waived by the other party.

e. An Acceptable Order of the Commission shall have been obtained.

f. All certificates, permits, licenses, franchises and other rights required for the operation of the Utility System shall have been transferred or shall, in the reasonable opinion of the Seller and the Purchaser, be transferable from the Seller to the Purchaser.

10. REGULATORY MATTERS

a. The Purchaser, with the cooperation of the Seller,

shall be responsible for securing an Acceptable Order of the Commission pursuant to the requirements of Section 367.071, Fla. Stat. However, the application for the approval of such transfer shall be entitled "Joint Application," as is customary in the practice, and the Purchaser and the Seller shall execute same. Such Joint Application shall be filed as soon as practical after the execution hereof, and the Seller agrees to use its best efforts to cooperate with the Purchaser, as reasonably suggested by the Purchaser, and the Purchaser agrees to use its best efforts, to obtain approval of the Joint Application.

b. It is the intention of the Purchaser to put into effect for the Utility System the rates and charges which are in effect for the Operator's customers in Duval, St. Johns and Nassau Counties except that the Purchaser intends to leave in effect the Seller's plant capacity charges and guaranteed revenue provisions.

11. DUE DILIGENCE REVIEW

During the period from the date of this Agreement and continuing for sixty (60) days thereafter (hereinafter called the "Due Diligence Period"), the Purchaser may, at its own expense, conduct a due diligence investigation of the Purchased Assets and the utility business of the Seller. The Seller shall allow the Purchaser, and any consultants and advisers of the Purchaser to have reasonable access, during normal business hours, to the Purchased Assets, physical systems, real estate, rights-of-way, easements, inventories, properties, offices, facilities, contractual obligations, financial data, operating data and all

financial, accounting, engineering and other books and records of the Seller related to the utility business and its financial and legal condition, as the Purchaser deems necessary or advisable. The Purchaser at its expense may make such copies or extracts of the Seller's documents and records related to the utility business as the Purchaser may desire, including without limitation, customer records as required by the Purchaser. The Seller shall cause the officers and employees of the Seller to cooperate with and assist the Purchaser in performing its due diligence as contemplated hereby to the extent consistent with the performance during normal business hours of their duties and responsibilities for the Seller. The Purchaser shall cause its employees, agents, other consultants and advisors to conduct such review of the Seller in such a manner as to minimize the interference resulting from the conduct of such review with the daily operations of the Seller. If the purchase and sale transaction is not consummated, each party shall, upon the request of the other party, either return or destroy promptly all confidential information of the other party that may be in its possession, provided that one copy may be retained by counsel of each party solely for record purposes. Each party will promptly provide to the other party a certificate signed by an officer of such party confirming that all such materials have been returned or destroyed.

12. CLOSING DATE AND CLOSING

a. Provided the conditions to be performed prior to Closing have been performed, this transaction shall be closed

(herein called the "Closing") within thirty (30) days after the issuance of an Acceptable Order and the expiration of all times for rehearing and appeal of such Order without any rehearing or appeal having been requested or taken as provided herein, unless the parties mutually agree in writing to alter such period.

b. At Closing:

(1) The Seller shall deliver to the Purchaser a special warranty deed conveying the Real Property to the Purchaser. All documentary stamps on the deed of conveyance of the Real Property included in the Purchased Assets shall be paid by the Seller. The amount of the documentary stamps on the deed shall be based on the value of the real property assigned by the Commission to the real property of the Utility System in connection with the Commission's determination of the rate base of the Utility System for purposes of transfer pursuant to Section 3d. hereof.

(2) Ad valorem taxes on the Purchased Assets for the year of Closing, shall be prorated as of the Closing Date.

(3) Credit shall be given to the Purchaser for the Deposit and same shall offset against the amount of the Purchase Price payable at Closing.

(4) Except as provided herein or in the Operations and Management Agreement, all taxes and assessments accrued or owed by the Seller and unpaid as of the effective date of the Operations and Management Agreement, and all ad valorem taxes unpaid as of the date of Closing shall be and remain the obligation of the Seller. All taxes and assessments imposed or attempted to be imposed upon

the Utility System for the period during which the Operator is operating the Utility System pursuant to the Operations and Management Agreement, and all ad valorem taxes accruing after the date of Closing, shall be the obligation of the Purchaser.

(5) Except as provided in this Agreement, sums held or collected by the Seller for Connection Charges, advances for construction, or meter installation fees where such construction or installation has been completed, and working capital allowances shall remain the Seller's sole and separate property with no claim of the Purchaser therefore.

(6) All transfers required or necessary hereunder shall take place at Closing, unless extended by mutual consent.

(7) Each party shall be responsible for its own respective closing costs.

(8) Each of the respective parties hereto shall pay the fees of its own attorneys, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement and any documents associated with the closing of the sale and purchase transaction contemplated herein.

(9) All bills for services rendered in connection with the additions, improvements or betterments of the Utility System prior to the effective date of the Operations and Management Agreement shall be paid by the Seller.

(10) Contemporaneously with the execution of this Agreement, or as soon as practical but in no event later than

ninety (90) days following the execution of this Agreement, the Seller will provide to the Purchaser, the following:

(a) For the Seller, the balance sheet as of December 31, 1995, and an income statement for the period from January 1, 1996, through June 30, 1996.

(b) A schedule and copies of all other agreements entered into between the Seller and other parties which would or might be considered to be an encumbrance upon the Purchased Assets.

(c) A legal description of all of the Real Property. In addition, a legal description of all parcels in the service area of the Utility System owned by the Seller.

(d) Existing surveys of all the Real Property. At the Purchaser's request made within ninety (90) days after the date hereof, the Seller shall furnish to the Purchaser within ninety (90) days prior to the Closing Date updated surveys of the Real Property owned by the Seller prepared by a Florida licensed surveyor in accordance with the minimum detailed standards adopted by the Florida Society of Professional Land Surveyors in accordance with Florida Statutes 472.027. Said survey(s) shall set forth the area contained in such parcel of property, together with all existing easements, alleys, streets and roads thereon; show any encroachments or any protrusions from the property; show all existing improvements constructed thereon and distances to boundary lines; show ingress and egress to the property either over dedicated public streets or over recorded easements benefitting the

property providing access to the property; and state the flood zone of the property determined by the Department of Housing and Urban Development under the Federal Flood Protection Act, as amended. The Seller shall pay the cost of the surveys prior to or at the Closing.

(e) A description of all private easements and rights-of-way owned or used by the Seller for the construction, operation and maintenance of the Utility System.

(f) Inventory of all equipment, vehicles, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and other personal property located on or in connection with the property that is being acquired by the Purchaser pursuant to this Agreement, together with a schedule showing the nature of the ownership or use rights thereof of the Seller. With respect to this personal property, the Seller represents that same will not be depleted prior to the Closing except in the normal and ordinary course of the operation of the Utility System by the Seller and replacements and additions thereto will be acquired by the Seller prior to Closing in the normal and ordinary course of the operation of the Utility System by the Seller.

(g) Copies of current or active permits, applications or other documents required for the operation of the Utility System, together with effective dates and expiration dates (if any) demonstrating approval of the facilities of the Utility System by all applicable governmental authorities, including, but

not limited to: (i) Florida Department of Environmental Protection, (ii) St. Johns River Water Management District, (iii) Nassau County, and (iv) the Commission.

(h) A list of customer deposits by name and account number, setting forth the amount of each individual deposit and the aggregate total thereof. This item shall be furnished by the Seller at or prior to the execution of this Agreement.

(i) Plans and Specifications of any water distribution mains, wastewater collection lines, lift stations and any other facility designed or under construction as of the date of this Agreement, if any. This information will be amended at Closing to add such facilities the construction of which has commenced after the date of this Agreement.

(j) A schedule of all existing warranties by third parties respecting completed or in progress construction.

(k) The form of deed contemplated herein, to be executed and delivered by the Seller to the Purchaser at time of Closing.

(l) The form of bill of sale contemplated herein, to be executed and delivered by the Seller to the Purchaser at time of Closing.

13. TITLE INSURANCE

Good and insurable title to the Real Property shall be conveyed free and clear of all liens, claims and encumbrances, except for Permitted Encumbrances. As soon as practicable after the execution of this Agreement, the Seller shall deliver to the

Purchaser a title insurance commitment covering the Real Property reflecting the Seller's title to such Real Property to be good, marketable and insurable. Where access to any parcel of the Real Property is not provided by a dedicated public right-of-way, the title commitment shall insure to the Purchaser a private easement of ingress and egress providing access to such property. At Closing the Seller shall deliver to the Purchaser an owner's title insurance binder covering the Real Property in the amount of that portion of the Purchase Price allocable to the Real Property (and private easements giving the Purchaser the right of ingress and egress to each parcel of the Real Property to which access is not provided by a dedicated public right-of-way) as set forth in paragraph 12b(1) above from a reputable title insurance company acceptable to the Purchaser, showing the title to be free and clear of all liens and encumbrances except for matters appearing on the survey and the Permitted Encumbrances. The Seller will execute at or prior to Closing in favor of the title insurance company a mechanic's lien affidavit and "Gap" Affidavits sufficient to allow such title insurance company to delete all standard exceptions other than matters appearing on the survey. Title to the Real Property will be conveyed to the Purchaser at Closing by special warranty deed and title to the personal property to be conveyed will be conveyed by Bill of Sale containing general warranties of title. After closing instruments have been recorded in the public records, the Seller shall provide the owner's title insurance policy issued on the binder and shall have the applicable

underlying abstract covering the real property delivered to the Purchaser. The entire cost of the title policy premium shall be borne by the Seller.

14. SELLER AND PURCHASER COOPERATION

The Seller will permit full examination by the Purchaser's authorized representatives of all existing financial and accounting books and records of the Seller, contractual obligations, physical systems, assets, real estate, rights-of-way, easements, inventories and all of the records utilized or prepared by the Seller in the course of conducting the business of the Utility System. The Seller will also reasonably cooperate by opening records, providing access to records and facilities and assisting the Operator's operating and administrative personnel with the examination of the operation of the Seller. In the event that the purchase and sale transaction is not consummated as contemplated in this Agreement and the Operator is in possession of the Utility System pursuant to the Operations and Management Agreement, the Operator shall permit full examination by the Seller's authorized representative of all existing financial and accounting books and records relating to the Utility System, contractual obligations, physical systems, assets, real estate, rights-of-way, easements, inventories and all other records utilized or prepared by the Operator in the course of conducting the business of the Utility System in connection with the return of the possession of the Utility System to the Seller.

15. SELLER'S OR PURCHASER'S DEFAULT

If the sale of the Purchased Assets is not consummated by

reason of any breach or default hereof, then the nondefaulting party may pursue any remedy at law or in equity available including the remedy of specific performance to compel the defaulting party to act or perform in accordance with any of the requirements of this Agreement.

16. UTILITY SERVICE AGREEMENTS

The Purchaser acknowledges that the Seller has entered into certain utility service agreements (hereinafter called the "Developer Agreements") for the provision of water and wastewater services as described in the List of Service Agreements attached hereto as Exhibit "I", copies of which have been provided to the Purchaser. On the Effective Date, as defined in the Operations and Management Agreement, the Seller shall provide the Operator with a Schedule of Developer Agreements as of the Effective Date. The Schedule of Developer Agreements shall include the following: development name, date of agreement, developer's name, identification of current assignee of developer's rights if other than developer, number of water equivalent residential connections ("ERCs") reserved, number of water ERCs connected, number of water ERCs for which developer has paid connection fees but which have not been connected, number of wastewater ERCs reserved, number of wastewater ERCs connected, number of wastewater ERCs for which developer has paid connection fees but which have not been connected, and the amounts and descriptions of other payments which have been made by developer. The Purchaser agrees to assume the Seller's obligations pursuant to the Developer Agreements at

Closing and to indemnify and hold the Seller harmless from any claims, losses or expenses resulting from the assumption of such obligations by the Purchaser. Purchaser shall not assume the Seller's obligations pursuant to any Developer Agreements other than the Developer Agreements described within this paragraph. This provision shall survive Closing and be a continuing obligation of the Purchaser.

17. DISPUTE RESOLUTION

a. The parties desire to settle future disputes which may arise between them with respect to the transactions contemplated by this Agreement without litigation, and agree to engage in good faith negotiations to resolve any dispute which may arise. In the event the parties are unable to resolve a dispute by negotiation, the dispute shall be submitted to arbitration in Jacksonville, Florida, in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes (1995), as it exists at the time of the submission of the dispute to arbitration. The award rendered by the arbitrators appointed in accordance with the terms of this paragraph shall be binding upon the parties and judgment on the award may be entered in any court having jurisdiction thereof.

b. Each dispute shall be referred to three arbitrators, one to be appointed by the Purchaser/Operator, one to be appointed by the Seller, and the third to be appointed by the two arbitrators appointed by the parties. If the two arbitrators so appointed fail to agree upon a third arbitrator within ten (10) days after the appointment of the second arbitrator, then, upon notice to the

other party or parties, any party may make an application to the court of competent jurisdiction in Jacksonville, Florida, for the appointment of a third arbitrator, and such appointment shall be binding on all parties to the dispute.

c. Written notice of a demand for arbitration by any party shall be served on the other party or parties, naming the arbitrator selected by the party demanding arbitration and specifying in detail the nature of the dispute (the "Arbitration Notice"). If the other party shall refuse or neglect to notify the party demanding arbitration of the appointment of an arbitrator within 20 days after receipt of the Arbitration Notice, the arbitrator appointed by the first party shall proceed to arbitrate and determine the matters of disagreement. The award of any two (2) arbitrators, or the single arbitrator, as the case may be, in writing signed by the arbitrator or arbitrators shall be final, provided that such award shall be made within 120 days after the date of the Arbitration Notice. If the single arbitrator or a majority of the three (3) arbitrators so appointed fail to reach a decision as to a resolution of the dispute within 120 days after the date of the Arbitration Notice, any party to the dispute, upon notice to the other party or parties to the dispute, may apply to the court of competent jurisdiction in Jacksonville, Florida, for the appointment of an umpire who shall decide upon a resolution of the dispute based upon the record of the arbitration. The decision of the umpire, or a majority of the arbitrators, as the case may be, in writing under oath as to the resolution of the dispute shall

be final and binding upon the parties. Should an arbitrator or umpire die, or refuse to act, or become incapable, incompetent or unfit to act before hearings have been completed and before an award has been rendered, a successor may be appointed by the party (in the case of an arbitrator) or court (in the case of an umpire) who originally made the appointment.

d. The parties to the dispute may agree to modify the periods of time set forth in this Arbitration provision by an agreement in writing signed by all parties to the dispute. All demands and notices required by this Arbitration provision shall be served in accordance with paragraph 18.f. below.

e. It is expressly understood and agreed that the arbitrators who are appointed in accordance with this Agreement shall not have the authority or power to directly or indirectly alter, amend or modify any of the terms and conditions hereof or of any document or instrument contemplated hereby in any form or manner, or to award the remedy of specific performance.

18. OTHER MISCELLANEOUS PROVISIONS

a. The parties hereto recognize and agree that time is of the essence in this Agreement.

b. This Agreement is being executed simultaneously with the Operations and Management Agreement between the Seller and the Operator. These Agreements and agreements referenced herein and therein contain the entire agreement and understandings between the parties to these Agreements and there are no other agreements or understandings, oral or written, with reference to the subject

matter hereof that are not either referenced or merged herein and superseded hereby. No alteration, change or modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties to the agreement being modified. This Agreement, regardless of where executed, shall be governed and construed according to the laws of the State of Florida. This Agreement may be executed in each of several counterparts, each of which shall be considered an original.

c. The parties hereto agree to execute any and all further instruments and documents and to take all such action as reasonably may be required by either party to perfect the grant, conveyance, assignment or transfer of an asset or effectuate the terms and provisions of this Agreement.

d. Neither the Purchaser nor the Seller may transfer or assign this Agreement or the respective duties or obligations hereunder without obtaining the prior written consent of the other, except that the Purchaser may assign this Agreement to a wholly-owned subsidiary of the Purchaser without the Seller's consent. Neither this Agreement nor any memorandum hereof shall be recorded.

e. The Purchaser and the Seller represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of this transaction contemplated by this Agreement, and, insofar as it knows, no broker, salesman or other person is entitled to any authority or fee with respect to such transaction. Further, each party shall indemnify the other against any claim or loss incurred or suffered

as a result of any broker's or salesman's authority or finders fee alleged to be payable because of any statements, act or omissions of the indemnifying party.

f. All notices hereunder shall be in writing and shall be deemed to have been delivered, unless otherwise provided herein, to the respective party if hand delivered (with written acknowledgment or receipt) or when mailed registered or certified mail, postage prepaid, to such party at the addresses set forth below or such other address as either party may designate to the other in writing:

If to the Seller:

Rayonier, Inc.
Attn: Mr. William D. Ericksen
P.O. Box 728
Fernandina Beach, FL 32035-0728

If to the Purchaser:

United Waterworks Inc.
200 Old Hook Road
Harrington Park, NJ 07640
Attn: Mr. Richard A. Hensch

with a copy to:

United Water Florida Inc.
1400 Millcoie Road
Jacksonville, FL 32225
Attn: Mr. Philip Heil

g. All salaries of employees of Seller to the effective date of the Operations and Management Agreement and all obligations of the Seller as of the effective date of the Operations and Management Agreement to said employees for accrued vacation pay or

severance or for sick term benefits pay shall be paid by the Seller.

h. The headings used are for convenience only, and the parties herein agree that they shall be disregarded in the construction of this Agreement.

i. It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

j. In the event of any arbitration or litigation arising out of this Agreement or any document executed in connection herewith or pursuant hereto, each party shall bear its own costs of such litigation, including reasonable attorneys' fees and expenses, whether incurred at or before trial or on appeal.

k. This Agreement shall be binding upon and inure to the benefit of the Purchaser, the Seller, and their respective successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Signed, sealed and delivered
in the presence of:

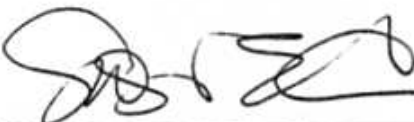
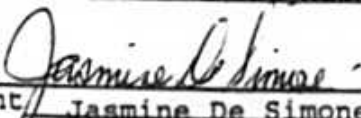
Mary J. B...
Print MARY J. B...

Anna Mae Vojtech
Print ANNA MAE VOJTECH


SUNRAY UTILITIES - NASSAU, INC.

By: W. D. Erickson
Print W. D. ERICKSON
Its: President

"SELLER"


Print Susan E. Coughlin

Print Jasmine De Simone

UNITED WATERWORKS INC.

By: 
Print Richard Hensch
Its: Vice President-Region II

"PURCHASER"

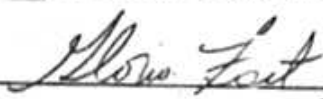
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, as _____ of SUNRAY UTILITIES - NASSAU, INC., a Delaware corporation, on behalf of the corporation. He/she () is personally known to me or () produced a _____ Driver's License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 15th day of July, 1996, by Richard Hensch, as Vice President-Region II of UNITED WATERWORKS INC., a Delaware corporation, on behalf of the corporation. He/she (X) is personally known to me or () produced a _____ Driver's License as identification _____ and did take an oath.


Print _____
Notary Public
Commission Number: _____
My commission expires: _____
GLORIA TAIT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 19, 2000
ID#: 2173385

UNITED WATERWORKS INC.

Print _____

By: _____
Print _____
Its: _____

Print _____

"PURCHASER"

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 21st
day of August, 1996, by W. D. FRICKSON as
RESIDENT of SUNRAY UTILITIES - NASSAU, INC., a
Delaware corporation, on behalf of the corporation. He/she (☒) is
personally known to me or (☐) produced a _____ Driver's
License as identification _____ and did take an oath.

Print JAMES L. SHREVE
Notary Public
Commission Number: _____
My commission expires _____



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
day of _____, 1996, by _____ as
_____ of UNITED WATERWORKS INC., a Delaware
corporation, on behalf of the corporation. He/she (☐) is
personally known to me or (☐) produced a _____ Driver's
License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

Parcel 1:

A portion of Section 41, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For Point of Reference commence at the Southeast corner of Section 40; thence North 41°00'00" East, along the line dividing Sections 40 and 41, 3320.93 feet to a point on the Northerly line of those lands described and recorded in Deed Book 238, page 117 of the public records of said County; thence South 87°16'20" East, along the Northerly line of said lands, 43.36 feet; thence South 87°20'33" East, along the Northerly line of said lands, and those lands as described and recorded in Official Records Book 154, page 176 of the public records of said County, being also the Southerly line of those lands as described and recorded in Deed Book 229, page 423 of the public records of said County, 1121.97 feet to an iron pipe at the Southeast corner of last said lands being a point on the Westerly right of way line of Little Berry Lane (as now established by usage) marking the beginning of a curve concave Southwesterly; thence Northwesterly with said curve along a fence line and along said right of way line, a chord bearing and distance of North 03°01'38" West, 92.56 feet to the POINT OF BEGINNING.

From the Point of Beginning thus described thence continue Northwesterly with said curve along said fence line and said right of way line; thence North 00°26'52" West a distance of 1.12 feet; thence North 03°03'45" West a distance of 9.80 feet; thence North 01°34'52" West a distance of 15.81 feet; thence North 00°02'23" West a distance of 13.28 feet; thence North 02°11'37" West a distance of 11.01 feet; thence North 00°48'36" West a distance of 9.82 feet; thence North 02°00'35" West a distance of 11.81 feet; thence North 01°57'39" West a distance of 12.01 feet; thence North 01°36'59" West a distance of 9.71 feet; thence North 02°26'27" West a distance of 16.01 feet; thence North 01°44'54" East a distance of 8.36 feet; thence North 11°40'35" West a distance of 7.95 feet; thence North 08°16'43" West a distance of 10.12 feet; thence North 09°10'03" West a distance of 9.83 feet; thence North 09°51'27" West a distance of 20.00 feet; thence North 09°12'11" West a distance of 11.35 feet; thence North 09°57'28" West a distance of 11.78 feet; thence North 09°19'14" West a distance of 10.57 feet; thence North 09°43'20" West a distance of 11.81 feet; thence North 09°49'19" West a distance of 11.94 feet; thence North 09°39'20" West a distance of 11.17 feet; thence North 07°35'56" West a distance of 11.42 feet; thence North 08°54'22" West a distance of 9.31 feet; thence North 10°00'36" West a distance of 10.59 feet; thence North 09°34'35" West a distance of 10.78 feet; thence South 80°39'27" West, 137.44 feet; thence South 09°20'33" East, 62.25 feet to a point of curvature of a curve to the right, said curve being concave Northwesterly and having a radius of 120.00 feet; thence Southwesterly along and around the arc of said curve, an arc distance of 86.89 feet to a point, said arc being subtended by a chord bearing and distance of South 11°24'04" West, 85.00 feet; thence South 57°51'24" East, 202.99 feet to the POINT OF BEGINNING.

Parcel 2:

A part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: For a Point of Reference commence at the southwesterly corner of Tract "D", Piney Island, according to plat thereof recorded in Plat Book 4, Pages 63 and 64 of the public records of Nassau County, Florida, said point also being the intersection of the northwesterly line of the Seaboard Coastline Railroad (a 120.0 foot right-of-way) and the northeasterly right-of-way line of Piney Island Drive (a 60.0 foot right-of-way) both as shown on said plat of Piney Island; run thence South 30° 54' 59" East along the southeasterly prolongation of said northeasterly right-of-way line of Piney Island Drive, a distance of 417.45 feet to a point in the southeasterly right-of-way line of State Road No. 200, (State Road No. A-1-A, as now established for a width of 184.0 feet); run thence South 59° 05' 01" West along said southeasterly right-of-way line of State Road No. 200, a distance of 57.05 feet; run thence South 30° 54' 59" East, a distance of 155.0 feet to the Point of Beginning.

For the Point of Beginning thus described run North 59° 05' 01" East, a distance of 50.0 feet; run thence South 30° 54' 59" East, a distance of 50.56 feet; run thence South 67° 36' 57" West, a distance of 50.56 feet; run thence North 30° 54' 59" West, a distance of 42.96 feet to the Point of Beginning.

Parcel 3:

A PORTION OF SECTION 25, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows: COMMENCE at the centerline intersection of State Road No. 200A 9a 100 foot right of way as now established) and State Road No. 200/A1A (a variable width right of way as now established); thence South 00°23'55" East, a distance of 69.59 feet, to the Westerly prolongation of the Southerly right of way line of said State Road No. 200/A1A; thence South 72°46'59" East, along last said line, and along said Southerly right of way line, a distance of 2590.86 feet; thence South 17°13'01" West, departing said Southerly right of way line, 25.00 feet, to the POINT OF BEGINNING; thence South 72°46'59" East, parallel to and 25.00 feet Southerly of said Southerly right of way line, 40.00 feet; thence South 17°13'01" West, 47.00 feet; thence North 72°46'59" West, 40.00 feet; thence North 17°13'01" East, 47.00 feet, to the POINT OF BEGINNING. Containing 1,880 square feet, more or less.

Parcel 4:

A portion of Sections 1, 12 and 37, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersections of the centerlines of State Road No. 200A, a 100 foot right-of-way as now established, and State Road No. 200, A1A, a 184 foot right-of-way as now established; run thence South 00° 23' 50" East, a distance of 96.59 feet to a point lying on the Southerly right-of-way line of said State Road 200; run thence along said Southerly right-of-way line North 72° 46' 59" West, a distance of 900.0 feet; run thence South 08° 43' West, a distance of 1660.0 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 08° 43' West, a distance of 1550.0 feet; run thence North 81° 17' West, a distance of 950.0 feet; run thence North 08° 43' East, a distance of 1550.0 feet; run thence South 81° 17' East, a distance of 950.0 feet to the Point of Beginning.

Parcel 5:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE CENTERLINE INTERSECTION OF STATE ROAD NO. 200, AND STATE ROAD NO. 200/A-1-A AND RUN SOUTH 00°-23'-55" EAST, A DISTANCE OF 96.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200/A-1-A; THENCE CONTINUE SOUTH 00°-23'-55" EAST, A DISTANCE OF 1624.10 FEET TO A POINT; RUN THENCE SOUTH 81°-37'-50" EAST, A DISTANCE OF 701.18 FEET TO A 1/2 INCH IRON PIPE SET FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 81°-37'-50" EAST, A DISTANCE OF 185.0 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE SOUTH 08°-22'-10" WEST, A DISTANCE OF 605.17 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE SOUTH 35°-52'-01" WEST, A DISTANCE OF 197.09 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE NORTH 81°-37'-50" WEST, A DISTANCE OF 94.00 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE NORTH 08°-22'-10" EAST, A DISTANCE OF 780.0 FEET TO THE POINT OF BEGINNING.

STATION MASTER CODE	STATION NAME	EQUIPMENT CODE #	EQUIPMENT NAME	SIZE/HIP CAP MAKE	EQUIPMENT LOCATION	DATE INSTAL'D	DATE LAST SERVICED OR REPAIRED
D101	OTTER RUN WTP	ADT001	ADT ALARM SYSTEM			1987	
D101	OTTER RUN WTP	AER001	AERATOR #1	1500 gpm	TOP RESERVOIR #1	1987	
D101	OTTER RUN WTP	AER002	AERATOR #2		TOP RESERVOIR #2	1993	
D101	OTTER RUN WTP	ALS001	ALUMINUM SIIELTER	Diesel tank		1993	
D101	OTTER RUN WTP	ALS002	ALUMINUM SIIELTER	Generator		1993	
D101	OTTER RUN WTP	ALS003	ALUMINUM SIIELTER	Fire pump		1993	
D101	OTTER RUN WTP	ARC001	AIR COMPRESSOR	Dayton	INSIDE WTP	1987	
D101	OTTER RUN WTP	CL0001	CHLORINATOR #1	Regal	CHLORINE ROOM	1987	
D101	OTTER RUN WTP	CL0002	CHLORINATOR #2	Regal	CHLORINE ROOM	1987	
D101	OTTER RUN WTP	CLP003	CHLORINATION PIPING SYSTEM			1987	
D101	OTTER RUN WTP	CLS001	CHLORINE SCALE			1987	
D101	OTTER RUN WTP	CR0001	CHLORINE ROOM			1987	
D101	OTTER RUN WTP	DIHP001	DISTRIBUTION HEADER PIPE			1987	
D101	OTTER RUN WTP	ECP001	ELECTRIC CONTROL PANEL		INSIDE PUMP ROOM	1987	
D101	OTTER RUN WTP	ECP003	ELECTRIC CONTROL PANEL			1987	
D101	OTTER RUN WTP	EWS001	EYE WASH SHOWER	2"	WTP	1994	
D101	OTTER RUN WTP	FEN001	FENCE	487"	PERIMETER WTP	1987	
D101	OTTER RUN WTP	FEX001	FIRE EXTINGUISHER		INSIDE PUMP ROOM	1987	
D101	OTTER RUN WTP	FFM001	FINAL FLOW METER		ON HEADER PIPE	1987	
D101	OTTER RUN WTP	FLT001	FUEL TANK	Diescel			
D101	OTTER RUN WTP	FP0001	FIRE PUMP		OUTSIDE PUMP ROOM	1993	
D101	OTTER RUN WTP	FPC001	FIRE PUMP CONTROL PANEL		OUTSIDE PUMP ROOM	1993	
D101	OTTER RUN WTP	FPF001	FIRE PUMP FLOW METER		FIRE PUMP PIPING	1993	
D101	OTTER RUN WTP	FPM001	FIRE PUMP MOTOR		OUTSIDE WTP	1993	
D101	OTTER RUN WTP	FMW001	WELL #1 FLOW METER		WELL #1 PIPING	1993	
D101	OTTER RUN WTP	FPI001	FIRE PUMP PIPING SYSTEM		OFF RESERVOIR #2	1993	

STATION MASTER CODE	STATION NAME	EQUIPMENT CODE #	EQUIPMENT NAME	SIZE/HP CAP MAKE	EQUIPMENT LOCATION	DATE INSTAL'D	DATE LAST SERVICED OR REPAIRED
D101	OTTER RUN WTP	FMW002	WELL #2 FLOW METER		WELL #2 PIPING	1993	
D101	OTTER RUN WTP	GEN001	GENERATOR			1993	
D101	OTTER RUN WTP	GMM001	GAS MASK		PUMP ROOM	1987	
D101	OTTER RUN WTP	HYD001	HYDRO TANK		RESERVOIR #1	1987	
D101	OTTER RUN WTP	MDC001	MAIN DISCONNECT SWITCH		OUTSIDE PUMP ROOM	1987	
D101	OTTER RUN WTP	PHN001	PHONE		PUMP ROOM	1987	
D101	OTTER RUN WTP	PMP001	PUMP #1 PIPING		PUMP #1	1987	
D101	OTTER RUN WTP	PMP002	PUMP #2 PIPING		PUMP #2	1987	
D101	OTTER RUN WTP	PMP003	PUMP #3 PIPING		PUMP #3	1987	
D101	OTTER RUN WTP	RES001	RESERVOIR #1		0000 LITTLE BERRY LANE	1987	
D101	OTTER RUN WTP	RES002	RESERVOIR #2		0000 LITTLE BERRY LANE	1993	
D101	OTTER RUN WTP	RWL001	RAW WATER LINE		BETWEEN WELL #1 AND #2	1987	
D101	OTTER RUN WTP	SCB001	EMERG SELF CONTAINED BREATHING APPARATUS		WTP	1994	
D101	OTTER RUN WTP	SCB002	EMERG SELF CONTAINED BREATHING APPARATUS		WTP	1994	
D101	OTTER RUN WTP	SGB001	STORAGE BOX		PUMP ROOM	1993	
D101	OTTER RUN WTP	SPM001	SERVICE PUMP MOTOR #1		SERVICE PUMP #1	1993	
D101	OTTER RUN WTP	SPM002	SERVICE PUMP MOTOR #2		SERVICE PUMP #2	1993	
D101	OTTER RUN WTP	SPM003	SERVICE PUMP MOTOR #3		SERVICE PUMP #3	1993	
D101	OTTER RUN WTP	SP0001	SERVICE PUMP #1		INSIDE PUMP ROOM	1993	

STATION MASTER CODE	STATION NAME	EQUIPMENT CODE #	EQUIPMENT NAME	SIZE/HP CAP MAKE	EQUIPMENT LOCATION	DATE INSTAL'D	DATE LAST SERVICED OR REPAIRED
D101	OTTER RUN WTP	SP0002	SERVICE PUMP #2		INSIDE PUMP ROOM	1993	
D101	OTTER RUN WTP	SP0003	SERVICE PUMP #3		INSIDE PUMP ROOM	1993	
D101	OTTER RUN WTP	WCP001	WARWICK CONTROL BOX		PUMP ROOM	1987	
D101	OTTER RUN WTP	WED001	WELL #1 - DISCONNECT		WELL #1	1987	
D101	OTTER RUN WTP	WED002	WELL #2 - DISCONNECT		WELL #2	1987	
D101	OTTER RUN WTP	WP0001	WELL PUMP #1	8"x8"x12"	WELL #1	1987	
D101	OTTER RUN WTP	WP0002	WELL PUMP #2	8x8"x12"	WELL #2	1987	
D101	OTTER RUN WTP	WPM001	WELL PUMP MOTOR #1	15 hp	WELL #1	1987	
D101	OTTER RUN WTP	WPM002	WELL PUMP MOTOR #2	15 hp	WELL #2	1987	
D101	OTTER RUN WTP	WPR001	PUMP ROOM		0000 LITTLE BERRY LN	1987	
D101	OTTER RUN WTP	WPS001	WELL #1 PIPING		WELL #1	1987	
D101	OTTER RUN WTP	WPS002	WELL #2 PIPING		WELL #2	1987	
D101	OTTER RUN WTP	YRD001	YARD GROUNDS			1987	
D101	OTTER RUN WTP	BPC001	BOOSTER PUMP CHECK VALVE	16"		1995	
D101	OTTER RUN WTP	BPP001	BOOSTER PUMP	PEERLESS	BOOSTER STATION	1995	
D101	OTTER RUN WTP	BPM001	BOOSTER PUMP MOT.		BOOSTER STATION	1995	
D101	OTTER RUN WTP	BPE001	BOOSTER PUMP ELEC	400 AMP 3 PH	BOOSTER STATION	1995	
D101	OTTER RUN WTP	BPF001	BOOSTER PUMP PIP.		BOOSTER STATION	1995	

**INVENTORY LIST FOR
SUNRAY / NASSAU
WTP (D101)
Page 1**

EQUIPMENT	EQUIP #	DESCRIPTION
ADT Alarm System	ADT001	Focus 45 Control Remote touch pad 1-line FSK commicator
Aerator #1	AER001 AER001a AER001b	Capacity 1,500 gpm 8" w x 8" l x 8-1/2" high enclosure 3 plastic trays
Aerator #2	AER002 AER002a AER002b	3 8" diameter trays Size 12' x 12' x 10' high enclosure
Air Compressor	ARC001	Dayton, Model #2Z869, serial #0590, hp 1/2, phase 1, volts 120/230, amps 10.0/5.0, rpm 1725, frame H56Y
Aluminum Shelter - Fuel Tank	ALS001	10'4" w x 12.2' l x 7'4" h - aluminum panels and posts
Aluminum Shelter - Generator	ALS002	11' w x 15' l x 8' h - aluminum panels and posts
Aluminum Shelter - Fire Pump	ALS003	7' w x 12' l x 8' h - aluminum panels and posts
Breathing Apparatus - Emergency Self Contained	SCB001	
Breathing Apparatus - Self Contained	GMK001	Lifeair 3000
Chlorinator #1	CL0001	Regal, Model #410, rotameter 0-100 lbs
Chlorinator #2	CL0002	Regal, Model #410, rotameter 0-100 lbs
Booster Pump Motor	BPM001	100 H.P., RPM 1775, Volts 480, 3 Phase
Booster Pump Check Valve	BPC001	16" Check Valve
Tradeplex Master Meter	TMM001	10" x 2" Sensus Meter

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EQUIPMENT	EQUIP #	DESCRIPTION
Chlorination Piping System	CLP003 CLP003a CLP003b CLP003c CLP003d CLP003e CLP003f CLP003g CLP003h CLP003i CLP003j CLP003k CLP003l CLP003m CLP003n CLP003o CLP003p CLP003q CLP003r CLP003s CLP003t CLP003u CLP003v CLP003w CLP003x	Rotameter 0-25 lbs Rotameter 0-25 lbs Rotameter 0-25 lbs Rotameter 0-100 lbs 3/8" plastic tubing Auto switchover 1" valve 2" schedule 40 pvc pipe 2" ball valve 1" ball valve 1" ball valve 1" ball valve Injector (pump #1) Injector (pump #2) Injector (pump #3) Injector (fire pump) 1" rubber hose 4' long #1 pump 1" rubber hose 4' long #2 pump 1" rubber hose 4' long #3 pump 2" compression coupling 2" 90° bend 2" x 1" pvc tee 2" x 1" pvc tee 2" x 1" pvc tee
Chlorine Scale	CLS001	Wallace Tiernan, dual 150 lbs
Chlorine Room	CR0001 CR0001a CR0001b CR0001c CR0001d	Size 42" w x 78" h Steel dor with hasp & lock Light fixture with 60w bulb Light switch Electrical outlet (120 volts)
Distribution Header Pipe	DHP001 DHP001a DHP001b DHP001c DHP001d DHP001e DHP001f DHP001g	10" Wafer valve 10" Wafer valve 10" Wafer valve 12" x 10" Flanged Reducer 12" Flanged 90° Bend 12" D.I.P. 12" MJ 90° Bend 10" Steel Pipe

**INVENTORY LIST FOR
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EQUIPMENT	EQUIP #	DESCRIPTION
Electric Panel	ECP001	Hour meter - Cramer - type 1136H200D
	ECP001a	Hour meter - Cramer - type 1136H200D
	ECP001b	Hour Meter - Cramer - type 1136H200D
	ECP001c	Hour Meter - Cramer - type 1136H200D
	ECP001d	HOA Switches - Cramer - type 0008A
	ECP001e	HOA Switches - Cramer - type 0008A
	ECP001f	HOA Switches - Cramer - type 0008A
	ECP001g	HOA Switches - Cramer - type 0008A
	ECP001h	Switch - lead lag - class 9001 - type KA-1
	ECP001i	Switch - lead lag - class 9001 - type KA-1
	ECP001j	Switch - lead lag - class 9001 - type KA-1
	ECP001k	One pole circuit breaker - Westinghouse
	ECP001l	One pole circuit breaker - Westinghouse
	ECP001m	One pole circuit breaker - Westinghouse
	ECP001n	One pole circuit breaker - Westinghouse
	ECP001o	One pole circuit breaker - Westinghouse
	ECP001p	Three pole circuit breaker - Westinghouse
	ECP001q	Three pole circuit breaker - Westinghouse
	ECP001r	Three pole circuit breaker - Westinghouse
	ECP001s	Three pole circuit breaker - Westinghouse
	ECP001t	Starter - Cutler Hammer Nema size 2
	ECP001u	Starter - Cutler Hammer Nema size 2
	ECP001v	Starter - Cutler Hammer Nema size 2
	ECP001w	
Electric Control Panel	ECP003	
	ECP003a	100 amp breaker} amps 25k/18k/14k
	ECP003b	100 amp breaker} cat #FAC 3600, series 2
	ECP003c	100 amp breaker} volts 240/480/600
	ECP003d	Starter)
	ECP003e	Starter) Nema size 3, class 8536 type SE01
	ECP003f	Starter) series A
	ECP003g	Light module) type KM-1, class 900
	ECP003h	Light module) series G, 110/120 volts
	ECP003i	HOA Switch-type KA1, class 9001, 120/600v
	ECP003j	Hour clock - Stemco/Engler model #44976
	ECP003k	Enclosure-10"deep x 30"w x 42"h
Fence	FEN001	6' high with 3 strands barbed wire - double gates 500'
Final Flow Meter	FFM001	McCrometer - type #87 10 721 size 10"
Fire Extinguisher	FEX001	Pem All rated ABC fires #HG938231

**INVENTORY LIST FOR
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EQUIPMENT	EQUIP #	DESCRIPTION
Fire Pump	FP0001	Peerless - serial #51960, model #6AE-140, fuel diesel
Fire Pump Control Panel	FPC001 FPC001a FPC001b FPC001c FPC001d FPC001e FPC001f	Murphy panel model #40-13171 ASM 200 auto start module Murphy selectronic time delay 10a test switch Pressure switch 0-160 psi Contacts Potter & Brumfield 12volts 1/10hp 5amps Contacts Potter & Brumfield 12volts 1/10hp 5amps
Fire Pump Flow Meter	FPP001	Rockwell propeller 30 type model, serial #40313, size 12"
Fire Pump Motor	FPM001	Detroit Diesel, Rockford, Model #4-11054, clutch 11-S, clutch adjustment 60-75 lbs, force 21", fuel diesel, battery 12 volt
Fire Pump Piping System	FPP001 FPP001a FPP001b FPP001c FPP001d FPP001e FPP001f FPP001g FPP001h FPP001i FPP001j FPP001k FPP001l	12" x 8" reducer - flanged 12" x 6" reducer - flanged 12" x 6" reducer - flanged 12" MH check valve - flanged 8" MH resilient seat gate valves - flanged 8" MH resilient seat gate valves - flanged 20' 12" ductile iron 12" 90° bend - flanged 12" uniflange 12" uniflange 12" uniflange 12" uniflange
Flowmeter - Well #1	FMW001	Rockwell propeller 300 type serial #34271 size 8"
Flowmeter - Well #2	FMW002	Rockwell propeller 300 type serial #34271 series 8"
Fuel Tank (Diesel)	FLT001	Capacity 550 gallons, 41 1/2" dia x 7-1/2" long Basin 10'1 x 8'w x 18" deep
Generator	GEN001 GEN001a GEN001b GEN001c GEN001d GEN001e GEN001f GEN001g GEN001h GEN001i	Battery charger - Lamarche Volt meter Amp meter Hour meter Low pressure oil light Over crank light High water temp light Overspeed light Fuel tank

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EQUIPMENT	EQUIP #	DESCRIPTION
Hydro Tank	HYD001 HYD001a HYD001b HYD001c	Capacity - 5,000 gallons Inspection cover Site tube Pressure relief valve
Main Disconnect Switch	MDC001 MDC001a MDC001b MDC001c	Cutler Hammer - amps 400, volts 240, max hp 3ph 100 BUSS RNN-R400 amp fuses BUSS RNN-R400 amp fuses BUSS RNN-R400 amp fuses
Phone	PHN001	
Pump #1 Piping	PMP001 PMP001a PMP001b PMP001c PMP001d	4" check valve 4" wafer valve 4" x 3" reducer 3" x 2" spool 24" long - flanged
Pump #2 Piping	PMP002 PMP002a PMP002b PMP002c PMP002d	4" check valve 4" wafer valve 2" compression coupling 2" x 4" x 24" long spool - flanged
Pump #3 Piping	PMP003 PMP003a PMP003b PMP003c PMP003d	6" x 8" check valve 6" x 3" spool - flanged 3" Dresser coupling 8" wafer valve
Pump Room	WPR001 WPR001a WPR001b WPR001c WPR001d WPR001e	Size 12'w x 10'l x 11-1/2'h Florescent light fixture Light switch Door with ladder, hasp and lock Electrical outlet (120v) Exhaust fan
Reservoir #1	RES001 RES001a RES001b RES001c RES001d RES001e	Capacity 35,555 gallons Access hatch 4" PVC air vent 3" gate valve 3" gate valve 2" site tube clear plastic
Reservoir #2	RES002 RES002a RES002b RES002c RES002d RES002e	Capacity 30,000 gallons size 12'dia x 37'long 4" pvc vent pipe inspection hatch steel walkway with handrails site tube 3/4" clear plastic

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EQUIPMENT	EQUIP #	DESCRIPTION
Raw Water Line	RWL001 RWL001a RWL001b RWL001c RWL001d RWL001e RWL001f RWL001g	8" MJ Tee 8" D.I.P. 8" x 6" MJ Tee 6" MJ 90° Bend 6" PVC Pipe 6" MJ 90° Bend 8" PVC Pipe
Safety Shower & Eyewash	EWS001	
Service Pump #1	SP0001 SP0001a	Allis Chalmers, model #600, serial #1022596-01-1, size 3 x 2 x 6.53, impeller 6.50, rpm 3515, gpm 300, type 2000 Motor, U.S. Motors, 15.0 hp, phase 3, volts 230/37.0, amps 40/18.0, rpm 3490
Service Pump #2	SP0002 SP0002a	Allis Chalmers, model 2000, serial #52-051-593, size 3 x 2 x 6.5L Motor, Century, frame S213 JP, 10 hp, type SC, phase 3, code H, hertz 60, volts 230/460, amps 26/13, time continuous, amb 40°C, SF 1.15, ins class B, nema design B, form MCA, serial code Ball, BRGS OR/OPP 310/206, catalog #0339, mfr. eff. 84.4, PF 85.3, rpm 3500, Part #6-333010
Service Pump #3	SP0003 SP0003a	Allis Chalmers, model #2000, serial #52-051-664, size 4 x 3 x 9, impeller diameter 7.25 Motor, Century, part #6-350124-01, frame 5286JP, 10 hp, type SC, code F, hertz 60, phase 3, 3520 pm, amb 40°C, volts 230/460, amps 94/47, time continuous, SF 1.15, nema design B, form SCA, PF 88.7, serial code BA2, BRG BR/OPP 313/210, catalog #0530, Mfg. 3ff. 89.8, ins class B
Storage Box	SGB001	Tuff box - plastic
Transfer Switch	TSW001	Generac - 120/240 volts, serial #5993, model 87A02354W, switch rating amps 240v
Breathing Apparatus - Emergency Self Contained	SCB003	5 Minutes Air Supply
Breathing Apparatus - Emergency Self Contained	SCB004	5 Minutes Air Supply
Eye Wash Shower	EWS001	2" Safety Shower

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EQUIPMENT	EQUIP #	DESCRIPTION
Warwick Control Box	WCP001 WCP001a WCP001b WCP001c WCP001d WCP001e WCP001f WCP001g WCP001h WCP001i WCP001j WCP001k WCP001l WCP001m WCP001n WCP001o	Phase monitor (Syrelec) On/Off switch (Rundel) Fuse - Buss type KTK 1/4 amp Fuse - Buss type FNQ 1/2 amp Time Delay (Syrelec) Pilot Lite (Littlelite) Relay (DPOT) AA Electric Relay (4PST) Arrowhart Switch (Carling) Counter (Carling) Enclosure - Steel 14"h x 14"w x 6"d Electrode Electrode Electrode Electrode
Well #1 - Disconnect	WED001	Square D safety switch, type 3R enclosure, 100 amp, 240 volts series E, cat #DU323RB.
Well #2 - Disconnect	WED002	Square D safety switch, type 3R enclosure, 100 amp, 240 volts, series E, cat #DU323RB
Well #1 Piping	WPS001 WPS001a WPS001b WPS001c WPS001d	8" resilient seat gate valve - flanged 8" check valve - flanged 8" 90° bend - flanged 8" 90° bend - MJ
Well #2 Piping	WPS002 WPS002a WPS002b WPS002c WPS002d	8" resilient seat gate valve - flanged 8" check valve - flanged 8" 90° bend - flanged 8" 90° bend - MJ
Well Pump #1	WP0001 WP0001a	8" x 8" x 12" Motor - Size 15 hp
Well Pump #2	WP0002 WP0002a	8" x 8" x 12" Motor - Size 15 hp
Yard Grounds	YRD001	Yard Grounds
Booster Pump Building	BPB001	Concrete Block
Booster Pump	BPP001	Peerless horizontal split case

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
Water Distribution System:		
DWV010	2" Flushing Valve	East end Marsh Lakes Drive
DWV011	8" Gate Valve	Marsh Lakes Dr & Woodstork Place
DWV012	8" Gate Valve	Marsh Lakes Dr & Woodstork Place
DWV013	2" Flushing Valve	End of Woodstork Place
DWV014	8" Gate Valve	Marsh Lakes Dr & Marsh Lakes Ct.
DWV015	2" Flushing Valve	Marsh Lakes Court
DWV016	10" Gate Valve	Marsh Lakes Dr & Pintail Court
DWV017	8" Gate Valve	Marsh Lakes Dr & Pintail Court
DWV018	8" Gate Valve	Pintail Court & Green Heron Way
DWV019	4" Gate Valve	Pintail Court & Green Heron Way
DWV020	2" Flushing Valve	End of Green Heron Way
DWV021	10" Gate Valve	Marsh Lakes Dr & Ent of Villages Marsh Lks
DWV022	10" Gate Valve	Marsh Lakes Dr & Ent of Villages Marsh Lks
DWV023	8" Gate Valve	Marsh Lakes Dr & Ent of Villages Marsh Lks
DWV024	12" Gate Valve	Marsh Lakes Drive & A1A
DWV025	10" Gate Valve	Marsh Lakes Drive & A1A
DWV026	12" Gate Valve	A1A East of Pinegrove Road
DWV027	12" Gate Valve	A1A East of Pinegrove Road
DWV028	12" Gate Valve	A1A East of Pinegrove Road
DWV029	12" Gate Valve	Pinegrove Road
DWV030	12" Gate Valve	A1A & West of Otter Run Entrance

<u>Equipment #</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>
DWV031	12" Gate Valve	AIA & Between Turner's Plumbing & Peacock Ele
DWV032	12" Gate Valve	AIA & S.R. 107
DWV033	12" Gate Valve	AIA & East of Barnwell Road
DWV034	12" Gate Valve	AIA and Barnwell Road
DWV035	12" Gate Valve	AIA and Mt. Zion Circle
DWV036	12" Gate Valve	AIA and 2nd Driveway West Mt. Zion Cir
DWV037	6" Gate Valve	West Ent Road to Ford Dealer
DWV038	6" Gate Valve	West Ent Road to Ford Dealer
DWV039	12" Gate Valve	West Ent Road to Ford Dealer
DWV040	12" Gate Valve	1100' West of Ent Road to Ford Dealer
DWV041	12" Valve	AIA 2000' West of Ent Road to Ford Dealer
DWV042	16" Valve	AIA & Dirt Road East of Winn Dixie
DWV043	16" Valve	AIA & West Ent Road to Winn Dixie
DWV044	16" Valve	AIA & State Road 200-A
DWV045	12" Valve	AIA & State Road 200-A
DWV046	24" Valve	AIA & State Road 200-A
DWV047	12" Gate Valve	AIA Between Winn Dixie & DMV
DWV048	12" Gate Valve	AIA & Limerock Road to Sludge Field
DWV049	12" Gate Valve	AIA & Ent to DMV Road
DWV050	12" Gate Valve	AIA & Ent to DMV Road
DWV051	12" Gate Valve	Littleberry Lane & Pinegrove Road
DWV052	8" Gate Valve	Littleberry Lane & Pinegrove Road
DWV053	8" Gate Valve	Otter Run Drive & Pinegrove Road
DWV054	8" Gate Valve	Otter Run Drive & Pinegrove Road

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
DWV055	6" Gate Valve	Otter Run Drive & Summer Trace
DWV056	2" Valve	End of Summer Trace
DWV057	8" Gate Valve	Otter Run Drive & Palmetto Trail Dr.
DWV058	8" Gate Valve	Otter Run Drive & Palmetto Trail Dr.
DWV059	2" Valve	Palmetto Trail
DWV060	4" Gate Valve	Palmetto Trail & Maple Court
DWV061	2" Valve	End of Maple Court
DWV062	4" Gate Valve	Palmetto Trail & Overlook Court
DWV063	2" Valve	End of Overlook Court
DWV064	8" Gate Valve	Palmetto Trail & Otter Run Drive
DWV065	8" Gate Valve	Palmetto Trail & Otter Run Drive
DWV066	4" Gate Valve	Hickory Lane & Otter Run Drive
DWV067	2" Valve	End of Hickory Lane
DWV068	8" Gate Valve	Otter Run Drive & Entrance to WTP
DWV069	6" Gate Valve	Otter Run Drive & Entrance to WTP
DWV070	6" Gate Valve	Otter Run Drive
DWV071	6" Gate Valve	Otter Run Drive SE of Otter Run Ct
DWV072	4" Gate Valve	Otter Run Drive & Otter Run Ct
DWV073	2" Valve	End of Otter Run Ct
DWV074	8" Gate Valve	Corner Eagle Cove Ct & Village Drive
DWV075	4" Gate Valve	Corner Eagle Cove Ct & Village Drive
DWV076	8" Gate Valve	Corner Teal Ct & Village Drive
DWV077	4" Gate Valve	Corner Teal Ct & Village Drive
DWV078	4" Gate Valve	Corner Secret Cove Ct & Village Drive
DWV079	8" Gate Valve	Corner Secret Cove Ct & Village Drive

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
DWV080	2" Valve	End of Cove Ct
DWV081	2" Valve	End of Teal Ct
DWV082	2" Valve	End of Secret Cove Ct
WLB019	Location Box	Pinegrove Rd & A1A
WLB020	Location Box	West of Pinegrove Rd & East Otter Run
WLB021	Location Box	East of Dave Turner Plumbing
WLB022	Location Box	Between Duval Rd & SR #107
WLB023	Location Box	West of SR107 before 1st Driveway
WLB024	Location Box	A1A & Barnwell Road
WLB025	Location Box	A1A Between Barnwell Rd & Mt. Zion Cir
WLB026	Location Box	A1A West of Mt. Zion Cir East of Dirt Rd
WLB027	Location Box	A1A West of Mt. Zion Cir West of Dirt Rd
WLB028	Location Box	A1A East of 2nd Dirt Rd West of Mt. Zion
WLB029	Location Box	A1A East of Mt. Zion Cir & Blackrock Rd
WLB030	Location Box	A1A West of Mt. Zion Cir & Blackrock Rd
WLB031	Location Box	A1A West of Graded Rd West of Mt. Zion Cir
WLB032	Location Box	A1A & East of Limerock Road
WLB033	Location Box	A1A & East Ent Rd to Ford Dealer
WLB034	Location Box	A1A & East Ent Rd to Ford Dealer West WLB033
WLB035	Location Box	A1A & West Ent Rd to Ford Dealer
WLB036	Location Box	A1A & Dirt Rd West of Ford Dealer
WLB037	Location Box	A1A & East of Ent to Winn Dixie
WLB038	Location Box	A1A & Ent to Winn Dixie

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
Fire Hydrants:		
DFH005	Fire Hydrant	Otter Run Drive & Otter Run Court
DFH006	Fire Hydrant	Otter Run Drive & Otter Run Court
DFH007	Fire Hydrant	Otter Run Drive West of WTP
DFH008	Fire Hydrant	Otter Run Drive & Ent to WTP
DFH009	Fire Hydrant	Otter Run Drive & Palmetto Trail
DFH010	Fire Hydrant	Palmetto Trail & Maple Court
DFH011	Fire Hydrant	Palmetto Trail East of Otter Run Drive
DFH012	Fire Hydrant	Otter Run Drive & Summer Trace
DFH013	Fire Hydrant	AIA & Peacock Electric
DFH014	Fire Hydrant	East End of Marsh Lakes Drive
DFH015	Fire Hydrant	Marsh Lakes Drive & Woodstork Place
DFH016	Fire Hydrant	Woodstork Plac
DFH017	Fire Hydrant	Marsh Lakes Drive East of Woodstork
DFH018	Fire Hydrant	Marsh Lakes Drive SE of Marsh Lakes Ct
DFH019	Fire Hydrant	Marsh Lakes Drive & Marsh Lakes Ct
DFH020	Fire Hydrant	Marsh Lakes Drive & North of Marsh Lakes Ct
DFH021	Fire Hydrant	Marsh Lakes Drive & South of Pintail Ct
DFH022	Fire Hydrant	Green Heron Way
DFH023	Fire Hydrant	Marsh Lakes & Ent Villages of Marsh Lakes
DFH024	Fire Hydrant	AIA & West Ent to Ford Dealer
DFH025	Fire Hydrant	AIA & Approximately 900' West of Ent Ford Dealer
DFH026	Fire Hydrant	AIA Ent Road to Winn Dixie
DFH027	Fire Hydrant	East Corner of Winn Dixie
DFH028	Fire Hydrant	AIA & West of Winn Dixie Ent Road

DFH029

Fire Hydrant

AIA 1000' at of SR 200-A

DFH030

Fire Hydrant

DMV Service Road

DFH031

Fire Hydrant

Between Lots 2B & 3A

DFH032

Fire Hydrant

Lofton Sq. & Chester Rd.

DFH033

Fire Hydrant

AIA & SR 207

DFH034

Fire Hydrant

AIA & Duval Rd.

Hydrant Valves:

HWV005

6" Gate Valve

Attached to DFH005

HWV006

6" Gate Valve

Attached to DFH006

HWV007

6" Gate Valve

Attached to DFH007

HWV008

6" Gate Valve

Attached to DFH008

HWV009

6" Gate Valve

Attached to DFH009

HWV010

6" Gate Valve

Attached to DFH010

HWV011

6" Gate Valve

Attached to DFH011

HWV012

6" Gate Valve

Attached to DFH012

HWV013

6" Gate Valve

Attached to DFH013

HWV014

6" Gate Valve

Attached to DFH014

HWV015

6" Gate Valve

Attached to DFH015

HWV016

6" Gate Valve

Attached to DFH016

HWV017

6" Gate Valve

Attached to DFH017

HWV018,

6" Gate Valve

Attached to DFH018

HWV019

6" Gate Valve

Attached to DFH019

HWV020

6" Gate Valve

Attached to DFH020

HWV021

6" Gate Valve

Attached to DFH021

HWV022

6" Gate Valve

Attached to DFH022

HWV023

6" Gate Valve

Attached to DFH023

HWV024

6" Gate Valve

Attached to DFH024

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
HWV025	6" Gate Valve	Attached to DFH025
HWV026	6" Gate Valve	Attached to DFH026
HWV027	6" Gate Valve	Attached to DFH027
HWV028	6" Gate Valve	Attached to DFH028
HWV029	6" Gate Valve	Attached to DFH029
HWV030	6" Gate Valve	Attached to DFH030
HWV031	6" Gate Valve	Attached to DFH031
HWV032	6" Gate Valve	Attached to DFH032
HWV033	6" Gate Valve	Attached to DFH033
HWV034	6" Gate Valve	Attached to DFH034

Force Main and Reuse System:

FMA001	Air Relief Manhole	Pinegrove Road & A1A
FMA002	Air Relief Manhole	A1A & Mt. Zion Circle
FMA003	Air Relief Manhole	A1A & Lofton Square Blvd
FMV009	2" Gate Valve	Animal Shelter
FMV010	10" Gate Valve	A1A & DMV Road
FMV011	10" Gate Valve	A1A & South of DMV
FMV012	12" Gate Valve	A1A & East of SR 200-A
FMV013	12" Gate Valve	Along A1A
FMV014	12" Gate Valve	Along A1A
FMV015	12" Gate Valve	Along A1A
FMV016	12" Gate Valve	A1A at Ford Dealer
FMV017	12" Gate Valve	A1A at Blackrock Road
FMV018	12" Gate Valve	A1A West of Mt. Zion Circle
FMV019	12" Gate Valve	A1A Between Mt. Zion & Barnwell Rd
FMV020	12" Gate Valve	A1A West of O'Neal Store

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
FMV021	12" Gate Valve	A1A & Nassauville Road
FMV022	12" Gate Valve	A1A & Duval Road
FMV023	12" Gate Valve	A1A & Pinegrove Road
FMV024	8" Gate Valve	A1A & East of Pinegrove Road
FMV025	6" Gate Valve	A1A Marsh Lakes Drive
FMV026	8" Gate Valve	A1A & Marsh Lakes Drive
FMV027	6" Gate Valve	Marsh Lakes Drive
FMV028	6" Gate Valve	Marsh Lakes Drive & SE of Pintail Ct
FMV029	6" Gate Valve	Marsh Lakes Drive & East Marsh Lakes Ct
FMV030	6" Gate Valve	Otter Run Drive & Pinegrove Road
FMW031	8" Gate Valve	A1A & Lift Station Ent
FMW032	4" Gate Valve	A1A & Lift Station Ent

Sanitary Sewer System:

CMH002	Manhole	Marsh Lakes Drive North Pintail Ct
CMH003	Manhole	Marsh Lakes Drive & Pintail Ct
CMH004	Manhole	Pintail Ct & Green Heron Way
CMH005	Manhole	End of Pintail Ct
CMH006	Manhole	Lot #116 on Green Heron Way
CMH007	Manhole	End of Green Heron Way
CMH008	Manhole	North of Pintail Ct on Marsh Lakes Dr
CMH009	Manhole	Marsh Lakes Drive
CMH010	Manhole	Marsh Lakes Drive
CMH011	Manhole	Marsh Lakes Drive
CMH012	Manhole	Marsh Lakes Drive

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
CMH013	Manhole	Marsh Lakes Drive & Marsh Lakes Ct
CMH014	Manhole	End of Marsh Lakes Ct Lot #24
CMH015	Manhole	Marsh Lkes Drive Lot #26
CMH016	Manhole	Marsh Lakes Drive Ent Lift Station
CMH017	Manhole	Marsh Lakes Drive Ent Lift Station
CMH018	Manhole	Marsh Lakes Drive Lot #34
CMH019	Manhole	Marsh Lakes Drive & Woodstork Place
CMH020	Manhole	Woodstork Place Lot #67
CMH021	Manhole	Woodstork Place Lot #71
CMH022	Manhole	End of Woodstork Place
CMH023	Manhole	Marsh Lakes Drive Lot #37
CMH024	Manhole	Marsh Lakes Drive Lot #40
CMH025	Manhole	Marsh Lakes Drive Lot #41
CMH026	Manhole	Marsh Lakes Drive Lot #43
CMH027	Manhole	Marsh Lakes Drive Lot #98
CMH028	Manhole	East End of Marsh Lakes Drive
CMH029	Manhole	Otter Run & Summer Trace
CMH030	Manhole	End of Summer Trace
CMH031	Manhole	Otter Run Between Summer Trace Palmetto Trail
CMH032	Manhole	Otter Run Drive & Palmetto Trail
CMH033	Manhole	Palmetto Trail Lot #50
CMH034	Manhole	Otter Run & Otter Run Ct
CMH035	Manhole	End of Otter Run Ct
CMH036	Manhole	353 Otter Run Drive
CMH037	Manhole	Otter Run Drive Lot #13

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
CMH038	Manhole	Otter Run Drive Lot #16
CMH039	Manhole	Otter Run Drive Lot #19
CMH040	Manhole	Otter Run Drive Lot #21
CMH041	Manhole	Otter Run Drive Lot #24
CMH042	Manhole	Otter Run Drive Between Lot 27 & 28
CMH043	Manhole	Otter Run Drive Lot #3
CMH044	Manhole	Otter Run Drive at WTP
CMH045	Manhole	Otter Run Drive North of WTP Driveway
CMH046	Manhole	Otter Run & Hickory Lane
CMH047	Manhole	End of Hickory Lane
CMH048	Manhole	Otter Run Drive & Palmetto Trail
CMH049	Manhole	Palmetto Trail Lot #93
CMH050	Manhole	Palmetto Trail & Overlook Ct
CMH051	Manhole	End of Overlook Ct
CMH052	Manhole	Palmetto Trail Lot #97
CMH053	Manhole	Palmetto Trail & Maple Ct
CMH054	Manhole	End of Maple Ct
CMH055	Manhole	Palmetto Trail Lot #45
CMH056	Manhole	Palmetto Trail Lot #48
CMH057	Manhole	Palmetto Trail Lot #50
CMH058	Manhole	Village Drive East of Marsh Lakes Dr
CMH059	Manhole	Intersection Eagle Cove on Village Dr
CMH060	Manhole	East Eagle Cove on Village Dr
CMH061	Manhole	Lot 43B
CMH062	Manhole	Intersection Teal Ct & Village Dr

<u>Equipment #</u>	<u>Description</u>	<u>Location</u>
CMH063	Manhole	East of Teal Ct on Village Dr
CMH064	Manhole	North of Lot 37A
CMH065	Manhole	Intersection Secret Cove Ct & Village Dr
CMH066	Manhole	East of Secret Cove Village Drive
CMH067	Manhole	North of Lot 36B
CMH068	Manhole	Easement Area West of Lift Station D803

Equipment #

WLB025
WLB026
WLB027
WLB028
WLB029
WLB030
WLB031
WLB032
WLB033
WLB034
WLB035
WLB036
WLB037
WLB038

Distribution

Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box
Location Box

Location

A1A Between Barnwell Rd & Mt. Zion Cir
A1A West of Mt. Zion Cir East of Dirt Rd
A1A West of Mt. Zion Cir West of Dirt Rd
A1A East of 2nd Dirt Rd West of Mt. Zion
A1A East of Mt. Zion Cir & Blackrock Rd
A1A West of Mt. Zion Cir & Blackrock Rd
A1A West of Graded Rd West of Mt. Zion Cir
A1A & East of Limerock Road
A1A & East Ent Rd to Ford Dealer
A1A & East Ent Rd to Ford Dealer West WLB0
A1A & West Ent Rd to Ford Dealer
A1A & Dirt Rd West of Ford Dealer
A1A & East of Ent to Winn Dixie
A1A & Ent to Winn Dixie

STATION MASTER CODE	STATION NAME	EQUIPMENT CODE #	EQUIPMENT NAME	SIZE/HP CAP MAKE	EQUIPMENT LOCATION	DATE INSTAL'D	DATE LAST SERVICED OR REPAIRED
D601	LOFTON CREEK WWTP	ADT002	ADT ALARM SYSTEM		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	AIR004	AIR TANK #1		WWTP	1987	
D601	LOFTON CREEK WWTP	AIR005	AIR TANK #2		WWTP	1987	
D601	LOFTON CREEK WWTP	ARI001	AIR HEADER PIPE		WWTP (TOP)	1987	
D601	LOFTON CREEK WWTP	AUX001	AUXILIARY MOTOR		BLOWER ROOM	1993	
D601	LOFTON CREEK WWTP	BLE002	BLOWER #1 ELECTRIC PANEL		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	BLE003	BLOWER #2 ELECTRIC PANEL		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	BLM001	BLOWER #1 MOTOR	40 hp	BLOWER #1	1987	
D601	LOFTON CREEK WWTP	BLM002	BLOWER #2 MOTOR	60 hp	BLOWER #2	1987	
D601	LOFTON CREEK WWTP	BLW001	BLOWER #1	40 hp	BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	BLW002	BLOWER #2	60 hp	BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	BRG001	BAR GRATING		WWTP (WALKWAY)	1987	
D601	LOFTON CREEK WWTP	BR5001	BAR SCREEN		WWTP	1987	
D601	LOFTON CREEK WWTP	BWB001	BLOWER BUILDING		A1A CHESTER ROAD	1987	
D601	LOFTON CREEK WWTP	CCC001	CHLORINE CONTACT CHAMBER		WWTP	1987	
D601	LOFTON CREEK WWTP	CL0003	CHLORINATOR #1		CHLORINE ROOM	1987	
D601	LOFTON CREEK WWTP	CL0004	CHLORINATOR #2		CHLORINE ROOM	1987	
D601	LOFTON CREEK WWTP	CLR002	CLARIFIER		WWTP (MIDDLE)	1987	
D601	LOFTON CREEK WWTP	CLS002	SCALES		CHLORINE ROOM	1987	

STATION MASTER CODE	STATION NAME	EQUIPMENT CODE #	EQUIPMENT NAME	SIZE/HP CAP MAKE	EQUIPMENT LOCATION	DATE INSTAL'D	DATE LAST SERVICED OR REPAIRED
D601	LOFTON CREEK WWTP	CR0002	CHLORINE ROOM		ATTACHED TO BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	CL0004	CHLORINATION PIPE		CHLORINE ROOM	1987	
D601	LOFTON CREEK WWTP	DI0002	DIGESTOR		WWTP	1987	
D601	LOFTON CREEK WWTP	DI0002M	SUPERNATE PUMP		WWTP	1995	
D601	LOFTON CREEK WWTP	DSK001	DESK		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	EC0004	ELECTRIC CONTROL PANEL		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	EFL001	EFFLUENT LAUNDER	Weir plates	CLARIFIER (TOP)	1987	
D601	LOFTON CREEK WWTP	EFN003	EXHAUST FAN		CHLORINE ROOM	1987	
D601	LOFTON CREEK WWTP	EFN008	EXHAUST FAN		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	EFT001	EFFLUENT PIPE		OUTSIDE WWTP	1987	
D601	LOFTON CREEK WWTP	ES0002	EYE WASH SHOWER		WWTP	1994	
D601	LOFTON CREEK WWTP	FEN002	FENCE		WWTP PERIMETER	1987	
D601	LOFTON CREEK WWTP	FEX002	FIRE EXTINGUISHER		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	FM0001	FLOW METER		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	FMC001	FLOW METER CHART RECORDER		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	GML002	GAS MASK	GML	BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	GRT001	GRIT CHAMBER		WWTP TOP	1987	
D601	LOFTON CREEK WWTP	IIDR001	HANDRAILS		WWTP TOP	1987	
D601	LOFTON CREEK WWTP	INP001	INFLUENT PIPE		WWTP TOP	1987	
D601	LOFTON CREEK WWTP	LNP001	LIGHTING PANEL		BLOWER ROOM	1987	

STATION MASTER CODE	STATION NAME	EQUIPMENT CODE #	EQUIPMENT NAME	SIZE/HP CAP MAKE	EQUIPMENT LOCATION	DATE INSTAL'D	DATE LAST SERVICED OR REPAIRED
D601	LOFTON CREEK WWTP	MNW001	MONITORING WELL #1		INSIDE FENCE WWTP	1987	
D601	LOFTON CREEK WWTP	MNW002	MONITORING WELL #2		INSIDE FENCE WWTP	1987	
D601	LOFTON CREEK WWTP	MNW003	MONITORING WELL #3		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	MNW004	MONITORING WELL #4		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	MNW005	MONITORING WELL #5		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	PHN002	PHONE		BLOWER ROOM	1987	
D601	LOFTON CREEK WWTP	PHM001	PHASE MONITOR			1987	
D601	LOFTON CREEK WWTP	PPD001	PERCULATION POND #1		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	PPD002	PERCULATION POND #2		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	PPD003	PERCULATION POND #3		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	PWP001	PACKAGE WATER PLANT		INSIDE FENCE	1987	
D601	LOFTON CREEK WWTP	RAS001	RETURN SLUDGE		ENTRANCE WWTP	1987	
D601	LOFTON CREEK WWTP	SGB002	STORAGE BOX			1993	
D601	LOFTON CREEK WWTP	SCB003	EMERG SELF CONTAINED BREATHING APPARATUS		WWTP	1994	
D601	LOFTON CREEK WWTP	SCB004	EMERG SELF CONTAINED BREATHING APPARATUS		WWTP	1994	
D601	LOFTON CREEK WWTP	SCC001	SLUDGE COLLECTOR		CLAIRFER	1987	
D601	LOFTON CREEK WWTP	SCD001	SLUDGE COLLECTOR DRIVE		CLAIRFER (TOP)	1987	
D601	LOFTON CREEK WWTP	STK001	STEP TANK		BEHIND BLOWER RM	1987	
D601	LOFTON CREEK WWTP	STR001	STAIRS		WWTP (OUTSIDE)	1987	

[illegible]

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 1

EQUIPMENT	EQUIP #	DESCRIPTION
ADT Alarm System	ADT002 ADT001a ADT001b	Focus 45 control Remote touch pad 1-line FSK communicator
Air Header Pipe	ARH001 ARH001a ARH001b ARH001c ARH001d	12" Steel pipe 8" Steel pipe 8" Steel pipe 12" MJ Tee
Air Tank #1	AIR004 AIR004a AIR004b AIR004c AIR004d AIR004e AIR004f AIR004g AIR004h AIR004i AIR004j AIR004k	Capacity - 124,952 gallons Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser
Air Tank #2	AIR005 AIR005a AIR005b AIR005c AIR005d AIR005e AIR005f AIR005g AIR005h AIR005i AIR005j	Capacity - 62,562 gallons Scum ejector airlift 8" drain pipe 8" gate valve 12" influent pipe Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser
Auxiliary Motor	AUX001 AUX001a AUX001b AUX001c AUX001d	Ford - 6 cylinder propane powered LPG tank LPG tank 12 volt battery Trailer
Bar Grating	BRG001	
Bar Screen	BRS001	24" w x 36" h - aluminum

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 2

EQUIPMENT	EQUIP #	DESCRIPTION
Blower #1 Electric Panel	BLE002 BLE002a BLE002b BLE002c BLE002d BLE002e	Enclosure 200 amp sq D circuit breaker Timed contact delay class 90007 Sq D starter class 8502 type SF02 Sq D starter with reset button
Blower #2 Electric Panel	BLE003 BLE003a BLE003b BLE003c BLE003d BLE003e	Enclosure 200 amp sq D circuit breaker Timed contact delay class 90007 Sq D starter class 8502 type SF02 Sq D starter with reset button
Blower #1	BLW001 BLW001a BLW001b BLW001c BLW001d	Roots - Desig 615 RAS, ID #824352120 Air filter assembly 3'x 3' dia Fiberglass filter material B101 belts, super HC 3Vx53C Motor - Century - part #6-313482-02, Fr 324T, type SC hp 40, rpm 1765 3ph, 230/460 volts drive bearing 312 opp bearing 210
Blower #2	BLW002 BLW002a BLW002b BLW002c BLW002d BLW002e BLW002f BLW002g BLW002h BLW002i BLW002j BLW002k	Lamson - serial #721689, cat #F6-6-0AD Spider type coupling w/shroud 12" steel pipe (air header) 12" x 6" reducer 6" wafer valve - flanged 6" x 11" duo check Rubber ferro couplings 8x6 valve w/handle (Rockwell) Filer compartment 8" dia 2'tall Filer 15'tall x 12" dia Time clock mode 2E026 Motor - US Electric, 60hp, eph, 60hz, Fr 326TS, 240/480 volts, 133/66.5 amps, design b. code g, rpm 3540 ID #9204297-888
Breathing Apparatus - Emergency Self Contained	SCB003	5 Minute Air Supply
Breathing Apparatus - Self Contained	GMK002	Lifair 3000
Breathing Apparatus - Emergency Self Contained	SCB004	5 Minute Air Supply
Eye Wash Shower	EWS002	2" Safety Shower

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 3

EQUIPMENT	EQUIP #	DESCRIPTION
Chlorination Piping	CLP004 CLP004a CLP004b CLP004c CLP004d CLP004e CLP004f CLP004g CLP004h CLP004i CLP004j CLP004k CLP004l CLP004m CLP004n CLP004o CLP004p CLP004q CLP004r CLP004s	Auto switchover Injector 0-51 lb rotameter Dayton time switch 1" brass curb stop 1" filter assembly 1" ball valve 1" schedule 40 pvc 1" electronic valve 3/8" vacuum tubing 1" MTA 1" MTA 1" MTA 1" MTA 1" pvc tee 1" 90° bend - pvc 1" 90° bend - pvc 3/4" curb stop 3/4" curb stop
Desk	DSK001	Steel with drawer
Digester	DIG002 DIG002a DIG002b DIG002c DIG002d DIG002e DIG002f DIG002g DIG002h DIG002i DIG002j DIG002k DIG002l	Capacity - 112,208 gallons Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser Diffuser 8" drain pipe 8" gate valve
Effluent Launder	EFL001	Weir plate
Effluent Pipe	EFP001 EFP001a EFP001b EFP001c EFP001d EFP001e	V notch outfall weir box 12" MJ 90° 12" MJ 90° 12" DIP pipe 12" PVC pipe
Electric Control Panel	ECP004 ECP004a ECP004b ECP004c	Main disconnect Lighting panel transformer Transfer switch (future use)
Supernate Pump	DIG002M	SP 50 Pump and 2" Hose

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 4

EQUIPMENT	EQUIP #	DESCRIPTION
Exhaust Fan	EFN003	Broan CFM 270 model #508A, volts 120 hz 60 amps 1.7 sones 6.0
Exhaust Fan	EFN008	Dayton model #3C147A 36" diameter motor 1/2 hp. rpm 1725 volts 115/230 frame N156, pH 1 bearings ball amps 9.6 / 4.8 belt gates #2420 42" x 1/2"
Fence	FEN002	6' high chain link with 3 strands barbed wire - 2 double gates 4900' in length
Fire Extinguisher	FEX002	Pem All rated for ABC fires #HC921606
Flow Meter	FM0001	U.S. Systems, 3700 sonic 120 volts
Flow Meter - Chart Recorder	FMC001	Honeywell model #4500A trimline, chart #30755317, serial #93271237050001, rev. 3, volts 120
Grit Chamber	GRT001	
	GRT001a	12" gate valve
	GRT001b	12" gate valve
Handrails	HDR001	1-5/8" steel
Influent Pipe	INP001	
	INP001a	12" x 8" MJ reducer
	INP001b	12" x 8" MJ reducer
	INP001c	8" gate valve
	INP001d	8" MJ 90° bend
	INP001e	8" flanged 90° bend

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 5

EQUIPMENT	EQUIP #	DESCRIPTION
Lighting Panel	LNP001	
	LNP001a	20 amp breaker
	LNP001b	20 amp breaker
	LNP001c	20 amp breaker
	LNP001d	20 amp breaker
	LNP001e	20 amp breaker
	LNP001f	20 amp breaker
	LNP001g	20 amp breaker
	LNP001h	20 amp breaker
	LNP001i	20 amp breaker
	LNP001j	20 amp breaker
	LNP001k	20 amp breaker
	LNP001l	20 amp breaker
	LNP001m	20 amp breaker
	LNP001n	20 amp breaker
	LNP001o	20 amp breaker
	LNP001p	20 amp breaker
	LNP001q	20 amp breaker
	LNP001r	20 amp breaker
	LNP001s	20 amp breaker
	LNP001t	20 amp breaker
	LNP001u	20 amp breaker
	LNP001v	20 amp breaker
	LNP001w	20 amp breaker
	LNP001x	20 amp breaker
	LNP001y	100 amp breaker
Monitoring Well #1	MNW001	
Monitoring Well #2	MNW002	
Monitoring Well #3	MNW003	
Monitoring Well #4	MNW004	
Monitoring Well #5	MNW005	
Package Water Plant	PWP001	
	PWP001a	Reservoir
	PWP001b	Chlorine Room
	PWP001c	Pump Room
	PWP001d	Aerator
Perculation Pond #1	PPD001	
Perculation Pond #2	PPD002	
Perculation Pond #3	PPD003	
Perculation Pond #4	PPD004	

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 6

EQUIPMENT	EQUIP #	DESCRIPTION
Phase Monitor	PHM001 PHM001a PHM001b PHM001c PHM001d PHM001e PHM001f PHM001g PHM001h	Square D circuit breaker Phase sensor (Syrelec) Time Delay (Syrelec) Switch type DA20 Switch type DA20 Relay - Square D type KUI3 Relay - Square D type KUI3 Relay - Square D type KUI3
Phone	PHN001	
Return Sludge	RAS001 RAS001a RAS001b RAS001c RAS001d	8" eductor pipe Weir box with 1/2" air supply Sludge withdrawal sump 6" withdrawal pipe
Safety Shower & Eyewash	EWS002	
Sludge Collector	SCC001 SCC001a SCC001b SCC001c	Torque tube Sludge Collector arms with rubber attached Rake support arms
Sludge Collector Drive	SCD001 SCD001a SCD001b SCD001c SCD001d SCD001e	Gear reducer size 56CG16A rpm 11 Gear motor 1/3 hp fr FB56P type P Gear reducer coupling Drive chain Drive sproket
Stairs	STR001	Ships ladder with handrailing and non-slip threads
Step Tank	STK001 STK001a	Capacity 750 gallons Pump
Storage Box	SGB002	Tuff - plastic

**INVENTORY LIST FOR
SUNRAY / NASSAU
WWTP (D601)**

Page 7

EQUIPMENT	EQUIP #	DESCRIPTION
Wash Down Water	WDW001	
	WDW001a	1-1/2" pressure type vacuum breaker
	WDW001b	1-1/2" tee
	WDW001c	1-1/2" x 3/4" bushing
	WDW001d	3/4" hose bib
	WDW001e	1-1/2" bronze gate valve
	WDW001f	1" diameter rubber hose
	WDW001g	2" galvanized pipe
	WDW001h	2" x 1-1/2" galvanized 90°
	WDW001i	2" 5 hp pump
	WDW001j	Well pump
	WDW001k	1" diameter rubber hose
	WDW001l	Brass pressure nozzle
	WDW001m	Brass pressure nozzle
	WDW001n	Reservoir 6'dia x 24'long
Waste Flow Line	WAS001	
	WAS001a	1" air supply line
	WAS001b	6" pipe
	WAS001c	6" gate valve flanged
	WAS001d	6" 45° bend flanged
	WAS001e	6" 90° flanged
Water Cooler	WTC001	5 gallon bottled water
Water Tank Mobile	WTM001	Snyder model #LL3661.27 750 gal
Yard Grounds	YRD002	Yard Grounds

EQUIPMENT LIST FOR SUNRAY/NASSAU UTILITIES

[illegible]

**INVENTORY LIST FOR
SUNRAY / NASSAU
LIFT STATION (D801)**

Page 1

EQUIPMENT	EQUIP #	DESCRIPTION
Alarm System	ADT003 ADT003a ADT003b	Focus 45 Control Remote touch pad 1-line FSK communicator
Fence	FEN003	10'x 22' with 8' gate - wood shadow box type
Lift Station Electric Panel	LSE001 LSE001a LSE001b LSE001c LSE001d LSE001e LSE001f LSE001g LSE001h LSE001i LSE001j LSE001k LSE001l	Main/emergency breaker-Westinghouse Main/emergency Breaker-Westinghouse Motor breaker-Westinghouse, QC3070 Motor breaker-Westinghouse Control breaker, Westinghouse, QC1015 Phase Monitor - PWRA220, Protol Alternator PJR110 Hour meter AC200 Engler Hour meter AC200 Engler Time delay - PAR2B, Protol Control relay AA#201, AA Electric HOA Switches H33, telemanique
Phone	PHN003	
Piping System	PLS001 PLS001a PLS001b PLS001c PLS001d PLS001e PLS001f PLS001g PLS001h PLS001i PLS001j PLS001k PLS001l PLS001m PLS001n	4" check valve 4" check valve 4" gate valve 4" gate valve 4" gate valve 4" D.I. tee 4" D.I. tee 4" 90° elbow 4" galv nipple 4" long 4" female hose adapter and lid MS 27024-17 4" D.I. spool 18' long 4" D.I. spool 18' long Pressure gauge Pressure gauge
Pump #1	LSP001	Hydromatic, model S4HRC, 3450 rpm, impeller 6" diameter, hp 15, volts 120/240, phase 3, gpm 253 @ 66.2 TDH
Pump #2	LSP002	Hydromatic, model S4HRC, 3450 rpm, impeller 6" diameter, hp 15, volts 120/240, phase 3, gpm 253 @ 66.2 TDH

**INVENTORY LIST FOR
SUNRAY / NASSAU
LIFT STATION (D801)**

Page 2

EQUIPMENT	EQUIP #	DESCRIPTION
Valve pit	LVP001	9' x 5' with aluminum lid
Wet Well	WW0001 WW0001a WW0001b WW0001c WW0001d WW0001e WW0001f WW0001g WW0001h WW0001i WW0001j WW0001k WW0001l WW0001m WW0001n WW0001o	8' diameter - 22' depth Aluminum hatch Electric box 8" x 8" x 4" Electric box 8" x 8" x 4" Air vent, sch 80. spool flange Air vent, sch 80. spool flange 90° bend 90° bend 4" ductile iron pipe Stainless steel chain Stainless steel chain Stainless steel J hook Float ball Float ball Float ball Float ball
Yard Grounds	YRD003	Yard Grounds

EQUIPMENT LIST FOR SUNRAY/NASSAU UTILITIES

[illegible]

**INVENTORY LIST FOR
SUNRAY / NASSAU
LIFT STATION (D802)**

Page 1

EQUIPMENT	EQUIP #	DESCRIPTION
Alarm System	ADT004 ADT004a ADT004b	Focus 45 control Remote touch pad 1-line FSK communicator
Electric Panel	LSE002 LSE002a LSE002b LSE002c LSE002d LSE002e LSE002f LSE002g LSE002h LSE002i LSE002j LSE002k LSE002l LSE002m LSE002n LSE002o LSE002p LSE002q LSE002r LSE002s LSE002t	Control panel enclosure, Protrol G-0507, 36"x24"x8" Time clock 120 volts 60 HZ E44976 710-001 Time clock 120 volts 60 HZ E44976 710-001 Emergency/main breaker Westinghouse motor breaker QC3070, control breaker QC1015 1 pole breaker Westinghouse 1 pole breaker Westinghouse 1 pole breaker Westinghouse 1 pole breaker Westinghouse 1 pole breaker Westinghouse 1 pole breaker Westinghouse 3 pole breaker for pumps 3 pole breaker for pumps 3 pole breaker for pumps Cutler Hammer starter #A10ENO, nema size 3, series B1 Cutler Hammer starter #A10ENO, nema size 3, series B1 Generator receptacle, Appleton APR10-44 Phase monitor, Protrol PJR110 pilot lights 930 series Time delay, Protrol, PAR2B Control relay AC electric, AAE201 Hand off auto switches, Telemanique, H33 silence P.B., S & S, D2W-10, alarm light, Ohio, RL3K, lighting arrestor, GE
Fence	FEN004	Wood 15' x 20'
Phone	PHN004	

**INVENTORY LIST FOR
SUNRAY / NASSAU
LIFT STATION (D802)**

Page 2

EQUIPMENT	EQUIP #	DESCRIPTION
Piping System	PLS002 PLS002a PLS002b PLS002c PLS002d PLS002e PLS002f PLS002g PLS002h PLS002i PLS002j PLS002k PLS002l PLS002m PLS002n	4" check valve 4" check valve 4" gate valve 4" gate valve 4" gate valve 4" D.I. tee 4" D.I. tee 4" D.I. 90° elbow 4" galv nipple 4" long 4" female hose adapter and lid MS 27024-17 4" D.I. spool 18' long 4" D.I. spool 18' long Pressure gauge Pressure gauge
Pump #1	LSP003	Hydromatic, model S4HRC, rpm 3450, impeller 6" diameter, hp 15, gpm 235 @ 69.5 TDH
Pump #2	LSP004	Hydromatic, model S4HRC, rpm 3450, impeller 6" diameter, hp 15, gpm 235 @ 69.5 TDH
Valve pit	LVP002	Concrete 9'x 9'x 5' deep aluminum hatch
Wet Well	WW0002 WW002a WW002b WW002c WW002d WW002e WW002f WW002g WW002h	8" diameter - depth 20' Piping 4" ductile iron 90° bend 90° bend Stainless steel shear gate with handle Float ball Float ball Float ball Float ball
Yard Grounds	YRD004	Yard Grounds

EQUIPMENT LIST FOR SUNRAY/NASSAU UTILITIES

[illegible]

**INVENTORY LIST FOR
SUNRAY / NASSAU
LIFT STATION (D803)**

Page 1

EQUIPMENT	EQUIP #	DESCRIPTION
Electric Panel	LSE003	Enclosure (size 48" x 36" x 12")
	LSE003a	Main breaker - Westinghouse CA3175
	LSE003h	Pump breaker - Westinghouse QC30904
	LSE003c	Control breaker - Westinghouse QC1010
	LSE003d	GFI breaker - Westinghouse QC1015
	LSE003e	Light breaker - Westinghouse QC1015
	LSE003f	Alarm breaker - Westinghouse QC1010
	LSE003g	Starter Square D - 8536, SEO-1
	LSE003h	Starter Square D - 8536, SEO-1
	LSE003i	Heaters Square D CC103
	LSE003j	Hand auto switches - XB3-B033
	LSE003k	Selector switch - XB3-B021
	LSE003l	Time meter - Engler 10N67
	LSE003m	Time meter - Engler 10N67
	LSE003n	Alternator - diversified ARA-120-ABA
	LSE003o	Relays - A.A. Electric, AAE A201-0
	LSE003p	Thermostat - Dayton 2E158
	LSE003q	Pilot light - Dial Co 95-5710
	LSE003r	Alt Mode Sev. - Allen Bradley - 800TJ2KC1B
	LSE003s	BUSS MDX fuse
	LSE003t	BUSS MDX fuse
	LSE003u	BUSS MDX fuse
	LSE003v	Surge Capacitor - G# 9LI88AB301
Fence	FEN005	6' high, 3 strands barbed wire, 200' length, type chain link
Piping System	PLS003	
	PLS003a	4" 90° Bend
	PLS003b	4" 90° Bend
	PLS003c	4" 90° Bend
	PLS003d	4" 90° Bend
	PLS003e	4" 90° Bend
	PLS003f	4" check valve
	PLS003g	4" check valve
	PLS003h	4" gate valve
	PLS003i	4" gate valve
	PLS003j	4" gate valve
	PLS003k	4" cross
	PLS003l	Gauge - U.S. gauge
	PLS003m	Gauge - U.S. gauge
Pump #1	LSP005	Hydromatic model S4LRC rpm 1750, Imp Dia 11.72", gpm 300 @ 95' TDH hp 20
Pump #2	LSP006	Hydromatic model S4LRC rpm 1750, Imp Dia 11.72", gpm 300 @ 95' TDH hp 20

**INVENTORY LIST FOR
SUNRAY / NASSAU
LIFT STATION (D803)**

Page 2

EQUIPMENT	EQUIPMENT #	DESCRIPTION
Wet Well	WW0003	6' diameter
	WW0003a	Aluminum hatch
	WW0003b	Electric box 12" x 12" x 8"
	WW0003c	Electric box 12" x 12" x 8"
	WW0003d	4" 90° Bend PVC
	WW0003e	4" 90° Bend PVC
	WW0003f	4" PVC - Flange
	WW0003g	4" x 20' DIP Pipe
	WW0003h	4" x 20' DIP Pipe
	WW0003i	Stainless Steel Guide Rod
	WW0003j	Stainless Steel Guide Rod
	WW0003k	Stainless Steel Guide Rod
	WW0003l	Stainless Steel Guide Rod
	WW0003m	Stainless steel chain
	WW0003n	Stainless steel chain
	WW0003o	Alarm float
	WW0003p	Stop float
	WW0003q	#1 pump on float
	WW0003r	#2 pump on float
Yard Grounds	YRD005	Yard Grounds

SUNRAY UTILITIES - NASSAU, INC.

CALCULATION OF PURCHASE PRICE

ANNUAL REPORT PAGE		AT 12/31/95	AT CLOSING
F-5	Utility Plant in Service	\$2,998,104	
F-5	W&S Other Than Reporting Systems	(8,158)*	
F-5	Construction Work in Progress	237,332	
F-5	W&S Other Than Reporting Systems-DEPR.	5,870*	
F-5	Accumulated Depreciation	(720,430)	
F-8	Contributions in Aid of Construction	(415,155)	
F-4	Advance for Construction	<u>(111,795)</u>	
	NET UTILITY PLANT	\$1,985,768	
F-4	Jobs in Progress & Inventory	<u>9,996</u>	
	NET BOOK VALUE	<u>\$1,995,764</u>	

- * Excluded from W&S Other Than Reporting Systems: Assets to be sold (i) water wagon (\$5,550 less depreciation of \$2,432, for a December 31, 1995 value of \$3,118), and (ii) two breathing apparatus (\$3,000 less depreciation of \$500, for a December 31, 1995 value of \$2,500).

EXHIBIT "C"

SUNRAY-NASSAU
CERTIFICATED TERRITORY

IN NASSAU COUNTY, FLORIDA, THE FOLLOWING LANDS:

TOWNSHIP 3 NORTH, RANGE 27 EAST:

The portion of Section 51 lying Southerly of the Railroad Right of Way, and Easterly of Lofton Creek.

The portion of Section 52 lying Easterly of Lofton Creek.

The fractional portion of Section 33, if any, lying in the Southeasterly most corner of Township 3 North, Range 27 East.

TOWNSHIP 3 NORTH, RANGE 28 EAST:

All of Section 37.

All of Section 44, LESS and EXCEPT such portion of the section as may lie Northerly of the right of Way of Green Pine Road, as well as northerly of a line extending Green Pine Road from its intersection with Chester Road, directly and due West to terminate at the North-South boundary line between Range 26 East and Range 27 East, which is also the Westerly boundary line of Section 44.

Section 50, LESS and EXCEPT such portions as may lie Easterly or Northerly of the Right of Way of Blackrock Road (SA-107).

TOWNSHIP 2 NORTH, RANGE 27 EAST:

That portion of Section 38 lying Easterly of Lofton Creek, LESS and EXCEPT the subdivision of Meadowfield Bluffs.

All of Section 39.

All of Section 40.

All of Section 12.

All of Section 37.

All of Section 1.

That portion of Section 13 lying Easterly of Lofton Creek.

That portion of Section 11 lying Easterly of Lofton Creek.

That portion of Section 14 lying Easterly of Lofton Creek.

That portion of Section 24 lying Easterly of Lofton Creek.

EXHIBIT D

TOWNSHIP 2 NORTH - RANGE 28 EAST:

All of Section 30.

The Westerly 1/2 of Section 29.

In Section 32, the Northerly 1/4 of the Northeasterly 1/4 of the Northwestern 1/4 together with the Northwestern 1/4 of the Northwestern 1/4 of said Section.

Section 26, LESS and EXCEPT that part of the Easterly 1/4 platted as MASSAU LAKES SUBDIVISION.

In Section 27, (a) that portion of Government Lot 3 lying Westerly of State Road 107, LESS and EXCEPT such portion thereof as may be platted as Massau Lakes Subdivision; TOGETHER WITH (b) that portion of the Westerly 1/2 LESS and EXCEPT such portion as may be platted as Massau Lakes Subdivision.

Section 25 LESS and EXCEPT so much land in the Northeast 1/4 as may lie Northerly of the Railroad Right of Way (Seaboard Coast Line, a/k/a CSX) and FURTHER LESS and EXCEPT so much of the Southeast 1/4 as may lie Southerly of the Right of Way of SR-200 (U.S. Highway A1A).

That part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a concrete monument at the Southerly corner of Tract "2" as shown on the Plat of Piney Island, as recorded in Plat Book 4, Pages 62 and 63, of the Public Records of said Nassau County, Florida, said point being an intersection of the Northeasterly right of way line of Piney Island Drive (a 60 foot right of way) with the Northwestern right of way line of the Seaboard Coastline Railroad (a 120 foot right of way) both as shown on the said Plat of Piney Island; thence South 30° 54' 59" East, 417.45 feet to an intersection with the Southeasterly right of way line of State Road No. 200 (also known as State Road No. A-1-A), (a 184 foot right of way); and the Point of Beginning; thence North 59° 05' 01" East, along the said Southeasterly right of way line, a distance of 1612 feet more or less to the 3.40 foot elevation contour line; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesternly and Northerly along the said 3.40 foot contour line, a distance of 9500 feet more or less to an intersection with the aforementioned Southeasterly right of way line of State Road No. 200 (Also known as State Road No. A1A), said point lying south 59° 05' 01" West and 1287 feet more or less from the Point of Beginning; thence North 59° 05' 01" East along the said Southeasterly right of way line a distance of 1287 feet more or less to the Point of Beginning.

Those Portions of Sections 40 and 41 more particularly described as:

All of that certain lot, piece or parcel of land situate, lying and being in Section 40, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Southeasterly line of said Section 40, said point lying North 41° 00' East a distance of 3276 feet from the Southeast corner of Section 40, thence North 02° 35' West a distance of 557 feet to a point on the Easterly right of way of a graded County Road (40' r/o/w), thence North 4° 15' West along said right of way a distance of 669 feet to a point, thence North 06° 25' East continuing along said right of way a distance of 664 feet to a point at the intersection of the said Easterly right of way and the Southerly right of way line of the Old Fernandina-Tulee Road (40' r/o/w), thence North 88° 21' East along said right of way line of the Old Fernandina-Tulee Road a distance of 651 feet to a point on the Westerly right of way line of a county road, thence South 18° 50' East along said Westerly right of way line a distance of 890 feet, more or less, to a point on the Section line between said Section 40 and Section 41, thence South 41° 00' West along said Section line a distance of 1352 feet, more or less to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Section 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Section line between said Section 41 and Section 40, said point lying North 41° 00' East a distance of 3376 feet from the Southeast corner of Section 40, thence South 09° 35' East a distance of 44.1 feet to a point, thence South 87° 42' East a distance of 1109 feet to a point on the Westerly right of way line of a graded County Road (40' r/o/w), thence in a Northwesterly direction along the said right of way line and around a curve to the left a distance of 1181 feet to a point on the Section line between said Section 41 and Section 40, thence South 41° 00' West along said Section line a distance of 1252 feet, more or less, to the Point of Beginning.

TOGETHER WITH: all of that certain lot, piece or parcel of land situate, lying and being in Section 40 and 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows:

Beginning at a point on the boundary line between said Section 40 and 41 that lies North 41° 00' East a distance of 3376.0 feet from the Southern most corner of said Section 40; thence South 9° 35' East a distance of 44.1 feet to a point; thence North 87° 42' West, a distance of 73.26 feet, more or less, to a point on the Easterly right of way line of a graded County Road (40' right of way); thence North 02° 37' West, along the Easterly right of way line of said County Road, a distance of 590.38 feet to a point; thence south 05° 35' East, a distance of 557.0 feet to the Point of Beginning.

In Township 2 North, Range 28 East, Nassau County, Florida:

That portion of Sections 24 and 39 lying South of the Seaboard Coastline Railroad and,

The Northeast 1/4 of the Northeast 1/4 of Section 27 and,

That part of Sections 37 and 40 lying North of an Easterly extension of the South line of the North 1/2 of Section 27 and South of the Seaboard Coastline Railroad and,

The Southeast 1/4 of Section 25;

Less and except those portions previously granted by Order Number 19392, dated May 31, 1988.

All parcels of land contained in section 44 north of the centerline of the right-of-way of State Road 200, east of ITT Rayonier private forest road #21, and west of the centerline of the CSX railroad right-of-way contained in township 2 north, range 27 east, Nassau County, Florida.

All parcels of land contained in sections 50 and 51 north of the centerline of the right-of-way of State Road 200 and west of the centerline of the CSX railroad right-of-way lying in township 3 north, range 27 east, Nassau County, Florida.

All lands contained in Section 1 lying west of the CSX railroad right-of-way.

All lands contained in Section 2 lying east of I-95 west of the CSX railroad right-of-way.

All lands contained in Section 11 lying east of I-95, less and except that parcel of land described in Official Records Book 545, Page 1285 of the Public Records of Nassau County, Florida.

All lands contained in Section 14 east of I-95.

All lands contained in Section 23 east of I-95.

All lands contained in Section 41 east of I-95 and west of the CSX railroad right-of-way, less and except a parcel described as follows:

Commence at the intersection of the centerline of the CSX railroad right-of-way and CR-108; proceed in a northwesterly direction 3,900 feet to a point; thence north 10 degrees east for a distance of approximately 3,400 feet until said bearing intersects the centerline of the CSX railroad right-of-way; thence southeasterly directly along the centerline of the CSX railroad right-of-way back to the point of beginning.

All lying in Township 3 North, Range 25 East.

All parcels of land contained in Section 44 east of the ITT Rayonier private forest road #21, less and except the lands described as follows:

Commence at the intersection of the northeast corner of said Section 44 and proceed in a westerly direction along the northerly section line of said Section 44 for a distance of approximately 2,800 feet to a point; thence in a southerly direction along a line perpendicular to the northerly section line of said Section 44 for a distance of approximately 1,300 feet to a point; thence easterly along a line parallel to the northerly section line of said Section 44 for a distance of approximately 1,600 feet to a point at the intersection of the southeast section line of said Section 44; thence northeast along the southeast section line of said Section 44 to the point of beginning.

Also, less and except, those parcels of land described in the Official Records Book 235, Page 514 of the Public Records of Nassau County, Florida.

Also, less and except, those parcels of land described in the Official Records Book 513, Page 91 and Deed Book 81, Page 359 of the Public Records of Nassau County, Florida.

All lying in Township 2 North, Range 27 East.

All lands contained in Sections 50 and 56 west of U.S. 17, less and except that parcel which is described as follows:

Commence at the intersection of the centerline of U.S. 17 and the southeast section line of said Section 50; proceed northwest along the centerline of U.S. 17 approximately 5,500 feet to a point; thence southwest perpendicular to the centerline of U.S. 17 approximately 1,100 feet to a point; thence southeast parallel to the centerline of the CSX railroad right-of-way to a point of intersection with ITT Rayonier private forest road #55; thence southerly along the centerline of said forest road #55 to the intersection of the south section line of said Section 50; thence east along the south section line of said Section 50 to the southeast corner of Section 50; thence northeast along the southeast section line of said Section 50 to the point of beginning.

All lands contained in Sections 50, 53, 54, 55 and 56 east of the centerline of the U.S. 17 right-of-way south of Grandall Road, ITT Rayonier private forest road #9 and Roxas Bluff Road, less and except that parcel of land described by exception 33 of Deed Book 99, Page 413 of the Public Records of Nassau County, Florida; and less and except that parcel contained in Sections 50, 53, 54, 55 and 56 described as follows:

Commence at the intersection of the centerline of U.S. 17 and the southeasterly section line of said Section 50; proceed northeast along the southeast section line of said Section 50 approximately 3,300 feet to a point; thence northwest perpendicular to the southeast section line of said Section 50 for a distance of approximately 14,000 feet to a point; thence southwesterly and parallel to the southeast section line of said Section 50 for a distance of approximately 2,400 feet to a point at the intersection of the centerline of U.S. 17; thence southeast along the centerline of U.S. 17 to the point of beginning.

All lands contained in Section 51 north of IR-200A east of the west line of the parcel described in the Official Records Book 351, Page 737 of the Public Records of Nassau County, Florida, south of the ITT Rayonier private forest road #35, less and except the Priest lots 5 and 6 as described in Deed Book 95, Page 448 of the Public Records of Nassau County, Florida; and those parcels described in the Official Records Book 389, Page 124, the Official Records Book 546, Page 1286, and the Official Records Book 575, Page 431 of the Public Records of Nassau County, Florida.

All lying in Township 3 North, Range 27 East.

Less and except all parcels of land contained in section 44, township 2 north, range 27 east, Nassau County, Florida, south of the centerline of the right-of-way of State Road 200.

Less and except all parcels of land contained in section 50, township 3 north, range 27 east, Nassau County, Florida, lying south of Lofton Creek and southeast of a tributary of Lofton Creek which crosses U.S. 17 approximately 7,600 feet northwest of the intersection of U.S. 17 and the southwest boundary of section 50, township 3 north, range 27 east, Nassau County, Florida.

LEGAL DESCRIPTION OF TRACT "B" BEING A PORTION OF GOVERNMENT LOT 2, SECTION 27 AND A PORTION OF SECTION 40, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

FOR: RAYLAND COMPANY, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 2, SECTION 27 AND A PORTION OF SECTION 40, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 555, PAGE 869 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A CONCRETE MONUMENT SET AT THE POINT WHERE THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 107, (A 66-FOOT RIGHT-OF-WAY AS ESTABLISHED) INTERSECTS THE NORTHERLY RIGHT-OF-WAY LINE OF PARLIAMENT DRIVE (RIGHT-OF-WAY VARIES) AND RUN SOUTH 74°-50'-00" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO A CONCRETE MONUMENT FOUND AT AN ANGLE POINT; RUN THENCE SOUTH 68°-02'-40" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 84.59 FEET TO A SECOND ANGLE POINT; RUN THENCE SOUTH 74°-50'-00" WEST; CONTINUING ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 59.11 FEET TO A 5/8-INCH REBAR (FOUND) AT THE SOUTHEAST CORNER OF TRACT "A", NASSAU LAKES SUBDIVISION - PHASE 1-A, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGES 70 AND 71, PUBLIC RECORDS OF SAID COUNTY; RUN THENCE NORTH 00°-40'-39" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "A", A DISTANCE OF 126.89 FEET TO A CONCRETE MONUMENT FOUND AT AN ANGLE POINT; RUN THENCE NORTH 14°-38'-53" EAST, CONTINUING ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 526.20 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTHERLY LINE OF GOVERNMENT LOT 1 (AS FOUND MONUMENTED); RUN THENCE NORTH 89°-12'-41" EAST, ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 350.00 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 107; RUN THENCE SOUTH 40°-16'-30" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 65.10 FEET TO A CONCRETE MONUMENT FOUND AT A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 107, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 606.69 FEET, A CHORD DISTANCE OF 462.71 FEET TO A CONCRETE MONUMENT FOUND AT THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 17°-51'-30" WEST; RUN THENCE SOUTH 04°-33'-30" EAST, CONTINUING ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 354.11 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 6.00 ACRES. MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD LYING WITHIN.

LEGAL DESCRIPTION OF TRACT "C" BEING A PORTION OF GOVERNMENT LOT 3. SECTION 27. TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY. FLORIDA

FOR: RAYLAND COMPANY, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 2. SECTION 27, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY. FLORIDA, SAID PARCEL BEING A PORTION OF LANDS RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 555, PAGE 869 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A CONCRETE MONUMENT FOUND AT THE POINT WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF PARLIAMENT DRIVE (RIGHT-OF-WAY VARIES) INTERSECTS THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 107 (A 66 FOOT RIGHT-OF-WAY AS ESTABLISHED) AND RUN SOUTH 04°-33'-30" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1126.13 FEET TO A CONCRETE MONUMENT (FOUND); RUN THENCE SOUTH 89°-29'-53" WEST, ALONG THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF I.T.T. RAYONIER, INC., A DISTANCE OF 400.00 FEET TO A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF TRACT "D", NASSAU LAKES SUBDIVISION - PHASE 1-B. ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGES 72 AND 73, PUBLIC RECORDS OF SAID COUNTY; RUN THENCE NORTH 00°-59'-55" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "D" AND THE EASTERLY LINE OF TRACT "C", NASSAU LAKES SUBDIVISION - PHASE 1-A, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGES 70 AND 71. PUBLIC RECORDS OF SAID COUNTY. A DISTANCE OF 1047.45 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARLIAMENT DRIVE; RUN THENCE NORTH 74°-50'-00" EAST. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE. A DISTANCE OF 79.30 FEET TO A CONCRETE MONUMENT FOUND AT AN ANGLE POINT; RUN THENCE NORTH 81°-37'-20" EAST. CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 84.59 FEET TO A CONCRETE MONUMENT FOUND AT A SECOND ANGLE POINT; RUN THENCE NORTH 74°-50'-00" EAST. CONTINUING ALONG SAID LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 174.62 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 9.11 ACRES. MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD LYING WITHIN.

LEGAL DESCRIPTION OF TRACT "A" BEING A PORTION OF SECTION 26 AND A PORTION OF SECTION 27, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

FOR: RAYLAND COMPANY, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 26 AND A PORTION OF SECTION 27, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 555, PAGE 869 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID SECTION 27 AND RUN NORTH 88°-49'-03" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 27. A DISTANCE OF 2637.50 FEET TO A "RAYONIER" MONUMENT FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 27. THE SAME BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 1: RUN THENCE SOUTH 00°-59'-55" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1. A DISTANCE OF 1386.43 FEET TO A "RAYONIER" MONUMENT FOUND OF THE NORTHWEST CORNER OF GOVERNMENT LOT 2 (AS FOUND MONUMENTED); THENCE CONTINUE SOUTH 00°-59'-55" EAST, ALONG THE WESTERLY LINE OF GOVERNMENT LOT 2. A DISTANCE OF 375 FEET MORE OR LESS TO A POINT ON A NORTHERLY LINE OF NASSAU LAKES SUBDIVISION-PHASE 1-A. ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGES 70 AND 71. PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE APPROXIMATE NORTHERLY EDGE OF WATER OF BAHAMA LAKE (AS SHOWN ON SAID SUBDIVISION PLAT); RUN THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERLY EDGE OF WATER OF SAID BAHAMA LAKE. A DISTANCE OF 380 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, OF AFOREMENTIONED NASSAU LAKES SUBDIVISION-PHASE 1-A: RUN THENCE NORTH 26°-11'-50" WEST, ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 300 FEET, MORE OR LESS TO A 1/2-INCH IRON PIPE FOUND AT THE NORTHEAST CORNER THEREOF; THENCE CONTINUE NORTH 26°-11'-50" WEST, A DISTANCE OF 60.41 FEET TO A CONCRETE MONUMENT (FOUND); RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN THE NORTHERLY RIGHT-OF-WAY LINE OF NASSAU LAKES CIRCLE (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED), SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 339.20 FEET, A CHORD DISTANCE OF 110.00 FEET. TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 65°-51'-38" WEST; RUN THENCE SOUTH 75°-11'-31" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 173.12 FEET TO THE MOST EASTERLY CORNER OF LOT 13, BLOCK 2, SAID NASSAU LAKES SUBDIVISION-PHASE 1-A: RUN THENCE NORTH 58°-40'-43" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT

15, BLOCK 2, A DISTANCE OF 540 FEET MORE OR LESS TO THE MOST NORTHERLY CORNER THEREOF, SAID POINT LYING ON THE EASTERLY EDGE OF WATER OF LAKE PARADISE (AS SHOWN ON AFOREMENTIONED SUBDIVISION PLAT); RUN THENCE IN A SOUTHERLY AND SOUTHWESTERLY DIRECTION ALONG THE EDGE OF WATER OF LAKE PARADISE, THE SAME BEING A WESTERLY AND NORTHERLY LINE OF SAID NASSAU LAKES SUBDIVISION-PHASE 1-A, A DISTANCE OF 1200 FEET. MORE OR LESS TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 2. SAID NASSAU LAKES SUBDIVISION-PHASE 1-A; RUN THENCE SOUTH 48°-52'-57" WEST. ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, BLOCK 2. AND THE SOUTHWESTERLY PROLONGATION THEREOF, THE SAME BEING A NORTHWESTERLY LINE OF BLOCK 4 OF SAID NASSAU LAKES SUBDIVISION-PHASE 1-A, A DISTANCE OF 1360 FEET MORE OR LESS TO A 1/2-INCH IRON PIPE FOUND AT THE MOST WESTERLY CORNER OF LOT 6, BLOCK 4, SAID NASSAU LAKES SUBDIVISION-PHASE 1-A; RUN THENCE NORTH 18°-07'-39" WEST, A DISTANCE OF 3283.10 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTHERLY LINE OF AFOREMENTIONED SECTION 26; RUN THENCE NORTH 89°-52'-00" EAST. ALONG SAID NORTHERLY LINE, A DISTANCE OF 1166.70 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 170.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD LYING WITHIN.

EXHIBIT E

Primary Utility Site

A portion of Sections 1, 12 and 37, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersections of the centerlines of State Road No. 200A, a 100 foot right-of-way as now established, and State Road No. 200, A1A, a 184 foot right-of-way as now established; run thence South $00^{\circ} 23' 30''$ East, a distance of 96.59 feet to a point lying on the Southerly right-of-way line of said State Road 200; run thence along said Southerly right-of-way line North $72^{\circ} 46' 59''$ West, a distance of 900.0 feet; run thence South $08^{\circ} 43'$ West, a distance of 1660.0 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South $08^{\circ} 43'$ West, a distance of 1550.0 feet; run thence North $81^{\circ} 17'$ West, a distance of 950.0 feet; run thence North $08^{\circ} 43'$ East, a distance of 1550.0 feet; run thence South $81^{\circ} 17'$ East, a distance of 950.0 feet to the Point of Beginning.

LESS AND EXCEPT, the northerly 70.0 feet of the parcel described above.

EASEMENT, OPTION AND PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 1996, by and between RAYONIER, INC, a North Carolina corporation ("Owner"), and UNITED WATERWORKS INC., a Delaware corporation ("Utility").

R E C I T A L S:

1. Utility is the owner of the real property located in Nassau County, Florida, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Primary Utility Site"), which, together with the improvements thereon, comprise a portion of a water treatment and distribution system, and wastewater collection, treatment and disposal system (collectively, the "Utility System").

2. Owner is the owner of the real property located in Nassau County, Florida, and more particularly described on Exhibits B and C attached hereto and made a part hereof (respectively, the "Disposal Site" and "Replacement Property").

3. Groundwater flows in a southwesterly direction from the Disposal Site and the Primary Utility Site, which may result in the migration of Risk Substances (or a concentration of sodium or other elements which may or may not be Risk Substances but are in excess of regulatory standards) from the Disposal Site and the Primary Utility Site such that remediation is required, and/or Owner or Utility is required to extend the zone of discharge of the Disposal Site or the Primary Utility Site in a southerly direction in order to retain the permits necessary for the continuation of their respective operations thereon.

4. Some of the improvements which are an integral part of the operations conducted by Utility on the Primary Utility Site may be located on or at the perimeter of the Disposal Site.

5. Owner and Utility, for themselves, their successors and assigns, wish to set forth their agreement with respect to their respective rights and obligations as to the operation or existence of the Primary Utility Site, Replacement Site and Disposal Site.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **RECITALS**

The foregoing Recitals are true and correct, and are by this reference incorporated herein and made a part hereof.

2. **GRANTS OF EASEMENT**

a. Owner hereby grants to Utility a non-exclusive easement over, under and across that portion of the Disposal Site more particularly described on Exhibit D attached hereto and made a part hereof (the "Easement Property") for access to and the right to enter upon the Easement Property for the purpose of the improvement, replacement, inspection, operation, repair and maintenance of water and wastewater collection and distribution lines and related facilities located on or at the perimeter of the Easement Property on the date hereof. Nothing herein shall be construed to create a right of access to the Easement Property over

that portion of the Disposal Site that is not included as part of the Easement Property.

b. Utility hereby grants to Owner a non-exclusive easement under and across the Primary Utility Site for the installation, maintenance, repair, replacement or removal of monitoring wells and other activities associated with monitoring groundwater flow, for the purpose of conducting remediation activities, or the activities contemplated by paragraph 7 of this Agreement.

c. Utility and Owner hereby agree to cooperate in the management of groundwater discharge from their respective properties, including without limitation the grant of a subsurface zone of discharge easements under the Primary Utility Site and property of Owner adjacent to and to the southwest of the Primary Utility Site to extend the zones of discharge of the Disposal Site and for the Primary Utility Site to the extent necessary for Owner and Utility to obtain or maintain their respective permits to operate the Disposal Site and Primary Utility.

d. The easements granted hereby shall be for the sole benefit of the respective owners of the Primary Utility Site and Disposal Site, their successors and assigns, and are not intended, and shall not be construed, to create any right in or for the benefit of any third party or the general public.

e. The respective easements granted hereby shall not be used in such a manner as to interrupt or interfere with the business operations of Utility or Owner, and the party exercising

easement rights hereunder shall repair and restore any property of the other damaged or disturbed as a result thereof to the same condition as existed prior thereto. Further, if the existence or effect of the zone of discharge easement would be the basis of a denial or revocation of the permit(s) to operate the Primary Utility Site or the Disposal Site, the easement shall be limited to the extent necessary to eliminate the easement as a reason for the denial or revocation of such permit(s).

f. The party exercising easement rights granted hereby agrees to indemnify, defend and save the other harmless of and from any and all claims, demands, losses, expenses, attorneys fees, causes of action, judgments, and liabilities which may arise as a result thereof, whether such matters relate to injury to person or property or otherwise.

g. The easements granted hereby are incorporeal and are easements appurtenant and shall run in favor of the respective owners of the property which each is intended to benefit and shall be binding upon the parties hereto and their successors in title as an appurtenance to the land, and not as a personal covenant.

3. GRANT OF OPTION

Utility hereby grants to Owner an irrevocable and exclusive right and option (the "Option") to purchase all or any portion of the Primary Utility Site and the improvements thereon in accordance with the terms hereof (that portion of the Primary Utility Site with respect to which the Option is exercised shall be referred to herein as the "Option Property", and the Replacement Property and

remainder of the Primary Utility Site, if any, shall be referred to herein as the "New Utility Site"). The Option shall be exercisable by Owner at its sole discretion but only in the event that: (i) any federal, state or local agency regulating the operation of the Primary Utility Site or Disposal Site requires remediation activities on the Primary Utility Site as a result of the migration of Risk Substances (or a concentration of sodium or other elements which may or may not be Risk Substances but are in excess of regulatory standards) thereto from the Disposal Site; or (ii) the zone of discharge of the Disposal Site extends to a point lying within the Primary Utility Site. It is the intent of the parties that the Owner may utilize any portion of the Primary Utility Site (and improvements thereon) that is not included as part of the Option Property as part of the New Utility Site, subject to Utility's approval as required by paragraph 8 below. Whether or not the Option Property includes all of the Primary Utility Site, Owner shall convey all of the Replacement Property to Utility if the Option is exercised.

4. OPTION PERIOD

Owner may exercise the Option at any time for a period of 20 years from and after the date hereof.

5. EXERCISE OF OPTION

Owner shall exercise the Option by giving Utility written notice thereof (the "Option Notice"), accompanied by a statement that one of the events described in paragraph 3(i) or (ii) above

has occurred, specifying details sufficient to permit Utility to independently verify the same.

6. CONTRACT OF SALE

Immediately upon the exercise of the Option, this Agreement shall become a purchase and sale agreement for the Option Property and the Replacement Property.

7. RECONSTRUCTION OF IMPROVEMENTS

Utility shall not be obligated to convey the Option Property to Owner until such time as replacement facilities which are functionally equivalent to those located on the Primary Utility Site and meet then current regulatory requirements have been constructed on the New Utility Site and connected to the remainder of the Utility System, all at Owner's expense and at no cost or expense to Utility, such that the capacity and efficiency of the Utility System shall be at least equal to the capacity and efficiency thereof at the time of Owner's exercise of the Option, and regulatory approval to own and operate the New Utility Site and all replacement facilities thereon shall have been obtained.

8. APPROVAL BY UTILITY

The improvements on the New Utility Site shall be designed and engineered with the participation of Owner, Utility, and their professionals, and the final plans and specifications therefor shall be reasonably satisfactory to each. Since final plans and specifications may be necessary in order to enable Owner to determine whether any of the Primary Utility Site may be incorporated into the New Utility Site, until the plans and

specifications are finally agreed to, Owner shall not be obligated to specifically identify the Option Property. The parties agree to negotiate in good faith to resolve any differences which may arise from time to time in the course of conducting the activities contemplated by this paragraph.

9. PERMITTED ENCUMBRANCES

a. Permitted Encumbrances shall not be deemed or construed to render title to the Option Property or Replacement Property unmarketable, and the obligations of the parties to be performed pursuant to this Agreement shall not in any respect be enlarged or diminished by reason thereof. The prospective grantee shall notify the prospective grantor in writing no later than 60 days after the grantee's receipt of the title insurance commitments provided pursuant to paragraph 17 hereof, of any alleged defect in the grantor's title to the real property being conveyed (other than those excepted herein and the Permitted Encumbrances), such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in the grantor's title (other than the Permitted Encumbrances) which, in the reasonable opinion of the grantee's counsel, render or may render the grantor's title unmarketable and/or uninsurable. Any objections to title to the extent not shown on the notice furnished by the grantee to the grantor in accordance with the provisions of this paragraph shall be deemed to have been waived by the grantee for all purposes hereof and the grantee shall not be entitled to any damages or other remedies as a result thereof. The grantor shall

be entitled to ninety (90) days time to eliminate any of the objections to title set forth in the grantee's notice. In the event the Utility shall be unable to deliver title herein required, then the Owner shall have the right either: (a) to accept whatever title the Utility is able to convey; or (b) to reject title and sue for specific performance or damages. In the event the Owner is unable to deliver the title herein required, then the Owner shall: (i) provide another site to which title as required hereby can be delivered; or (ii) forego its right to exercise the Option. The grantee shall not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter, provided: (a) the same may be satisfied with the payment of money and the grantor, at its option, elects to do so by paying same at or prior to the conveyance of the property being conveyed to the grantee; or (b) any mechanic's lien or other encumbrance which can be released of record, bonded or transferred of record to substitute security so as to relieve the property being conveyed of such mechanic's liens or other encumbrances by the grantor at or before Closing, and the grantor elects to do so prior to Closing; or (c) the title insurance company issuing the title insurance commitments referred to above is willing to affirmatively insure against such matter and is willing to insure against the enforcement thereof against the property being conveyed.

b. As used herein, "Permitted Encumbrances" means and includes the following:

(1) All present and future building restrictions, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Primary Utility Site or Replacement Property, as the case may be; provided, however, that such restrictions, regulations, laws, ordinances, resolutions and orders shall not as of the Closing Date materially impair the existing or reasonably anticipated future operation of the Utility System.

(2) Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds," none of which however shall as to the Replacement Property materially impair or restrict the use thereof for the operation of the Utility System.

(3) All of the matters shown as Permitted Encumbrances on Exhibit E attached hereto and such other matters as are permitted under the terms of this Agreement.

Nothing herein shall be construed to include as Permitted Encumbrances mortgages or other liens on the property being conveyed, and the property to be conveyed hereby shall be conveyed free of all liens and encumbrances.

(4) All matters of record to which the Option Property or Replacement Property is subject as of the date hereof.

10. REPRESENTATIONS AND WARRANTIES

By the conveyance of the Option Property and Replacement Property, respectively, each of the parties shall be deemed to represent and warrant as to itself and as of the Closing Date, as follows (for purposes of this paragraph 10, Utility makes no representations or warranties with respect to conditions existing on the Primary Utility Site as a result of groundwater, surface water or soil contamination which was released or migrated from the Disposal Site to the Primary Utility Site, or to existing conditions at, on or under the Primary Utility Site on the date hereof):

a. It is an entity duly organized, validly existing, and in good standing under the laws of its state of organization, and has full power to carry on its business as then being conducted, to enter into the transactions contemplated by this Agreement, and to carry out the provisions hereof.

b. (i) No provisions of its governing documents, or of any agreement, including, without limitation, lease, license, franchise or permit, to which it is then a party or by which it is then bound or affected, has been or will be violated by the performance or satisfaction of any agreement or condition herein contained or provided for upon its part to be performed or satisfied, and (ii) all requisite authorizations required by any instruments or agreements then existing for such execution, delivery, performance, satisfaction and consummation by it have been duly obtained.

c. All internal actions required to be taken by it in authorizing the transactions contemplated hereby will have been taken by the time of such conveyance.

d. All documents executed pursuant hereto on its behalf will be duly authorized, validly executed and delivered and will be binding upon it in accordance with their terms.

e. It is then in sole and exclusive possession of the property being conveyed and is then delivering sole and exclusive possession of the property being conveyed to the grantee.

f. As grantor, except for Permitted Encumbrances, it is the sole owner of the property being conveyed.

g. As grantor, except for Permitted Encumbrances, there are no liens, claims or encumbrances of whatever type or nature upon or against the property being conveyed.

h. As grantor, improvements on the property being conveyed are being operated in accordance with applicable permits.

i. As grantor, it has no knowledge and has not been notified of the existence of any violation of any statutes, ordinances, governmental rules, regulations, permits, conditions, or other governmental requirements of any type or nature including, but not limited to, those of the U.S. Environmental Protection Agency, Florida Department of Environmental Protection, Nassau County Commission, St. Johns River Water Management District or the Florida Public Service Commission applicable to the ownership, maintenance, construction or operation of any portion of the property being conveyed, nor of any conditions which by reason of

the passing of time or the giving of notice would constitute a violation.

j. As grantor, it has no knowledge of and its records do not disclose any ground water, surface water, or soil contamination of the property being conveyed caused by any Risk Substance (as hereafter defined) which was released or which migrated from the property being conveyed which would or could necessitate taking remedial or protective action, and there is no asbestos on the property being conveyed with respect to which removal, encapsulation or other preventative action is required by law, rule or regulation. There are no enforcement actions or, to its knowledge, any investigations pending by any federal, state, or local governmental agency or any pending claims or complaints by any private third parties regarding spills, leaks, or losses of Risk Substances on the property being conveyed. It has no knowledge of and records do not disclose that any Risk Substances are being generated, used, stored, treated, or currently being, or have been, spilled, released, discharged, disposed of, placed, or otherwise caused to become located in, on, under, or upon any of the property being conveyed or the structures thereon, except for such Risk Substances as are lawfully and safely present on the property being conveyed.

k. As grantor, its records do not reflect and it has no knowledge of the use on the property being conveyed of any Risk Substance, other than (as to the Primary Utility Site only) those treatment chemicals normally associated with the operation of

wastewater and water utility systems, including also the oils, gasoline, diesel fuel, grease, solvents and/or detergents as might be used ancillary to operation of mechanical equipment, including motor vehicles, at, upon or across the property being conveyed in connection with its normal use. Its records do not reflect and it has no knowledge of any use by consent or by trespass of the property being conveyed for disposal of Risk Substances. Its records do not reflect and it has no knowledge of any claim or notice of violation of any Federal, State or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the property being conveyed of any Risk Substances. No underground storage tanks used for the storage of Risk Substances have been placed on the property being conveyed.

1. It has performed all of the conditions to the closing of the transactions contemplated hereby which should be performed by it prior thereto.

m. There are no legal proceedings or governmental investigations pending before any court, governmental body, or any other duly constituted tribunal, or, to the best of its knowledge, threatened or in prospect, against or relating to it or its business or properties, the results of which, if adversely determined, could materially adversely affect its ability to consummate the transactions contemplated by this Agreement.

11. UTILITY'S COVENANT

Utility will reasonably cooperate with Owner by providing Owner with reasonable access to the Primary Utility Site and

records and facilities relating to the operation of the improvements thereon to facilitate the design and construction of replacement improvements as contemplated by paragraph 7 above, and the performance by Owner of other matters contemplated hereby.

12. COVENANT OF OWNER

Owner hereby covenants and agrees that in conducting any activities on the Primary Utility Site that are contemplated hereby, it will do so in a manner that will minimize interference with the business operations of Utility thereon.

13. ENVIRONMENTAL ACCOUNTABILITY

a. This transaction is a commercial transaction by and between knowledgeable parties for the purchase and sale of real estate with respect to which the representations and warranties set forth in paragraph 10(i), (j) and (k) have been made by each party as grantor. The terms of this Agreement have been determined by and through negotiations, and the property to be conveyed by each is and shall continue to be used for and as a commercial purpose. For purposes of this paragraph 13, Utility disclaims any responsibility for, and makes no representations, warranties or indemnities with respect to, conditions existing on the Primary Utility Site as a result of groundwater, surface water or soil contamination which was released or migrated from the Disposal Site.

b. For purposes of this Agreement, "Risk Substances" consist of "hazardous wastes," "hazardous substances," "hazardous materials," "oil" and "petroleum products" each of which shall have

the meanings set forth in the Federal Resource Conservation and Recovery Act (RCRA, 42 U.S.C. 6901 et. seq., together with all amendments and re-enactments thereto), the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA/Superfund/SARA, 42 U.S.C., 9601, et seq., together with all amendments and re-enactments thereto), the Federal Hazardous Materials Transportation Act, the Federal Clean Water Act, and corresponding state and local laws and ordinances, as such acts, laws, or ordinances are currently in effect. The term "hazardous waste" shall include, without limiting the generality of the foregoing, polychlorinated biphenyls ("PCBs"), chemicals covered by one or more provisions of the Emergency Planning and Community Right-to-Know Act of 1986, (42 U.S.C. §§11001-11050, and its implementing regulations,) and substances or materials which would constitute the basis for the necessity of taking remedial or protective action if required to comply with any of the foregoing acts, laws or ordinances.

c. Each party as grantor has no knowledge of, and its records do not disclose, any ground water, surface water, or soil contamination of the property to be conveyed by it caused by any Risk Substance which was released or which migrated from such property which would or could necessitate taking remedial or protective action.

d. There are no enforcement actions or, to the knowledge of either party as grantor, any investigations pending by any federal, state, or local governmental agency or any pending

claims or complaints by any private third parties regarding spills, leaks, or losses of Risk Substances on the property being conveyed by it. As grantor, it has no knowledge of and its records do not disclose that any Risk Substances are being generated, used, stored, treated, or currently being, or have been, spilled, released, discharged, disposed of, placed on or otherwise caused to become located in, on, under, or upon any of the property being conveyed or the structures thereon, except for such Risk Substances as are presently, and as of the date of each conveyance will be, lawfully and safely present on the property being conveyed. Utility makes no representations to Owner as to the presence or absence of Risk Substances (or concentrations of sodium or other elements which may or may not be Risk Substances but are in excess of regulatory standards) on or under the Primary Utility Site as a result of groundwater migration from the Disposal Site.

e. The records of each party as grantor do not reflect and it has no knowledge of the use of the property being conveyed of any Risk Substance other than those treatment chemicals normally associated with the operation of wastewater and water utility systems (as to the Primary Utility Site), and the oils, gasoline, diesel fuel, grease, solvents and/or detergents as might be used ancillary to operation of mechanical equipment, including motor vehicles, at, upon or across the property being conveyed in connection with construction and its normal use. The records of each party as grantor do not reflect and it has no knowledge of any past or present use by consent or by trespass of the property being

conveyed for disposal of Risk Substances. The records of each party as grantor do not reflect and it has no knowledge of any claim or notice of violation of any Federal, State, or local law, regulation or ordinance governing the use, handling, storage or disposition of any Risk Substances at or upon the property being conveyed. To the best of the knowledge of each as grantor, there are not now nor have there been underground storage tanks used for the storage of Risk Substances of the property being conveyed.

f. Owner shall undertake a Phase I site investigation to determine the presence in or under the Replacement Property of chemical contamination. Utility shall be obligated to accept title to the Replacement Property and convey to Owner the Option Property only if the site investigation does not reveal Risk Substances or chemical contamination which would mandate remediation under U.S. Environmental Protection Agency or Florida Department of Environmental Protection laws or regulations, or the presence of Risk Substances on the Replacement Property not requiring such remediation. If the site investigation reveals (a) no contamination, or (b) only trace constituents of chemical contamination not mandating remediation, then this Agreement shall proceed to Closing as contemplated hereby.

g. Each party as grantor covenants with the other as grantee that in the event any Risk Substance is discovered on the property after the conveyance thereof to the grantee, neither party as grantee shall bring suit against the other or seek other legal recourse against the other, or make any claim, crossclaim or

counterclaim against the other as a result thereof, unless the grantee reasonably believes that such contamination was placed on the property conveyed to it by the negligent or intentional act of the grantor after the date of the conveyance of the property to grantee. The parties are not hereby and shall not be required to indemnify or hold harmless any other party for any judgments, damages, punitive damages, penalties, fines, costs, liabilities, sums paid in settlement of claims, interest, losses, attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees and expert fees (hereinafter called "Damages") that arise directly or indirectly from or in connection with any action brought against any party by any federal, state, municipal or local governmental body or agency. The grantor shall indemnify and hold the grantee harmless from and against all Damages arising out of claims of third parties (other than governmental bodies or agencies) as a result of contamination that occurred prior to the date of the conveyance. Further, the grantor shall indemnify and hold the grantee harmless from and against all Damages arising out of claims of third parties (other than governmental bodies or agencies) as a result of contamination occurring after the date of the conveyance to the extent that any such Damage arises out of facts that constituted a violation of the grantor's permits governing the operation of the property conveyed to it. Provided, however, that Utility shall not be obligated to indemnify Owner against damages with respect to the groundwater migration of contaminants to the Primary Utility Site from the

Disposal Site, and Owner's obligation to indemnify Utility against Damages with respect to such contaminants shall be limited as to time only by applicable statutory limitations periods.

h. Notwithstanding the other provisions of this paragraph 13, in the event that Owner or Utility shall be required to take any remedial action on the property of the other as a result of the groundwater migration of contaminants in order to comply with the requirements of any federal, state or local law or ordinance, any regulation or rule issued pursuant thereto or any permit issued by any federal, state or local agency regulating the operation of the Disposal Site or Utility Site, each shall permit the other to enter upon the property on which the remedial action is taken and take such reasonable remedial actions as may be required for each to comply with such laws, ordinances, regulations, rules and permits. The entry by either party upon the property of the other and the remedial action taken thereon shall be accomplished at such times and in such manner as to create the minimum amount of interference and inconvenience to business operations and shall be coordinated with the owner of the property on which such activities are to take place Utility. In the event that either shall be required by any federal, state or local law or ordinance, or any regulation, rule or permit issued by any federal, state or local agency to take any remedial action or correct any condition occurring or existing on their own property relating to or resulting from the groundwater migration of contaminants from property of the other, the owner of the property on which the

activities are to take place shall, if the other fails to take such action after written notice, be reimbursed by the other for all such actions taken, expenses, incurred and funds expended. Neither party shall enter into any consent order or other agreement with any private party or any federal, state or local governmental entity or agency to pay any penalty or undertake any remedial action relating to or resulting from operation of the property of the other without the prior written consent of the property owner affected by such order or agreement, which prior written consent shall not be unreasonably withheld.

i. This paragraph 13 sets forth the exclusive rights, duties, liabilities and obligations of the parties to this Agreement with respect to the matters set forth in this paragraph.

14. CONDITIONS PRECEDENT TO CLOSING

The obligations of each party to close the transactions contemplated by this Agreement are subject to the conditions that, on the Closing Date:

a. No action for injunctive relief shall have been filed against either party which prevents or if granted would prevent, the consummation of the transactions contemplated hereby.

b. Each party shall have performed all the undertakings required to be performed by it under the terms hereof prior to or at Closing, unless previously waived by the other party.

c. All warranties and representations herein of both parties shall be true as of the Closing Date, unless waived by the other party.

d. An Future Acceptable Order of the Florida Public Service Commission (the "Commission") shall have been obtained. For purposes of this Agreement, the term "Future Acceptable Order" shall mean an order issued by the Commission which order is not appealed or for which a reconsideration is not requested within the applicable time periods: (i) approving the transfer of the Replacement Property to the Utility in accordance with and subject to all of the terms of this Agreement, without negating, voiding, or materially and substantively altering the provisions of the Agreement and Exhibits hereto; (ii) approving the transfer of the Option Property from the Utility to the Owner in accordance with the terms of this Agreement; (iii) approving the Utility charging the same plant capacity charges, guaranteed revenue charges and other then current water and wastewater monthly or other periodic rates and charges as were being charged to the Utility's customers immediately prior to the consummation of the transactions contemplated hereby; and (iv) approving the inclusion of not less than the Net Book Value of the Primary Utility Site for the New Utility Site in the Utility's rate base.

e. All certificates, permits, licenses, franchises and other rights required for the operation of the improvements on the New Utility Site shall have been obtained by the Utility. All such certificates, permits, licenses, franchises and other rights shall be obtained at the expense of the Owner.

15. REGULATORY MATTERS

The Utility, with the cooperation of the Owner, shall be responsible for securing a Future Acceptable Order of the Commission to permit the ownership and operation of the New Utility Site pursuant to the requirements of Chapter 367, Fla. Stat. Owner shall reimburse Utility for all costs incurred in connection therewith. The application to the Commission shall be executed by Owner as well as Utility if requested by the Utility. The application shall be filed as soon as practical after completion of the plans and specifications for the improvements on the New Utility Site as contemplated by paragraph 8 above, and the Owner agrees to use its best efforts to cooperate with the Utility, as reasonably requested by the Utility, and the Utility agrees to use its best efforts to obtain approval of the application.

16. OPTION CLOSING AND CLOSING DATE

a. On a date specified by Owner which is no less than thirty and no more than sixty days after the conditions precedent set forth in paragraph 14 above have been performed or waived (the "Closing Date"), the transactions contemplated by this Agreement shall be closed (herein called the "Closing"); unless the parties mutually agree in writing to alter such period.

b. At the Closing:

(1) Utility shall deliver to Owner a special warranty deed conveying the Option Property to Owner, and Owner shall deliver to Utility a special warranty deed conveying the Replacement Property to Utility, subject only to Permitted

Encumbrances. All recording fees and documentary stamps on the deeds shall be paid by Owner.

(2) Each grantor will convey any personal property located on the property being conveyed by Bill of Sale in form and substance mutually satisfactory to the parties.

(3) Each grantor will execute and deliver a customary mechanic's lien affidavit sufficient to allow a title insurance company to delete the mechanic's lien and parties in possession exceptions for a title policy covering the property being conveyed by it.

(4) Ad valorem taxes on the property being conveyed for the year of the Closing shall be prorated as of the Closing Date.

(5) Each grantor shall pay all costs necessary to remove any title or survey matters except for Permitted Encumbrances.

(6) Owner shall pay the reasonable fees and expenses of Utility's attorneys, engineers, accountants, and other professional advisers or consultants in connection with the design, construction, approval and conveyance of the Option Property, the Replacement Property and improvements contemplated hereby. The parties agree to cooperate in the employment of professionals in order to eliminate duplication of effort to the greatest extent possible.

17. TITLE INSURANCE

Good and insurable title to the property being conveyed shall be conveyed by the grantor thereof free and clear of all liens, claims and encumbrances, except for Permitted Encumbrances. Within ninety (90) days after the final approval of plans and specifications for the New Utility Site as contemplated by paragraph 8 above, Owner shall obtain title insurance commitments on the Option Property and Replacement Property from a reputable title insurance company acceptable to the Utility, showing the title to each to be good, marketable and insurable. Where access is not provided by a dedicated public right-of-way, the title commitments shall insure to the grantee a private easement of ingress and egress providing access to such property. At Closing, the Owner shall deliver to the Utility, and shall have obtained for itself, an owner's title insurance binder covering the Replacement Property and Option Property, respectively, Utility's commitment to be in the amount of the acquisition and construction costs for the New Utility Site and improvements thereon (and private easements giving the Utility the right of ingress and egress to the New Utility Site if the access is not provided by a dedicated public right-of-way), showing the titles to be free and clear of all liens and encumbrances except for matters appearing on the survey and the Permitted Encumbrances. The grantors will execute at or prior to Closing in favor of the title insurance company a mechanic's lien affidavit and "Gap" affidavit sufficient to allow the title insurance company to delete all standard

exceptions other than matters appearing on the survey. Title to the real property will be conveyed by the grantor to the grantee at Closing by special warranty deed and title to any personal property to be conveyed will be conveyed by Bill of Sale containing general warranties of title. After closing instruments have been recorded in the public records, the Owner shall provide to Utility the owner's title insurance policy issued on the binder and shall have copies of all items listed as exceptions thereon delivered to the Utility. The entire cost of the title policy premiums shall be borne by the Owner.

18. SURVEYS

Within ninety (90) days after final approval of the plans and specifications for the New Utility Site as contemplated by paragraph 8 above, the Owner shall obtain surveys of the Option Property and Replacement Property, prepared by a Florida licensed surveyor in accordance with the minimum detailed standards adopted by the Florida Society of Professional Land Surveyors in accordance with Florida Statutes 472.027. The surveys shall set forth the area contained in each parcel of property, together with all existing easements, alleys, streets and roads thereon; show any encroachments or any protrusions from each parcel; show all existing improvements constructed thereon and distances to boundary lines; show ingress and egress to each parcel either over dedicated public streets or over recorded easements; and state the flood zone of each parcel determined by the Department of Housing and Urban Development under the Federal Flood Protection Act, as amended. If

bearing an earlier date, the surveys shall be updated within ninety (90) days prior to Closing. The Owner shall pay the cost of the surveys prior to or at the Closing.

19. DISPUTE RESOLUTION

a. The parties desire to settle future disputes which may arise between them with respect to the transactions contemplated by this Agreement without litigation, and agree to engage in good faith negotiations to resolve any dispute which may arise. In the event the parties are unable to resolve a dispute by negotiation, the dispute shall be submitted to arbitration in Jacksonville, Florida, in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes (1995), as it exists at the time of the submission of the dispute to arbitration. The award rendered by the arbitrators appointed in accordance with the terms of this paragraph shall be binding upon the parties and judgment on the award may be entered in any court having jurisdiction thereof.

b. Each dispute shall be referred to three arbitrators, one to be appointed by the Utility, one to be appointed by the Owner, and the third to be appointed by the two arbitrators appointed by the parties. If the two arbitrators so appointed fail to agree upon a third arbitrator within ten (10) days after the appointment of the second arbitrator, then, upon notice to the other party or parties, any party may make an application to the court of competent jurisdiction in Jacksonville, Florida, for the appointment of a third arbitrator, and such appointment shall be binding on all parties to the dispute.

c. Written notice of a demand for arbitration by any party shall be served on the other party, naming the arbitrator selected by the party demanding arbitration and specifying in detail the nature of the dispute (the "Arbitration Notice"). If the other party shall refuse or neglect to notify the party demanding arbitration of the appointment of an arbitrator within 20 days after receipt of the Arbitration Notice, the arbitrator appointed by the first party shall proceed to arbitrate and determine the matters of disagreement. The award of any two (2) arbitrators, or the single arbitrator, as the case may be, in writing signed by the arbitrator or arbitrators shall be final, provided that such award shall be made within 120 days after the date of the Arbitration Notice. If the single arbitrator or a majority of the three (3) arbitrators so appointed fail to reach a decision as to a resolution of the dispute within 120 days after the date of the Arbitration Notice, any party to the dispute, upon notice to the other party to the dispute, may apply to the court of competent jurisdiction in Jacksonville, Florida, for the appointment of an umpire, who shall decide upon a resolution of the dispute based upon the record of the arbitration. The decision of the umpire, or a majority of the arbitrators, as the case may be, in writing under oath as to the resolution of the dispute shall be final and binding upon the parties. Should an arbitrator or umpire die, or refuse to act, or become incapable, incompetent or unfit to act before hearings have been completed and before an award has been rendered, a successor may be appointed by the party (in the case of an

arbitrator), or court (in the case of an umpire) who originally made the appointment.

d. The parties to the dispute may agree to modify the periods of time set forth in this arbitration provision by an agreement in writing signed by all parties to the dispute. All demands and notices required by this arbitration provision shall be served in accordance with paragraph 22.g. below.

e. It is expressly understood and agreed that the arbitrators who are appointed in accordance with this Agreement shall not have the authority or power to directly or indirectly alter, amend or modify any of the terms and conditions hereof or of any document or instrument contemplated hereby in any form or manner, or to award the remedy of specific performance.

20. DEFAULT

If the transactions contemplated hereby are not consummated by reason of any breach or default hereof, then the nondefaulting party may pursue any available remedy at law or in equity, including specific performance or damages.

21. INDEMNIFICATION

The terms, provisions, covenants, representations, warranties and other agreements, made in this Agreement shall survive the Closing. Except as otherwise specifically provided herein, each party hereby covenants and agrees that it will indemnify, save and hold harmless, and defend the other against all liability, loss, cost or expense arising out of or arising from (i) any material inaccuracy in any representation, or the breach of any warranty,

made by the either party (the "indemnifying party") hereunder or in any exhibit, schedule, certificate or document executed or delivered by the indemnifying party in connection with the transactions contemplated hereby; and (ii) any failure of the indemnifying party to duly perform or observe any term, provisions, covenant, agreement or condition hereunder on its part to be performed or observed, or in any exhibit, schedule, certificate or document executed or delivered hereunder.

22. OTHER MISCELLANEOUS PROVISIONS

a. The parties hereto recognize and agree that time is of the essence in this Agreement.

b. The parties agree that the consideration for the Option has a value to Utility equal to or greater than the fair market value of the Primary Utility Site because, among other things, the improvements on the Primary Utility Site will be replaced on the New Utility Site, by functionally equivalent improvements as more particularly set forth herein. Accordingly, Utility agrees that the existence of the Option does not unreasonably interfere with or adversely impact its ability to freely convey or otherwise deal with the Primary Utility Site.

c. This Agreement contains the entire agreement and understanding between the parties to the matters addressed herein and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not either referenced or merged herein and superseded hereby. No alteration, change or modification to the terms of this Agreement

shall be valid unless made in writing and signed by the parties hereto. This Agreement, regardless of where executed, shall be governed and construed according to the laws of the State of Florida. This Agreement may be executed in each of several counterparts, each of which shall be considered an original.

d. The parties hereto agree to execute any and all further instruments and documents and to take all such action as reasonably may be required by either party to perfect the grant, conveyance, assignment or transfer of an asset or effectuate the terms and provisions of this Agreement.

e. Neither party may transfer or assign this Agreement or the respective rights, duties or obligations hereunder without obtaining the prior written consent of the other, except that Utility may assign this Agreement to a wholly-owned subsidiary of Utility without the consent of Owner and the easement rights and Option granted hereby shall run with the land which is benefitted and burdened thereby. Either party shall have the right to record this Agreement or a memorandum hereof in the Nassau County public records.

f. The parties represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of this transaction contemplated by this Agreement, and no broker, salesman or other person is known to be entitled to any fee with respect to such transaction. Further, each party shall indemnify the other against any claim or loss incurred or suffered as a result of any broker's or salesman's

authority or finders fee alleged to be payable because of any statements, act or omissions of the indemnifying party.

g. All notices hereunder shall be in writing and shall be deemed to have been delivered, unless otherwise provided herein, to the respective party if hand delivered (with written acknowledgment or receipt) or when mailed registered or certified mail, postage prepaid, to such party at the addresses set forth below or such other address as either party may designate to the other in writing:

If to the Utility:

United Water Florida, Inc.
1400 Millco Road
Jacksonville, Florida 32225
Attn: Mr. Philip Heil

with a copy to:

United Waterworks, Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640
Attn: Mr. Richard A. Hensch

If to the Owner:

Rayonier, Inc.
4 South 2nd Street
Fernandina Beach, Florida 32035-0728
Attn: Mr. William D. Ericksen

h. The headings used are for convenience only, and the parties herein agree that they shall be disregarded in the construction of this Agreement.

i. It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

j. In the event of any arbitration or litigation arising out of this Agreement or any document executed in connection herewith or pursuant hereto, each party shall bear its own costs of such litigation, including reasonable attorneys' fees and expenses, whether incurred at or before trial or on appeal.

k. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Signed, sealed and delivered
in the presence of:

UNITED WATERWORKS INC.

Print _____

By: _____

Print _____

Print _____

Its: _____

200 Old Hook Road
Harrington Park, NJ 07640

"UTILITY"

RAYONIER, INC.

Print _____

By: _____

Print _____

Print _____

Its: _____

4 North 2nd Street
Fernandina Beach, Fl 32035-0728

"OWNER"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
day of _____, 1996, by _____, as
_____ of Rayonier, Inc., a North Carolina
corporation, on behalf of the corporation. He/she () is
personally known to me or () produced a _____ Driver's
License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
day of _____, 1996, by _____, as
_____ of UNITED WATERWORKS INC., a Delaware
corporation, on behalf of the corporation. He/she () is
personally known to me or () produced a _____ Driver's
License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

EXHIBIT A

Primary Utility Site

A portion of Sections 1, 12 and 37, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersections of the centerlines of State Road No. 200A, a 100 foot right-of-way as now established, and State Road No. 200, A1A, a 184 foot right-of-way as now established; run thence South 00° 23' 30" East, a distance of 96.59 feet to a point lying on the Southerly right-of-way line of said State Road 200; run thence along said Southerly right-of-way line North 72° 46' 59" West, a distance of 900.0 feet; run thence South 08° 43' West, a distance of 1660.0 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 08° 43' West, a distance of 1550.0 feet; run thence North 81° 17' West, a distance of 950.0 feet; run thence North 08° 43' East, a distance of 1550.0 feet; run thence South 81° 17' East, a distance of 950.0 feet to the Point of Beginning.

LESS AND EXCEPT, the northerly 70.0 feet of the parcel described above.

EXHIBIT B

Disposal Site

Legal description to be added upon completion of survey.
Approximate location indicated as "B" on map attached as Appendix
1.

EXHIBIT C

Replacement Property

Legal description will be added upon completion of survey.
Approximate location indicated as "B" in map attached as Appendix
1.

EXHIBIT D

Easement Property

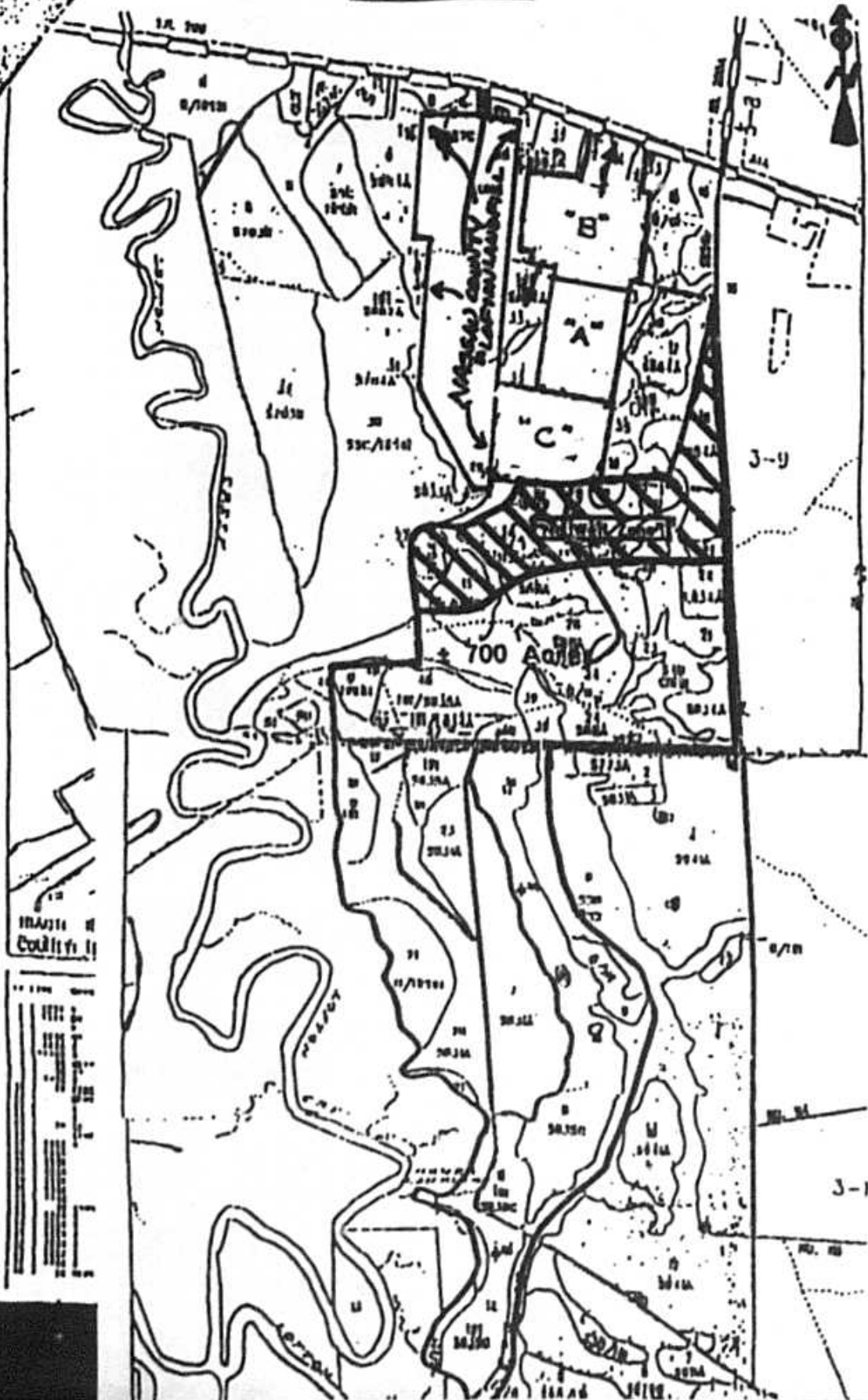
Legal description will be added upon completion of survey.
Approximate location indicated as "D" on map attached as Appendix
2.

EXHIBIT E

Permitted Encumbrances

NONE

APPENDIX 1



APPENDIX 2

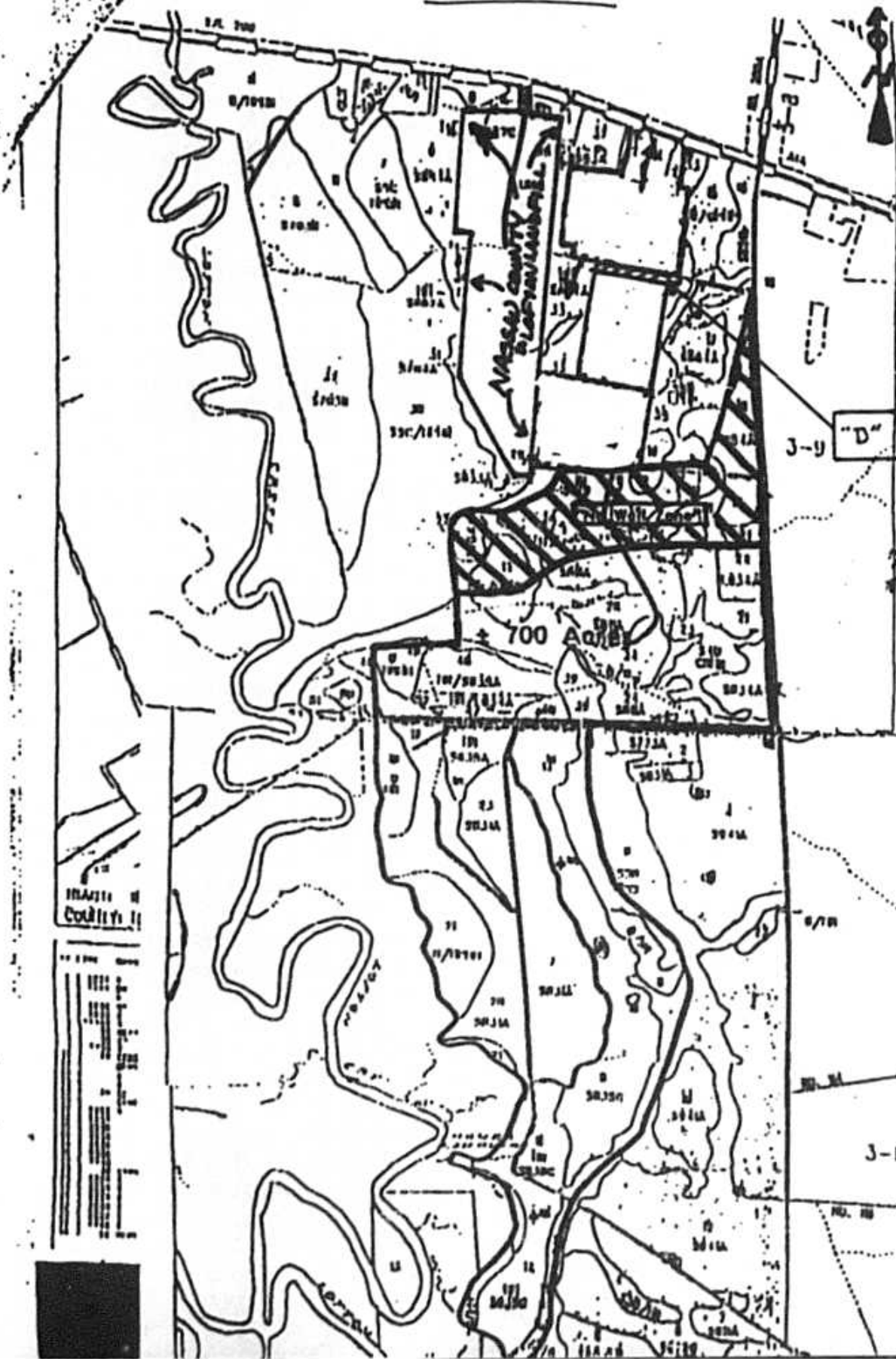


EXHIBIT G

Permitted Encumbrances

NONE

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, made and executed this ____ day of August, 1996, by and between UNITED WATERWORKS INC., a corporation organized and existing under the laws of the State of Delaware, herein called the "Purchaser," UNITED WATER FLORIDA INC., a corporation organized and existing under the laws of the State of Florida, herein called the "Operator" and SUNRAY UTILITIES - NASSAU, INC., a corporation organized and existing under the laws of the State of Delaware, herein called the "Seller."

W I T N E S S E T H:

1. For and in consideration of the agreement by the Purchaser to purchase the assets comprising the water and wastewater utility systems owned by the Seller and located in Nassau County, Florida, pursuant to that certain Agreement of Purchase and Sale dated the ____ day of August, 1996, by and between the Seller and the Purchaser, herein called the "Sale Agreement," and the agreement by the Operator to operate such water and wastewater system pursuant to that certain Operations and Management Agreement dated the ____ day of August, 1996, herein called the "Operations Agreement," and other good and valuable considerations, the Seller does hereby agree to indemnify and hold harmless the Purchaser and the Operator for claims made within five (5) years from and after the Closing Date against and in respect to any damages, as herein defined, arising out of facts or

EXHIBIT "H"

circumstances occurring subsequent to the date of the execution of the Sale Agreement (the "Signing Date") as to paragraphs A, B and C below and prior to the Effective Date of the Operations Agreement (the "Takeover Date"), or subsequent to the Termination Date, if any, as to paragraphs D, E, F and G below. For purposes of this Agreement, "Termination Date" shall mean the date the Sale Agreement is terminated in accordance with the terms thereof by reason other than a sale of the Seller's utility system to the Purchaser, or the date the Operator ceases to operate such systems under the Operations Agreement if such sale does not occur, whichever is later. If neither of those events occur, there shall be no Termination Date for purposes of this Agreement. Damages, as used herein, shall include any claims, actions, demands, losses, costs, expenses, injunctions, suits, fines, liabilities, penalties and damages, including reasonable attorneys' fees, resulting to the Purchaser or the Operator from:

A. Any materially inaccurate representation made by the Seller in or under the Sale Agreement or Operations Agreement.

B. Breach of any of the warranties made by the Seller in or under the Sale Agreement or Operations Agreement.

C. Breach or default in the performance by the Seller of any of the covenants, duties or obligations to be performed by it under the Sale Agreement or Operations Agreement.

D. (1) Any debts, liabilities or obligations of the Seller, including Taxes, under any contract, easement, license, franchise, lease or service agreement which is not

assumed by the Purchaser or the Operator pursuant to the Sale Agreement or Operations Agreement; or (2) any debts, liabilities or obligations of the Seller to be paid by the Purchaser pursuant to paragraphs 4(i) or 14 of the Sale Agreement, or by the Operator pursuant to paragraph 4 of the Operations Agreement, to the extent accrued prior to the Takeover Date or subsequent to the Termination Date, if any.

E. Any obligation incurred in connection with the Seller's ownership and operation of the Purchased Assets as defined in the Sale Agreement within the area served by the Purchased Assets to the extent accrued prior to the Takeover Date or subsequent to the Termination Date, if any, including Taxes, and any obligations incurred by the Seller to construct, maintain, operate, repair, improve, remove and extend the water and wastewater utility systems which are a part of the Purchased Assets to the extent accrued prior to the Takeover Date or subsequent to the Termination Date, if any, unless such obligation arises as a result of the Operator's failure to construct, maintain, operate, repair, improve, remove, and extend the water and wastewater utility systems pursuant to the Sale Agreement or the Operations Agreement after the Takeover Date and prior to the Termination Date, if any.

F. Any obligation incurred solely as a result of any water supply, treatment or distribution facilities or any wastewater collection or disposal facilities not being located

on, under or over property of the Seller transferred pursuant to the Sale Agreement, dedicated public rights-of-way or utility easements which fully permit the use thereof by the Purchaser or the Operator subsequent to the effective date of the Operations Agreement (as to the Operator) or the date of Closing (as to the Purchaser), or easements created by express grant to be transferred pursuant to the Sale Agreement.

G. Any obligation of the Purchaser or the Operator to connect any customer without such customer being obligated to pay to the Purchaser or the Operator the then current service availability fee, connection fee, meter fee or other charge or the Purchaser or the Operator being obligated to pay any such fee to such customer, because the Seller has theretofore collected such fees or any other fee from such customer and the Seller has not paid over such fees to the Purchaser or the Operator.

Notwithstanding anything herein to the contrary, the acts, matters and things herein indemnified against by the Seller in favor of the Purchaser or the Operator are not intended to and do not include such act, matter or thing caused by any acts of omission or commission of the Purchaser or the Operator, their officers, employees, and agents.

2. For and in consideration of the conveyance to the Purchaser of the assets comprising the water and wastewater utility systems owned by the Seller and located in Nassau County, Florida, pursuant to the Sale Agreement, and the Seller's agreement to

permit the Operator to manage the Purchased Assets, and other good and valuable considerations, the Purchaser and the Operator hereby agree to indemnify and hold harmless the Seller for claims made within five (5) years from and after the Closing Date against and in respect to any damages, as herein defined, arising out of facts or circumstances occurring after the Signing Date as to paragraphs A, B and C below and after the Takeover Date as to paragraphs D, E and F below. Damages, as used herein, shall include any claims, actions, demands, losses, costs, expenses, injunctions, suits, fines, liabilities, penalties and damages, including reasonable attorneys' fees, resulting to the Seller from:

A. Any materially inaccurate representation made by the Purchaser or the Operator in or under the Sale Agreement or Operations Agreement.

B. Breach of any of the warranties made by the Purchaser or the Operator in or under the Sale Agreement or Operations Agreement.

C. Breach or default in the performance by the Purchaser or the Operator of any of the covenants, duties or obligations to be performed by either under the Sale Agreement or the Operations Agreement.

D. (1) Any debts, liabilities or obligations of the Purchaser or the Operator, including Taxes, under any contract, easement, license, franchise, lease or service agreement which are to be assumed by the Purchaser pursuant to the Sale Agreement or Operations Agreement; or (2) any debts,

liabilities or obligations of the Seller to be paid by the Purchaser pursuant to paragraphs 4(i) or 14 of the Sale Agreement, or by the Operator pursuant to paragraph 4 of the Operations Agreement, to the extent accruing subsequent to the Takeover Date and prior to the Termination Date, if any.

E. Any obligation incurred in connection with the Purchaser's or the Operator's ownership or operation of the Purchased Assets as defined in the Sale Agreement within the area served by the Purchased Assets to the extent accruing subsequent to the Takeover Date and prior to the Termination Date, if any, including Taxes, and any obligations incurred by the Purchaser or the Operator to construct, maintain, operate, repair, improve, remove and extend the water and wastewater utility systems which are a part of the Purchased Assets to the extent accruing subsequent to the Takeover Date and prior to the Termination Date, if any, unless such obligation arises as a result of the Seller's failure to construct, maintain, operate repair, improve, remove, and extend the water and wastewater utility systems prior to the Takeover Date or subsequent to the Termination Date, if any.

F. Any obligation of the Seller after the Termination Date, if any, to connect any customer without such customer being obligated to pay to the Seller the then current service availability fee, connection fee, meter fee or other charge or the Seller being obligated to pay any such fee to such customer, because the Purchaser or the Operator has

theretofore collected such fees or any other fee from such customer and the Purchaser or the Operator has not paid over such fees to the Seller.

Notwithstanding anything herein to the contrary, the acts, matters and things herein indemnified against by the Purchaser or the Operator in favor of the Seller are not intended to and do not include such act, matter or thing caused by any acts of omission or commission of the Seller, its officers, employees, and agents.

3. The parties further agree that, promptly upon receipt by either party of notice of any demand, assertion, claim, action or proceeding, judicial or otherwise, with respect to any matter as to which the Seller or the Purchaser or the Operator has agreed to indemnify the other party under the provisions hereof, such party shall give prompt notice thereof in writing to the other, together with a statement of such information respecting such demand, assertion, claim, action or proceeding as the notifying party shall then have. The indemnifying party reserves the right to contest and defend by all appropriate legal or other proceedings any demand, assertion, claim, action or proceeding with respect to which it has been called upon to indemnify the other party under the provisions hereof; provided, however, that:

A. Notice of the intention to contest shall be delivered to the indemnified party within twenty (20) calendar days from the date of receipt by the indemnifying party of notice of the assertion, of such demand, assertion, claim, action or proceeding.

B. The indemnifying party shall pay all costs and expenses of such contest, including all attorneys' fees and the cost of any bond required by law to be posted in connection with such contest.

C. Such contest shall be conducted by reputable attorneys employed by the indemnifying party at its cost and expense, but the indemnified party shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing, at its own cost and expense.

D. If after being apprised of such opportunity, the indemnified party does not elect to participate, or does not participate in any such proceedings, then it shall be bound by the results obtained by the indemnifying party, including without limitation any out of court settlement or compromise.

4. If the indemnifying party elects to contest any demand, assertion or claim, it shall not be obligated to make any payments to the indemnified party with respect thereto until the legal remedies available to the Seller, the Purchaser or the Operator, as the case may be, with respect to such demand, assertion or claim, shall have been exhausted.

5. If requested by the indemnifying party, the indemnified party agrees to cooperate in contesting any demand, assertion or claim which the indemnifying party elects to contest, or if appropriate, in the making of any counterclaim or demand against the person asserting such demand, assertion or claim or any cross-complaint against any person; and the indemnifying party

shall reimburse the indemnified party for any expenses incurred by it in so cooperating with the indemnifying party. If such counterclaim or cross-complaint results in the receipt by the indemnified party of amounts in excess of the amount which is subject to any such demand, assertion or claim such excess shall be retained by the indemnified party.

6. Nothing contained herein shall serve to impose, reimpose, create, recreate or renew any covenant, condition, liability or obligation of the Seller, the Purchaser or the Operator (a) which has been heretofore nullified, voided, invalidated, extinguished, modified, amended, revised, superseded or rendered unenforceable by any law, statute, rule, regulation, ordinance, passage of time or by any other means whatsoever, or (b) which has not been otherwise imposed by the Sale Agreement or Operations Agreement.

7. For purposes of this Agreement, "Tax" and "Taxes" shall mean any tax, charge, fee, levy, fine or other assessment including, without limitation, income, excise, property, payroll, sales, motor fuel, license, tag, registration,, stamp, road and franchise "tax," imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof, and including any interest, penalties or additions attributable thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification and Hold Harmless Agreement in duplicate originals on the date first above written.

Signed, sealed and delivered
in the presence of:

SUNRAY UTILITIES - NASSAU, INC.

Print _____

By: _____

Print _____

Its: _____

P.O. Box 728

Print _____

Fernandina Beach, FL 32035-0728

"SELLER"

UNITED WATER FLORIDA INC.

Print _____

By: _____

Print _____

Its: _____

Post Office Box 8004

Print _____

Jacksonville, FL 32225

"OPERATOR"

UNITED WATERWORKS INC.

Print _____

By: _____

Print _____

Its: _____

200 Old Hook Road

Print _____

Harrington Park, NJ 07640

"PURCHASER"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, as _____ of SUNRAY UTILITIES - NASSAU, INC., a Delaware corporation, on behalf of the corporation. He/she () is personally known to me or () produced a _____ Driver's License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, as _____ of UNITED WATER FLORIDA INC., a Florida corporation, on behalf of the corporation. He/she () is personally known to me or () produced a _____ Driver's License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, as _____ of UNITED WATERWORKS INC., a Delaware corporation, on behalf of the corporation. He/she () is personally known to me or () produced a _____ Driver's License as identification _____ and did take an oath.

Print _____
Notary Public
Commission Number: _____
My commission expires: _____

SUNRAY-NASSAU

LIST OF UTILITY SERVICE AGREEMENTS

04-14-88	Otter Run Partnership	Otter Run Development
04-25-88	Amelia Island Company	Marsh Lakes
03-10-89	Arrigo Motors, Inc.	Auto Sales/Maint-Repair Complex
11-10-89	Amelia Island Company	Marsh Lakes Owner's Club
05-01-92	Winn-Dixie Stores, Inc.	Lofton Square
05-11-92	K.T. Fernandina Joint Venture	Villages of Marsh Lakes
07-20-92	Dept Hwy Safety & Motor Vehicles	Div of Motor Vehicles
08-10-92	Bd of Co. Commissioners-Nassau & Gilman Investment Co.	Nassau County Animal Shelter
12-30-93	Nassau County	Nassau Co. O'Neil Fire Station
Pending	Ocean Hwy Port Authority of Nassau Co.	Tradeplex

EXHIBIT "I"

OPERATIONS AND MANAGEMENT AGREEMENT

between

SUNRAY UTILITIES-NASSAU, INC.

and

UNITED WATER FLORIDA INC.

OPERATIONS AND MANAGEMENT AGREEMENT

THIS OPERATIONS AND MANAGEMENT AGREEMENT (hereinafter sometimes referred to as "Agreement") is made and entered into as of the 27th day of August, 1996, by and between SUNRAY UTILITIES - NASSAU, INC., a Delaware corporation (hereinafter sometimes referred to as "Utility"), and UNITED WATER FLORIDA INC., a Florida corporation (hereinafter sometimes referred to as "Operator").

W I T N E S S E T H :

WHEREAS, Utility owns and operates water and wastewater utility systems (the "Utility System") within Nassau County, Florida under Certificates of Authority issued by the Florida Public Service Commission ("Commission"); and

WHEREAS, the sale by Utility of all of the operating assets of the Utility System to United Waterworks Inc. ("Purchaser"), of which Operator is a wholly-owned subsidiary, is both contemplated and imminent; and

WHEREAS, the parties to such sale, and the parties to this Agreement, desire that the Utility System should be operated by Operator pursuant to the terms of this Agreement during the interim period which shall fall between the Effective Date (for purposes of this Agreement, the term "Effective Date" shall mean the date of the expiration of the management agreement between Utility and its existing management agent, which date shall be not less than four weeks after Utility notifies Operator thereof in writing) and the date of closing of the purchase and sale of the operating assets of the Utility System under the Agreement of Purchase and Sale dated

as of the 21st day of August, 1996, between Purchaser and Utility (hereinafter referred to as the "Sale Agreement"); and

WHEREAS, Utility requires reliable, professional, and experienced administration and management of the Utility System during the above referenced interim period; and

WHEREAS, Operator is fully able and capable of providing the same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. PREMISES

The foregoing statements are true and correct and incorporated herein by reference.

2. APPOINTMENT OF OPERATOR

In order to provide for centralized management and operation of the Utility System, the parties hereto acknowledge and agree that Operator shall act as, and is hereby appointed by Utility as, the sole and exclusive management agent of Utility to operate the Utility System in accordance with the terms and provisions of this Agreement. Operator hereby accepts the appointment to act as sole and exclusive management agent of Utility for such purpose in accordance with the terms and provisions hereof.

3. DUTIES AND RESPONSIBILITIES

Operator shall manage the affairs of the Utility System in accordance with sound business and financial practices and shall

use its discretion in discharging the duties described herein. Operator shall have the sole authority to deal with developers who receive, or desire to receive, service from the Utility System, provided that all contracts and amendments to contracts with such developers shall require the prior consent of the Utility, such consent not to be unreasonably withheld. Operator shall have sole responsibility during the term hereof for the operation and maintenance of the operating assets of the Utility System. Operator, at its election, shall make, without the prior approval of Utility, such capital improvements to the Utility System as are necessary to prevent the interruption of services to Utility's customers, and other capital improvements with estimated costs of less than \$5,000.00 each; provided, however, that Operator shall not make, without the prior approval of Utility, capital improvements with estimated costs of \$5,000.00 or more each which Operator deems desirable but not necessary to prevent such interruption. During all periods pertinent hereto, Operator, at its own expense, shall operate and maintain the Utility System in a normal and usual manner to the end that the value of the same will not be diminished or depleted other than by normal wear and tear. Furthermore, Operator shall cause the Utility System to be insured during the term hereof with such coverage as is required by the Sale Agreement. Operator shall have sole responsibility to provide service to Utility's customers in accordance with the provisions of Utility's tariffs and in conformity with all permits, licenses, laws, rules, regulations, orders and requirements of the

applicable governmental authorities having jurisdiction over the operations of the Utility System and in conformity with all contracts and agreements to which Utility is a party and which have been disclosed by Utility to Operator. Nothing contained in this Agreement shall be construed to make Operator liable for non-performance of its obligations hereunder as a result of the unanticipated failure or breakdown of pumping, distribution, transmission, collection, disposal or other facilities of the Utility System so long as Operator promptly and diligently proceeds to repair and restore the same to service. During the term hereof, Operator shall not have the authority, and shall not hold itself out as having authority, to execute contracts binding, or otherwise bind, Utility without the express written consent of Utility. Such consent will not be unreasonably withheld.

4. REVENUES AND EXPENSES

Operator shall retain all revenues and pay all expenses from the operation of the Utility System during the term hereof; provided however, that Utility will continue to book its depreciation and will pay its property taxes to the date of closing of the Sale Agreement. Further, the proceeds of contributions in aid of construction and other funds received from developers that properly apply to existing plant of the Utility System shall be paid to Utility and will reduce the Net Book Value of the Purchased Assets dollar for dollar. Otherwise, the Purchase Price (as defined in the Sale Agreement) will not be increased or reduced as a result of operating gains or losses during the term hereof.

5. ACCOUNTS RECEIVABLE AND UNBILLED REVENUES

Operator will commence collecting accounts receivable and unbilled revenues effective as of the Effective Date. All accounts receivable outstanding and all revenues for unbilled services at the Effective Date shall be prorated as of such date between Operator and Utility, and as of the Termination Date in the event of the termination hereof for any of the reasons set forth in clauses (ii), (iii) or (iv) of paragraph 7 hereof. Utility shall be responsible for billing all customers for the billing cycle ending 10 days or more prior to the Effective Date.

6. RECORDS AND BILLING

Utility will make available to Operator such of Utility's books, records, permits and applications pertaining to the Utility System as are reasonably necessary to enable Operator to carry out its duties hereunder, including the Utility's billing files, and the Utility's lists of accounts receivable and accounts payable, and Operator shall maintain and safeguard all books and records of Utility coming into the possession of Operator during the term hereof. Operator agrees not to disclose and to keep confidential all information regarding Utility and its operations obtained by Operator during the term of this Agreement. Operator shall be responsible to pay capital expenditures as herein provided and operating expenses incurred during the term hereof. Accounts payable for operating expenses (excluding real estate taxes, and excluding current principal or interest on any mortgage on the Utility System) of Utility shall be prorated as of the Effective

Date, and as of the Termination Date in the event of the termination hereof for any of the reasons set forth in clauses (ii), (iii) or (iv) of paragraph 7 hereof. Utility shall be responsible to prepare and file returns for income tax liability which it owes to governmental authorities. To the extent that Operator has collected CIAC tax impact fees that have been paid to Utility and are available to be used to pay the Utility's income tax liability, Operator shall pay such amounts to Utility. Operator will make available at reasonable times to Utility Operator's books and records pertaining to the Utility System as are reasonably necessary to enable Utility to compute its income tax liability.

7. TERM OF THIS AGREEMENT

The provisions of this Agreement shall become effective on the Effective Date, and shall continue in full force and effect until the earlier to occur of: (i) transfer of the assets and facilities of Utility to the Purchaser, as contemplated by the Sale Agreement; (ii) termination of the Sale Agreement; (iii) termination of this Agreement by mutual agreement of the parties hereto; or (iv) abandonment of this Agreement by the mutual agreement of the parties in writing. In the event of termination for the reasons set forth in clauses (ii), (iii) or (iv) above, (herein sometimes referred to as "Termination") the Utility shall within thirty (30) days reimburse to Operator the undepreciated amount of its expenditures incurred for capital improvements during the term of this Agreement and in accordance with the terms hereof; provided, however, that Operator at its sole election, may continue to manage

Utility until all funds owed to Operator by Utility under this Agreement have been paid in full. At the election of Utility, Operator shall continue to manage the affairs of Utility for a reasonable period of time not to exceed sixty (60) days beyond the date of Termination or the date that all funds owed to Operator have been paid in full in order to allow an orderly transfer of the management of the Utility System back to the personnel of Utility. Upon termination, Operator shall return all of the Purchased Assets (as that term is defined in the Sale Agreement) of the Utility System in good operating condition, and shall return all information provided to Operator or Purchaser as provided in the Sale Agreement.

8. INDEMNIFICATION

The indemnification rights and obligations of the parties hereto shall be set forth and governed by a separate Indemnification and Hold Harmless Agreement dated of even date herewith.

9. AMENDMENTS

This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

10. CAPTIONS

The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

11. FURTHER ASSURANCES

The parties hereto agree to execute any and all further instruments and documents and to take all such action as reasonably may be required by either party to effectuate the terms and provisions of this Agreement and the transactions contemplated herein. Further, Utility shall cooperate with and will not adversely impede Operator in the discharge of its duties as provided herein.

12. GOVERNING LAW

This Agreement shall be governed in its enforcement, construction and interpretation by the laws of the State of Florida.

13. TIME

Time is of the essence with respect to all matters contained herein.

14. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

15. SEVERABILITY

The invalidity or unenforceability of any provision hereof, shall in no way affect the validity or enforceability of any other provision.

16. FORCE MAJEURE

In the event that performance of this Agreement by any party is prevented or interrupted as a result of any cause beyond the control of said party including but not limited to Acts of God or of the public enemy; war; national emergency; allocation of resources or other governmental restriction upon the use or availability of labor or materials; rationing; civil insurrection; riot; racial or civil disorder or demonstration; strike; embargo; flood; tidal wave; fire; explosion; bomb detonation; nuclear fallout; windstorm; hurricane; earthquake or other casualty or disaster or catastrophe; exercise of the power of Eminent Domain; governmental rules, act, orders, restriction, or requirements; act or action of any government or public or governmental authority, commission, board, agency, agent, official or officer; enactment, passage or adoption heretofore or hereafter or the enforcement of any statute or resolution, decree, judgement, restraining order, or injunction of any court, said party shall not be liable for such non-performance.

17. EXECUTION OF AGREEMENTS

This Agreement is being executed simultaneously with the Sale Agreement.

18. TERMINATION

In the event that the transaction contemplated by the Sale Agreement is not consummated in accordance with the terms and provisions thereof, this Agreement shall terminate in accordance with paragraph 7 above (subject to Operator's and Utility's

performance of their obligations under paragraph 7 above) and all cash and other property, real, personal or mixed, tangible or intangible, that has been transferred pursuant to this Agreement or the Sale Agreement shall be returned to Utility by Operator.

19. ENTIRE AGREEMENT

This Agreement and the agreements referenced herein contain the entire agreement and understandings between the parties to this Agreement and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not either referenced herein or superseded hereby.

20. COUNTERPARTS

This Agreement may be executed in each of several counterparts, each of which shall be considered an original.

21. ATTORNEYS' FEES

In the event of any arbitration or litigation arising out of this Agreement or any document executed in connection herewith or pursuant hereto, each party shall bear its own costs of such litigation, including reasonable attorneys' fees and expenses, whether incurred at or before trial or on appeal.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed this 21st day of August, 1996.

Signed, sealed and delivered
in the presence of:

[Signature]
Print James J. Smith

[Signature]
Print James J. Smith

SUNRAY UTILITIES - NASSAU, INC.

By: W. D. Erickson
Print W. D. Erickson
Its: President
P.O. Box 728
Fernandina Beach, FL 32035-0728

"UTILITY"

Susan E. Coughlin
Print Susan E. Coughlin

Jasmine De Simone
Print Jasmine De Simone

UNITED WATER FLORIDA INC.

By: Richard Hensch
Print Richard Hensch
Its: President
Post Office Bcx 8004
Jacksonville, FL 32225

"OPERATOR"

STATE OF Florida
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 21st
day of August, 1996, by U. D. CRICKEN as
PRESIDENT of SUNRAY UTILITIES - NASSAU, INC., a
Delaware corporation, on behalf of the corporation. He/she (☒) is
personally known to me or (☐) produced a Driver's
License as identification and did take an oath.

JAMES L. SHRODS
Print JAMES L. SHRODS
Notary Public
Commission Number: ACC 052134
My commission expires 12/31/97

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 15th
day of July, 1996, by Richard Hensch as
President of UNITED WATER FLORIDA INC., a Florida
corporation, on behalf of the corporation. He/she (☒) is
personally known to me or (☐) produced a Driver's
License as identification and did take an oath.

Maria Lutz
Print Maria Lutz
Notary Public
Commission Number: 12345678
My commission expires: 12/31/97

CLONATANT
NOTARY PUBLIC OF NEW JERSEY
EXPIRATION DATE: JUL 15, 1996
REG 2173005

DESCRIPTION OF TERRITORY SERVED

TOWNSHIP 3 NORTH, RANGE 27 EAST:

The portion of Section 51 lying Southerly of the Railroad right-of-way, and Easterly of Lofton Creek.

The portion of Section 52 lying Easterly of Lofton Creek.

The fractional portion of Section 33, if any, lying in the Southeasterly most corner of Township 3 North, Range 27 East.

TOWNSHIP 3 NORTH, RANGE 28 EAST:

All of Section 37.

All of Section 44, LESS and EXCEPT such portion of the section as may lie Northerly of the right-of-way of Green Pine Road, as well as Northerly of a line extending Green Pine Road from its intersection with Chester Road, directly and due West to terminate at the North-South boundary line between Range 28 East and Range 27 East, which is also the Westerly boundary line of Section 44.

Section 50, LESS and EXCEPT such portions as may lie Easterly or Northerly of the right-of-way of Blackrock Road (SR-107).

TOWNSHIP 2 NORTH, RANGE 27 EAST:

That portion of Section 38 lying Easterly of Lofton Creek, LESS and EXCEPT the subdivision of Meadowfield Bluffs.

All of Section 39.

All of Section 40.

All of Section 12.

All of Section 37.

All of Section 1.

That portion of Section 13 lying Easterly of Lofton Creek.

That portion of Section 11 lying Easterly of Lofton Creek.

That portion of Section 14 lying Easterly of Lofton Creek.

That portion of Section 24 lying Easterly of Lofton Creek.

TOWNSHIP 2 NORTH - RANGE 28 EAST:

All of Section 30.

The westerly 1/2 of Section 29.

In Section 32, the Northerly 1/4 of the Northeasterly 1/4 of the Northwesterly 1/4 together with the Northwesterly 1/4 of the Northwesterly 1/4 of said Section.

Section 26, LESS and EXCEPT that part of the Easterly 1/4 platted as NASSAU LAKES SUBDIVISION.

In Section 27, (a) that portion of Government Lot 3 lying Westerly of State Road 107, LESS and EXCEPT such portion thereof as may be platted as Nassau Lakes Subdivision: TOGETHER WITH (b) that portion of the Westerly 1/2 LESS and EXCEPT such portion as may be platted as Nassau Lakes Subdivision.

Section 25 LESS and EXCEPT so much land in the Northeast 1/4 as may lie Northerly of the Railroad right-of-way (Seaboard Coast Line, a/k/a/ CSX) and FURTHER LESS and EXCEPT so much of the Southeast 1/4 as may lie Southerly of the right-of-way of SR-200 (U.S. Highway A1A).

That part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a concrete monument at the Southerwesterly corner of Tract "B" as shown on the Plat of Piney Island, as recorded in Plat Book 4, Pages 62 and 63, of the Public records of said Nassau County, Florida, said point being an intersection of the Northeasterly right-of-way line of Piney Island Drive (a 60 foot right-of-way) with the Northwesterly right-of-way line of the Seaboard Coastline Railroad (a 120 foot right-of-way) both as shown on the said Plat of Piney Island; thence South 30°54'59" East, 417.45 feet to an intersection with the Southeasterly right-of-way line of State Road No. 200 (also known as State Road No. A1A), (a 184 foot right-of-way); and the Point of Beginning; thence North 59°05'01" East, along the said Southeasterly right-of-way line, a distance of 1612 feet more or less to the 3.40 foot elevation contour line; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesterly and Northerly along the said 3.40 foot contour line, a distance of 9500 feet more or less to an intersection with the aforementioned Southeasterly right-of-way line of State Road No. 200 (Also known as State Road No. A1A), said point lying South 59°05'01" West and 1387 feet more or less from the Point of Beginning; thence North 59°05'01"

East along the said Southeasterly right-of-way line a distance of 1387 feet more or less to the Point of Beginning.

Those portions of Sections 40 and 41 more particularly described as:

All of that certain lot, piece or parcel of land situate, lying and being in Section 40, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Southeasterly line of said Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence North 09°35' West a distance of 557 feet to a point on the Easterly right-of-way of a graded County Road (40' r/o/w), thence North 4°15' West along said right-of-way a distance of 669 feet to a point, thence North 06°25' East continuing along said right-of-way a distance of 664 feet to a point at the intersection of the said Easterly right-of-way and the Southerly right-of-way line of the Old Fernandina-Yulee Road (40' r/o/w), thence North 88°21' East along said right-of-way line of the Old Fernandina-Yulee Road a distance of 651 feet to a point on the Westerly right-of-way line of a county road, thence South 18°50' East along said Westerly right-of-way line a distance of 890 feet, more or less, to a point on the Section line between said Section 40 and Section 41, thence South 41°00' West along said section in a distance of 1352 feet, more or less to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Section 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Section line between said Section 41 and Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence South 09°35' East a distance of 44.1 feet to a point, thence South 87°42' East a distance of 1109 feet to a point on the Westerly right-of-way line of a graded County Road (40' r/o/w), thence in a Northwesterly direction along the said right-of-way line and around a curve to the left a distance of 1181 feet to a point on the Section line between said Section 41 and Section 40, thence South 41°00' West along said Section line a distance of 1352 feet, more or less, to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Sections 40 and 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the boundary line between said Sections 40 and 41 that lies North 41°00' East a distance of 3376.0 feet from the Southern most corner of said Section 40; thence South 9°35' East a distance of 44.1 feet to a point; thence North 87°42' West, a distance of 73.26 feet, more or less, to a point on the Easterly right-of-way line of a graded County Road (40' right-of-way); thence North 02°37' West, along the easterly right-of-way line of said County Road, a distance of 590.38 feet to a point; thence South 09°35' East, a distance of 557.0 feet to the Point of Beginning.

In Township 2 North, Range 28 East, Nassau County, Florida:

That portion of Sections 24 and 39 lying South of the Seaboard Coastline Railroad and,

The Northeast 1/4 of the Northeast 1/4 of Section 27 and,

That part of Sections 37 and 40 lying North of an Easterly extension of the South line of the North 1/2 of Section 27 and South of the Seaboard Coastline Railroad and,

The Southeast 1/4 of Section 25;

LESS and EXCEPT those portions previously granted by Order Number 19392, dated May 31, 1988.

All parcels of land contained in Section 44 North of the centerline of the right-of-way of State Road 200, East of ITT Rayonier private forest road #21, and West of the centerline of the CSX railroad right-of-way contained in Township 2 North, Range 27 East, Nassau County, Florida.

All parcels of land contained in Sections 50 and 51 North of the centerline of the right-of-way of State Road 200 and West of the centerline of the CSX Railroad right-of-way lying in Township 3 North, Range 27 East, Nassau County, Florida.

All lands contained in Section 1 lying West of the CSX Railroad right-of-way.

All lands contained in Section 2 lying East of I-95 West of the CSX Railroad right-of-way.

All lands contained in Section 11 lying East of I-95, LESS and EXCEPT that parcel of land described in Official Records Book 546, Page 1286 of the Public Records of Nassau County, Florida.

All lands contained in Section 14 East of I-95.

All lands contained in Section 23 East of I-95.

All lands contained in Section 41 East of I-95 and West of the CSX Railroad right-of-way, LESS and EXCEPT a parcel described as follows:

Commence at the intersection of the centerline of the CSX railroad right-of-way and CR-108; proceed in a Northwesterly direction 3,900 feet to a point; thence North 10 degrees East for a distance of approximately 3,400 feet until said bearing intersects the centerline of the CSX Railroad right-of-way; thence Southeasterly directly along the centerline of the CSX Railroad right-of-way back to the Point of Beginning.

All lying in Township 3 North, Range 26 East.

All parcels of land contained in Section 44 East of the ITT Rayonier private forest road #21, LESS and EXCEPT the lands described as follows:

Commence at the intersection of the Northeast corner of said Section 44 and proceed in a Westerly direction along the Northerly Section line of said Section 44 for a distance of approximately 2,800 feet to a point; thence in a Southerly direction along a line perpendicular to the Northerly Section line of said Section 44 for a distance of approximately 1,300 feet to a point; thence Easterly along a line parallel to the Northerly Section line of said Section 44 for a distance of approximately 1,600 feet to a point at the intersection of the Southeast Section line of said Section 44; thence Northeast along the Southeast Section line of said Section 44 to the Point of Beginning.

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 235, Page 514 of the Public Records of Nassau County, Florida.

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 513, Page 91 and Deed Book 81, Page 359 of the Public Records of Nassau County, Florida.

All lying in Township 2 North, Range 27 East.

All lands contained in Sections 50 and 56 West of U.S. 17, LESS and EXCEPT that parcel which is described as follows:

Commence at the intersection of the centerline of U.S. 17 and the Southeast Section line of said Section 50; proceed Northwest along the centerline of U.S. 17 approximately 5,600 feet to a point; thence Southwest perpendicular to the centerline of U.S. 17 approximately 1,100 feet to a point; thence Southeast parallel to the centerline of the CSX Railroad right-of-way to a point of intersection with ITT Rayonier private forest road #55; thence Southerly along the centerline of said forest road #55 to the intersection of the South Section line of said Section 50; thence East along the South Section line of said Section 50 to the Southeast corner of Section 50; thence Northeast along the Southeast Section line of said Section 50 to the Point of Beginning.

All lands contained in Sections 50, 53, 54, 55 and 56 East of the centerline of the U.S. 17 right-of-way South of Crandall Road, ITT Rayonier private forest road #9 and Roses Bluff Road, LESS and EXCEPT that parcel of land described by exception 33 of Deed Book 99, Page 413 of the Public Records of Nassau County, Florida; and LESS and EXCEPT that parcel contained in Sections 50, 53, 54, 55 and 56 described as follows:

Commence at the intersection of the centerline of U.S. 17 and Southeasterly Section line of said Section 50; proceed Northeast along the Southeast Section line of said Section 50 approximately 3,300 feet to a point; thence Northwest perpendicular to the Southeast Section line of said Section 50 for a distance of approximately 14,000 feet to a point; thence Southwesterly and parallel to the Southeast Section line of said Section 50 for a distance of approximately 2,400 feet to a point at the intersection of the centerline of U.S. 17; thence Southeast along the centerline of U.S. 17 to the Point of Beginning.

All lands contained in Section 51 North of SR-200 East of the West line of the parcel described in the Official Records Book 351, Page 757 of the Public Records of Nassau County, Florida, South of the ITT Rayonier private forest road #35, LESS and EXCEPT the Priest Lots 5 and 6 as described in Deed Book 95, Page 448 of the Public Records of Nassau County, Florida; and those parcels described in the Official Records Book 389, Page 124, the Official Records Book 546, Page 1286, and the Official Records Book 576, Page 431 of the Public Records of Nassau County, Florida.

All lying in Township 3 North, Range 27 East.

LESS and EXCEPT all parcels of land contained in Section 44, Township 2 North, Range 27 East, Nassau County, Florida, South of the centerline of the right-of-way State Road 200.

LESS and EXCEPT all parcels of land contained in Section 50, Township 3 North, Range 27 East, Nassau County, Florida, lying South of Lofton Creek and Southeast of a tributary of Lofton Creek which crosses U.S. 17 approximately 7,600 feet Northwest of the intersection of U.S. 17 and the Southwest boundary of Section 50, Township 3 North, Range 27 East, Nassau County, Florida.

Legal description of Tract "B" being a portion of Government Lot 2, Section 27 and a portion of Section 40. All lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27 and a portion of Section 40, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: For a Point of Beginning commence at a concrete monument set at the point where the Westerly right-of-way line of State Road No. 107 (a 66-foot right-of-way as established) intersects the Northerly right-of-way line of Parliament Drive (right-of-way varies) and run South $74^{\circ}50'00''$ West, along said Northerly right-of-way line, a distance of 193.37 feet to a concrete monument found at an angle point; run thence South $68^{\circ}02'40''$ West, continuing along said Northerly right-of-way line, a distance of 84.59 feet to a second angle point; run thence South $74^{\circ}50'00''$ West, continuing along last mentioned Northerly right-of-way line, a distance of 59.11 feet to a 5/8 inch rebar (found) at the Southeast corner of Tract "A", Nassau Lakes Subdivision - Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said county; run thence North $00^{\circ}40'39''$ West, along the Easterly line of said Tract "A", a distance of 426.89 feet to a concrete monument found at an angle point; run thence North $14^{\circ}38'53''$, East continuing along last mentioned Easterly line, a distance of 526.20 feet to a concrete monument found on the Southerly line of Government Lot 1 (as found monumented); run thence North $89^{\circ}12'41''$ East, along last mentioned Southerly line, a distance of 350.00 feet to a concrete monument found on the Northwestern right-of-way line of said State Road No. 107; run thence South $40^{\circ}16'30''$ West, along said Northwestern right-of-way line, a distance of 65.10 feet to a concrete monument found at a point of curvature; run thence in a Southerly direction along the arc of a curve in the Westerly right-of-way line of said State Road No. 107, said curve being concave to the East and having a radius of 606.69 feet; a chord distance of 462.71 feet to a concrete monument found at the point of tangency of said curve, the bearing of the aforementioned chord being South $17^{\circ}51'30''$ West; run thence South $04^{\circ}33'30''$ East, continuing along last mentioned Westerly right-of-way line, a distance of 354.11 feet to the Point of Beginning.

The land thus described contains 6.00 acres more or less and is subject to any easements of record lying within.

Legal description of Tract "C" being a portion of Government Lot 3, Section 27, Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands recorded in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: for a Point of Beginning commence at a concrete monument found at the point where the Southerly right-of-way line of Parliament Drive (right-of-way varies) intersects the Westerly right-of-way line of State Road No. 107 (a 66 foot right-of-way as established) and run South $04^{\circ}33'30''$ East, along said Westerly right-of-way line, a distance of 1126.13 feet to a concrete monument (found); run thence South $89^{\circ}29'53''$ West, along the Northerly line of lands now or formerly of ITT Rayonier, Inc., a distance of 400.00 feet to a concrete monument found at the Southeast corner of Tract "D", Nassau Lakes Subdivision - Phase 1-B, according to plat recorded in Plat Book 5, Pages 72 and 73, Public Records of said County; run thence North $00^{\circ}59'55''$ West, along the Easterly line of said Tract "D" and the Easterly line of Tract "C", Nassau Lakes Subdivision - Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, a distance of 1047.45 feet to a concrete monument found on the Southerly right-of-way line of aforementioned Parliament Drive; run thence North $74^{\circ}50'00''$ East, along said Southerly right-of-way line, a distance of 79.30 feet to a concrete monument found at an angle point; run thence North $81^{\circ}37'20''$ East, continuing along said Southerly right-of-way line, a distance of 84.59 feet to a concrete monument found at a second angle point; run thence North $74^{\circ}50'00''$ East, continuing along said last mentioned Southerly right-of-way line, a distance of 174.62 feet to the Point of Beginning.

The land thus described contains 9.11 acres, more or less, and is subject to any easements of record lying within.

Legal description of Tract "A" being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: for a Point of Beginning commence at a concrete monument found at the Northwest corner of said Section 27 and run North $88^{\circ}49'3''$ East, along the Northerly line of said Section 27, a distance of 2637.50 feet to a "Rayonier" monument found at the Northeast corner of the Northwest one-quarter of said Section 27, the same being the Northwest corner of Government Lot 1; run thence South $00^{\circ}59'55''$ East, along the Westerly line of said Government Lot 1, a distance of 1386.43 feet to a "Rayonier" monument found of the Northwest corner of Government Lot

2 (as found monumented): thence continue South $00^{\circ}59'55''$ East, along the Westerly line of Government Lot 2, a distance of 375 feet more or less to a point on a Northerly line of Nassau Lakes Subdivision-Phase 1-A. According to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, said point lying on the approximate Northerly edge of water of Bahama Lake (as shown on said subdivision plat); run thence in a Westerly direction along the Northerly edge of water of said Bahama Lake, a distance of 380 feet more or less, to the Southeast corner of Lot 1, Block 1, of aforementioned Nassau Lakes Subdivision-Phase 1-A; run thence North $26^{\circ}11'50''$ West, along the Easterly line of said Lot 1, Block 1, a distance of 300 feet, more or less to a 1/2-inch iron pipe found at the Northeast corner thereof; thence continue North $26^{\circ}11'50''$ West, a distance of 60.41 feet to a concrete monument (found); run thence in a Southwesterly direction along the arc of a curve in the Northerly right-of-way line of Nassau Lakes Circle (a 60 foot right-of-way as established), said curve being concave to the Northwest and having a radius of 339.20 feet, a chord distance of 110.00 feet, to the point of tangency of said curve, the bearing of the aforementioned chord being South $65^{\circ}51'38''$ West; run thence South $75^{\circ}11'31''$ West, continuing along said Northerly right-of-way line, a distance of 173.12 feet to the most Easterly corner of Lot 15, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence North $58^{\circ}40'43''$ West, along the Northeasterly line of said Lot 15, Block 2, a distance of 540 feet more or less to the most Northerly corner thereof, said point lying on the Easterly edge of water of Lake Paradise (as shown on aforementioned subdivision plat); run thence in a Southerly and Southwesterly direction along the edge of water of Lake Paradise, the same being a Westerly and Northerly line of said Nassau Lakes Subdivision Phase 1-A, a distance of 1200 feet, more or less to the most Northerly corner of Lot 1, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence South $48^{\circ}52'57''$ West, along the Northwesterly line of said Lot 1, Block 2, and the Southwesterly prolongation thereof, the same being a Northwesterly line of Block 4 of said Nassau Lakes Subdivision-Phase 1-A, a distance of 1,560 feet more or less to a 1/2-inch iron pipe found at the most Westerly corner of Lot 6, Block 4, said Nassau Lakes Subdivision-Phase 1-A; run thence North $18^{\circ}07'39''$ West, a distance of 3283.10 feet to a concrete monument found on the Northerly line of aforementioned Section 26; run thence North $89^{\circ}52'00''$ East, along said Northerly line, a distance of 1166.70 feet to the Point of Beginning.

The land thus described contains 170.00 Acres, more or less, and is subject to any easements of record lying within.

UTILITY NAME: UNITED WATER FLORIDA

YEAR OF REPORT
DECEMBER 31, 1995

COMPARATIVE BALANCE SHEET - ASSETS AND OTHER DEBITS

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
UTILITY PLANT				
101-106	Utility Plant	F-4	125,371,042	115,091,147
108-110	Less: Accumulated Depreciation and Amortization	F-6	25,122,306	23,170,872
	Net Plant		100,248,736	91,920,275
114-115	Utility Plant Acquisition			
	Adjustments (Net)	F-5	2,069,596	2,073,894
116	Other Utility Plant Adj.		0	0
	Total Net Utility Plant		102,318,332	93,994,169
OTHER PROPERTY AND INVESTMENTS				
121	Nonutility Property	F-4	377,785	377,785
122	Less: Accumulated Depreciation and Amortization		0	0
	Net Nonutility Property		377,785	377,785
123	Investment in Associated Companies	F-7	0	0
124	Utility Investments	F-7	0	0
125	Other Investments	F-7	0	0
126-127	Special Funds	F-7	(28,402)	(27,088)
	Total Other Property & Investments		(28,402)	(27,088)
CURRENT AND ACCRUED ASSETS				
131	Cash		213,181	246,022
132	Special Deposits		0	0
133	Other Special Deposits		0	0
134	Working Funds		700	700
135	Temporary Cash Investments		0	0
141-144	Accounts and Notes Receivable, Less Accumulated Provision for Uncollectible Accounts	F-8	1,911,595	1,937,734
145	Accounts Receivable from Associated Companies	F-9	0	0
146	Notes Receivable from Associated Companies	F-9	0	0
151-153	Material and Supplies		58,134	61,042
161	Stores Expense		0	0
162	Prepayments	F-10	164,395	304,798
171	Accrued Interest and Dividends Receivable		0	0
172	Rents Receivable		0	0
173	Accrued Utility Revenues		1,625,436	1,630,842
174	Misc. Current and Accrued Assets			
	Total Current and Accrued Assets		3,971,441	4,181,138

F-1(a)

COMPARATIVE BALANCE SHEET - ASSETS AND OTHER DEBITS

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
DEFERRED DEBITS				
181	Unamortized Debt Discount & Expense	F-11	0	0
182	Extraordinary Property Losses	F-11	0	0
183	Preliminary Survey & Investigation Chgs		685,372	181,085
	FAS 109 Regulatory Assets		4,772,561	5,272,406
184	Clearing Accounts		0	0
185	Temporary Facilities		0	0
186	Misc. Deferred Debits	F-10	1,771,187	1,110,565
187	Research & Development Expenditures		0	0
190	Accumulated Deferred Income Taxes		0	0
	Total Deferred Debits		7,229,620	6,554,156
	TOTAL ASSETS AND OTHER DEBITS		113,868,777	105,090,160

NOTES TO THE BALANCE SHEET

The space below is provided for important notes regarding the balance sheet.

F-1(b)

COMPARATIVE BALANCE SHEET - EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
EQUITY CAPITAL				
201	Common Stock Issued -----	F-13	50,000	50,000
204	Preferred Stock Issued -----	F-13	0	0
202,205	Capital Stock Subscribed -----		0	0
203,206	Capital Stock Liability for Conversion -----		0	0
207	Premium on Capital Stock -----		0	0
209	Reduction in Par or Stated Value of Capital Stock -----		0	0
210	Gain on Resale or Cancellation of Reacquired Capital Stock -----		0	0
211	Other Paid-In Capital -----		43,133,822	37,053,822
212	Discount on Capital Stock -----		0	0
213	Capital Stock Expense -----		0	0
214-215	Retained Earnings -----	F-14	22,060,284	20,726,597
216	Reacquired Capital Stock -----		0	0
218	Proprietary Capital (Proprietorship and Partnership Only) -----		0	0
	Total Equity Capital -----		65,244,107	57,830,419
LONG-TERM DEBT				
221	Bonds -----	F-15	0	0
222	Reacquired Bonds -----		0	0
223	Advances from Associated Companies -----	F-15	0	0
224	Other Long-Term Debt -----	F-13	0	0
	Total Long-Term Debt -----		0	0
CURRENT AND ACCRUED LIABILITIES				
231	Accounts Payable -----		1,135,811	1,478,301
232	Notes Payable -----	F-12	0	0
233	Accounts Payable to Associated Co. -----	F-12	0	45,395
234	Notes Payable to Associated Co. -----	F-12	0	0
235	Customer Deposits -----		9,258	10,100
236	Accrued Taxes -----	F-16	158,100	252,460
237	Accrued Interest -----	F-17	0	0
238	Accrued Dividends -----		0	0
239	Matured Long-Term Debt -----		0	0
240	Matured Interest -----		0	0
241	Miscellaneous Current and Accrued Liabilities -----	F-20	2,064,363	848,094
	Total Current and Accrued Liabilities -----		3,365,532	2,634,350

F-2(a)

COMPARATIVE BALANCE SHEET - EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
DEFERRED CREDITS				
251	Unamortized Premium on Debt -----	F-11	0	0
252	Advances for Construction -----	F-18	152,370	152,370
253	Other Deferred Credits -----		1,173,575	1,345,453
255	Accumulated Deferred Investment Tax Credits -----		1,246,518	1,281,558
	FAS 109 Regulatory Liability -----		762,355	764,624
	Total Deferred Credits -----		3,334,818	\$ 3,544,010
OPERATING RESERVES				
261	Property Insurance Reserve -----		0	0
262	Injuries and Damages Reserve -----		0	0
263	Pensions and Benefits Reserve -----		0	0
265	Miscellaneous Operating Reserves -----		0	0
	Total Operating Reserves -----		0	0
CONTRIBUTIONS IN AID OF CONSTRUCTION				
271	Contributions in Aid of Construction -----	F-19	54,295,639	51,911,723
272	Accumulated Amortization of Contributions in Aid of Construction -----	F-20	(14,697,659)	(13,473,051)
	Total Net C.I.A.C. -----		39,597,980	38,438,672
ACCUMULATED DEFERRED INCOME TAXES				
281	Accumulated Deferred Income Taxes - Accelerated Depreciation -----		0	0
282	Accumulated Deferred Income Taxes - Liberalized Depreciation -----		0	0
283	Accumulated Deferred Income Taxes - Other -----		2,326,340	2,542,709
	Total Accum. Deferred Income Taxes -----		2,326,340	2,542,709
	TOTAL EQUITY CAPITAL AND LIABILITIES -----		113,868,777	105,090,160

F-2(b)

UTILITY STATE: UNITED WATER FLORIDA

COMPARATIVE OPERATING STATEMENT

YEAR OF REPORT
DECEMBER 31, 1995

ACCT NO (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (c)	REF. PAGE (d)	CURRENT YEAR (e)	REF. PAGE (f)	WATER (g)	REF. PAGE (h)	WASTEWATER (i)	OTHER (j)
UTILITY OPERATING INCOME									
400	Operating Revenues	10,501,660	F-304	20,402,220	W 2	8,852,815	S 2	13,620,705	0
401	Operating Expenses	0,000,250	F-304	10,405,185	W 0	3,400,047	S 0	6,917,120	0
402	Depreciation Expense	1,556,473	F 6	1,520,270	W 604	517,723	S 04	1,020,615	0
406	Amortization of Utility Plant	72,223		20,100		12,752		13,400	0
407	Acquisition Adjustment	0		2,427,890	F 6	0		0	0
408 1	Amortization Expense	2,218,052	F-10	2,027,270	F-10	701,234	F-10	1,600,825	0
409 1	Taxes Other Than Income	431,120	F-16	202,270	F-16	175,370		21,001	0
410 10	Deferred Federal Income Taxes	600,520		015,005		250,235		655,750	0
410 11	Deferred State Income Taxes	118,817		120,720		25,414		104,225	0
411 10	Provision for Deferred Income Taxes - Credit	0		0		0		0	0
412 10	Investment Tax Credits Reflected to Federal/State	0		0		0		0	0
412 11	Investment Tax Credits Reflected to Operating Income	0		0		0		0	0
	Utility Operating Expenses	(25,640)		0		0		0	0
	Utility Operating Income	19,041,340		16,649,605		6,220,003		10,400,602	0
413	Income From Utility Plant Leased to Others	4,540,226		4,842,535	W 2	1,207,743	S 2	2,410,104	0
414	Gains (Losses) From Disposition of Utility Property	0		0		0		0	0
	Total Utility Operating Income	4,840,220		4,842,535		1,207,743		2,410,104	0

F-304

F-304

UTILITY NAME: UNITED WATER FLORIDA

YEAR OF REPORT
DECEMBER 31, 1995

ACCT. NO. (a)	ACCOUNT NAME (b)	PREVIOUS YEAR (d)	REF. PAGE (c)	CURRENT YEAR (e)
	Total Utility Operating Income (From Page F-3(a)]	4,540,326		4,242,535
	OTHER INCOME AND DEDUCTIONS			
415	Revenues From Merchandising, Jobbing and Contract Deductions	7,518		13,906
416	Costs and Expenses of Merchandising, Jobbing and Contract Work	(10,614)		(20,517)
419	Interest and Dividend Income	0		0
420	Allowance for Funds Used During Construction	5,872		330,619
421	Nonutility Income	163,264		7,305
426	Miscellaneous Nonutility Expense	0		(39,836)
	Total Other Income and Deductions	166,040		291,477
	TAXES APPLICABLE TO OTHER INCOME			
408.20	Taxes Other Than Income	0	F-16	0
409.20	Income Taxes	0	F-16	0
410.20	Provision for Deferred Income Taxes	0		0
411.20	Provision for Deferred Income Taxes - Credit	0		0
412.20	Investment Tax Credits - Net	0		0
412.30	Investment Tax Credits Restored to Operating Income	0		0
	Total Taxes Applicable To Other Income	0		0
	Interest Expense			
427	Interest Expense	2,526,405	F-17	2,720,326
428	Amortization of Debt Discount & Expense	0	F-11	0
429	Amortization of Premium on Debt	0	F-11	0
	Total Interest Expense	2,526,405		2,720,326
	Extraordinary Items			
433	Extraordinary Income	0		0
434	Extraordinary Deductions	0		0
409.30	Income Taxes, Extraordinary Items	0	F-17	0
	Total Extraordinary Items	0		0
	NET INCOME	2,179,961		2,413,666

F-3(c)

UNITED WATERWORKS INC. AND SUBSIDIARIES
(A wholly-owned Subsidiary of United Water Resources Inc.)
Statement of Consolidated Income

<i>(thousands of dollars)</i>	Year ended 12/31/95*	Nine months ended 12/31/94*	Three months ended 3/31/94
			<i>(Unaudited)</i> <u>Predecessor</u>
Operating revenues	\$136,999	\$105,936	\$ 28,962
Operating expenses:			
Operation and maintenance	64,727	48,627	15,677
Depreciation and amortization	14,255	10,564	3,052
General taxes	<u>14,895</u>	<u>10,967</u>	<u>3,807</u>
Total operating expenses	<u>93,877</u>	<u>70,158</u>	<u>22,536</u>
Operating income	43,122	35,778	6,426
Interest and other expenses:			
Interest expense	19,819	13,598	4,462
Allowance for funds used during construction	(1,441)	(786)	(392)
Other income, net	<u>(2,928)</u>	<u>1</u>	<u>(130)</u>
Total interest and other expenses	<u>15,450</u>	<u>12,813</u>	<u>3,940</u>
Income before income taxes	27,672	22,965	2,486
Provision for income taxes	<u>10,694</u>	<u>8,735</u>	<u>896</u>
Net income applicable to common stock	<u>\$ 16,978</u>	<u>\$ 14,230</u>	<u>\$ 1,590</u>
Retained earnings at beginning of period	\$129,598	\$122,742	\$121,152
Net income applicable to common stock	16,978	14,230	1,590
Dividends to parent	<u>(7,000)</u>	<u>(7,374)</u>	<u>-</u>
Retained earnings at end of period	<u>\$139,576</u>	<u>\$129,598</u>	<u>\$122,742</u>

The accompanying notes are an integral part of these consolidated financial statements.
**Represents new basis of accounting effective April 1, 1994 and therefore these amounts are not comparable to the three months ended 3/31/94 (See Note 1).*

UNITED WATERWORKS INC. AND SUBSIDIARIES
(A wholly-owned Subsidiary of United Water Resources Inc.)
Consolidated Balance Sheet

<i>(thousands of dollars)</i>	December 31, 1995	1994
Assets		
Utility plant, including \$10,868 and \$17,892 under construction	\$ 693,461	\$ 648,251
Less accumulated depreciation	<u>128,267</u>	<u>121,099</u>
	565,194	527,152
Utility plant acquisition adjustments,		
Less accumulated amortization of \$3,221 and \$1,433	74,196	75,782
Real estate and other investments	1,305	721
Current assets:		
Cash and cash equivalents	173	3,705
Restricted cash	2,895	2,269
Accounts receivable and unbilled revenues, less allowance of \$125 and \$125	24,068	22,435
Note receivable from affiliated companies	23,500	-
Prepaid and other current assets	<u>3,826</u>	<u>3,710</u>
	54,462	32,119
Deferred charges and other assets:		
Regulatory assets	29,422	32,276
Prepaid employee benefits	2,144	3,479
Unamortized debt expense	8,675	7,188
Other deferred charges and assets	<u>4,230</u>	<u>3,118</u>
	44,471	46,061
	<u>\$ 739,628</u>	<u>\$ 681,835</u>
Capitalization and Liabilities		
Capitalization:		
Common stock and retained earnings	\$ 249,489	\$ 239,046
Preferred stock with mandatory redemption	797	819
Long-term debt	<u>214,370</u>	<u>195,232</u>
	464,656	435,097
Current liabilities:		
Notes payable	-	13,700
Long-term debt due within one year	11,308	4,839
Accounts payable and other accruals	11,173	16,760
Due to affiliated companies	9,246	7,346
Accrued taxes	2,497	5,977
Accrued interest and other current liabilities	<u>4,813</u>	<u>3,817</u>
	39,037	52,439
Deferred credits and other liabilities:		
Deferred income taxes and investment tax credits	46,564	51,638
Customer advances for construction	19,841	22,404
Contributions in aid of construction	124,398	110,289
Other deferred credits and liabilities	<u>45,132</u>	<u>9,968</u>
	235,935	194,299
Commitments and contingencies (Note 3)		
	<u>\$ 739,628</u>	<u>\$ 681,835</u>

The accompanying notes are an integral part of these consolidated financial statements.

15.00
70

WARRANTY DEED OFFICIAL RECORDS

255

See Exhibit "A"

Signed, sealed and delivered
in the presence of:

K. T. Ferdinandina Joint Venture
By: [Signature]
Harry H. Travett, Partner
2801 St. Johns Bluff Road
Jacksonville, Florida 32216

STATE OF FLORIDA
COUNTY OF *Duval*

Before me, personally appeared HARRY R. TREVETT, to me well known and known to me to be the individual described in or has produced _____ as identification and did take an oath and who executed the foregoing instrument as or of the partners of R. T. FERNANDINA JOINT VENTURE, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and seal _____

WITNESS my hand and official seal this 27 day of September 1921.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE

PAID 200.70

11057

Donna Van Puymbrouck
Donna Van Puymbrouck
Notary Public in and for the County
and State Aforesaid.
My Commission Expires: *1/1/00*
(Seal)

Received by
L. F. Fincannon, Jr. 2201 St. Johns Bldg.
Pho. 23311

EXHIBIT "A"

RICHARD P. CLARSON AND ASSOCIATES INC.

ENGINEERS — LAND SURVEYORS

1643 MALDO AVENUE

JACKSONVILLE, FLORIDA 32207

January 13, 1993

BK 0695 PG 1501

OFFICIAL RECORDS

LEGAL DESCRIPTION OF LIFT STATION SITE
FOR THE VILLAGES OF MARSH LAKES

A part of Section 37, Township 2 North, Range 20 East, Nassau County, Florida, being more particularly described as follows: For a Point of Reference commence at the southwesterly corner of Tract "n", Piney Island, according to plat thereof recorded in Plat Book 4, Pages 63 and 64 of the public records of Nassau County, Florida, said point also being the intersection of the northwesterly line of the Seaboard Coastline Railroad (a 120.0 foot right-of-way) and the northeasterly right-of-way line of Piney Island Drive (a 60.0 foot right-of-way) both as shown on said plat of Piney Island; run thence South $30^{\circ} 54' 59''$ East along the southeasterly prolongation of said northeasterly right-of-way line of Piney Island Drive, a distance of 417.45 feet to a point in the southeasterly right-of-way line of State Road No. 200, (State Road No. A-1-A, as now established for a width of 184.0 feet); run thence South $59^{\circ} 05' 01''$ West along said southeasterly right-of-way line of State Road No. 200, a distance of 57.05 feet; run thence South $30^{\circ} 54' 59''$ East, a distance of 155.0 feet to the Point of Beginning.

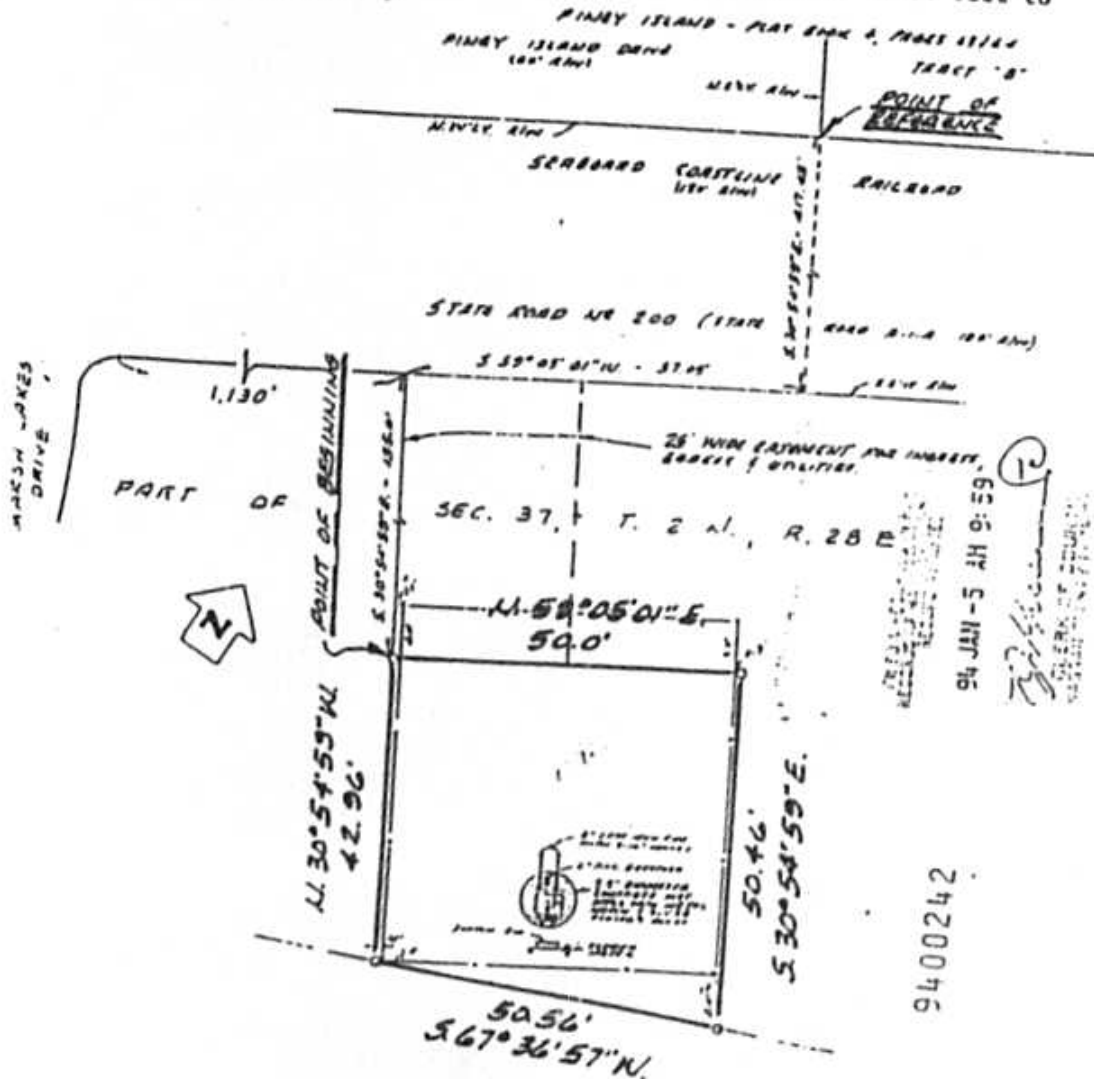
For the Point of Beginning thus described run North $59^{\circ} 05' 01''$ East, a distance of 50.0 feet; run thence South $30^{\circ} 54' 59''$ East, a distance of 50.56 feet; run thence South $67^{\circ} 36' 57''$ West, a distance of 50.56 feet; run thence North $30^{\circ} 54' 59''$ West, a distance of 42.96 feet to the Point of Beginning.

MAP TO SHOW

LIFT STATION PARCEL, FOR VILLAGES OF MARSH LAKES

A part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: For a Point of Reference commence at the southwesterly corner of Tract "A", Piney Island, according to plat thereof recorded in Plat Book 4, Pages 63 and 64 of the public records of Nassau County, Florida, said point also being the intersection of the northwesterly line of the Seaboard Coastline Railroad (a 120.0 foot right-of-way) and the northeasterly right-of-way line of Piney Island Drive (a 60.0 foot right-of-way) both as shown on said plat of Piney Island; run thence South $30^{\circ} 54' 59''$ East along the southeasterly prolongation of said northeasterly right-of-way line of Piney Island Drive, a distance of 417.45 feet to a point in the southeasterly right-of-way line of State Road No. 200, (State Road No. A-1-A, as now established for a width of 104.0 feet); run thence South $59^{\circ} 05' 01''$ West along said southeasterly right-of-way line of State Road No. 200, a distance of 57.05 feet; run thence South $30^{\circ} 54' 59''$ East, a distance of 155.0 feet to the Point of Beginning.

For the Point of Beginning thus described run North $59^{\circ} 05' 01''$ East, a distance of 50.0 feet; run thence South $30^{\circ} 54' 59''$ East, a distance of 50.46 feet; run thence South $67^{\circ} 36' 57''$ West, a distance of 50.56 feet; run thence North $30^{\circ} 54' 59''$ West, a distance of 42.96 feet to the Point of Beginning.



NOTE: BEGINNING SHOWN HEREIN REFER TO THE BEARING OF $59^{\circ} 05' 01''$ N FOR THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 AS PER PLAT OF AIRSH LOTS RECORDED IN PLAT BOOK 4, PAGES 63 & 64.

JAN 17 1991

QUIT CLAIM DEED

OK 0619 PG 0907
OK 0617 PG 0909
OFFICIAL RECORDS

THIS QUITCLAIM DEED is executed this 26th of January, 1990, by
SUNRAY UTILITIES, INC., (hereinafter referred to as first party) to SUNRAY
UTILITIES, INC. - NASSAU, whose mailing address is P.O. Box 1708,
Fernandina Beach, Florida 32034 (hereinafter referred to as second party).

WITNESSETH:

That the said first party, for and in consideration of the sum of TEN
(\$10.00) DOLLARS and other good and valuable considerations, does hereby
release, remise and quitclaim unto the second party, its successors and
assigns forever, all the right, title, interest, claim and demand which the
first party has in and to the following described real property situate,
lying and being in Nassau County, Florida:

See Exhibit A, attached hereto and by this reference made a part
hereof.

To have and to hold forever the same together with all and singular
the appurtenances thereunto belonging or in any wise appertaining, and all
the estate, right, title, interest, lien, equity and claim whatsoever
existing, in law or equity, of the first party.

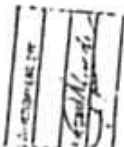
IN WITNESS WHEREOF, the first party has caused this instrument to be
executed in its name, upon the date above given.

SUNRAY UTILITIES, INC.

WITNESSES:

Debra L. Lohr
Debra H. Lohr

By: William S. Barry
President
Attest: John S. Nierder
General Secretary



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this date,
DECEMBER 16, 1990, by WILLIAM S. BARRY and
JAMES L. SUMMERS, as President and Assistant Secretary
respectively, of SUNRAY UTILITIES, INC., by authority and on behalf of the
corporation.

Vicki A. Vojtech
NOTARY PUBLIC

My Commission Expires:
MAY 1992, STATE OF FLORIDA
My Commission Expires Jan. 31, 1992

This instrument was prepared by:
JAMES L. SUMMERS
SUNRAY UTILITIES, INC.
1708 P.O. BOX
FERNANDINA BEACH, FL 32034

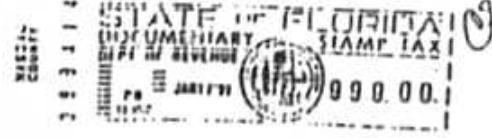


EXHIBIT A TO QUITCLAIM DEED
SUNRAY UTILITIES, INC. TO SUNRAY UTILITIES, INC. - OFFICIAL RECORDS

061900900

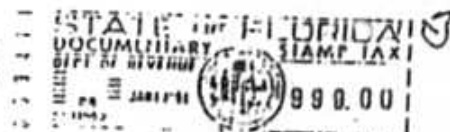
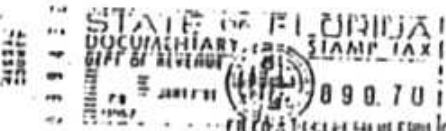
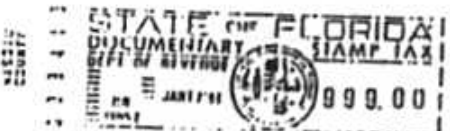
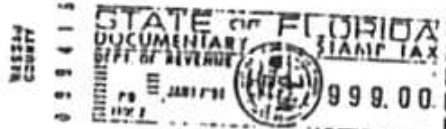
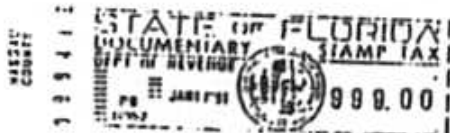
SUNRAY UTILITIES, INC.
NASSAU COUNTY, FL.

061700610
OFFICIAL RECORDS

All right, title and interest of Sunray Utilities, Inc. in, under or existing by reason of the documents listed below, all of which appear of record in the Official Public Records of Nassau County, Florida.

BOOK	PAGE	DATE	GRANTOR	GRANTEE
516	603	04/29/87	RAYONIER	SUNRAY
532	274	11/09/87	RAYONIER	SUNRAY
532	277	11/09/87	SUNRAY	FL. POWER & LIGHT
542	25	07/31/87	AMELIA ISLAND CO.	SUNRAY
550	511	07/26/88	RAYONIER	SUNRAY
550	513	07/18/88	MARSH LAKES DEVELOPMENT CO.	SUNRAY
550	514	07/05/88	RAYONIER	SUNRAY
550	518	07/02/88	ALMENDI	SUNRAY
550	521	07/14/88	LEE	SUNRAY
550	524	07/22/88	HAAT	SUNRAY
553	275	09/26/88	RAYONIER	ADVISORY BOARD/CHURCH OF THE NAZARENE
555	1209	10/06/88	LANE	SUNRAY
555	1264	10/06/88	LANE	SUNRAY
555	1258	11/16/88	HA	HA
555	1212	10/25/88	ANNICO	SUNRAY
559	923	12/07/88	RAYLAND	SUNRAY
559	918	12/05/88	HAAS	SUNRAY
591	384	02/21/90	RTOC	SUNRAY
591	386	02/21/90	RTOC	SUNRAY
591	388	02/21/90	RTOC	SUNRAY

*Date document executed. NA=Not Applicable.



9102401

91 FEB 20 AM 10:25

Rec- 10.50
SS- 55

AUG 17 1988

SPECIAL WARRANTY DEED

BK0550PG0511
OFFICIAL RECORDS

THIS WARRANTY DEED, made upon July 25, 1988, is between ITT RAYONIER INCORPORATED, a Delaware corporation authorized for and doing business within Florida, hereinafter called the Grantor, and SUNRAY UTILITIES, INC., a Delaware corporation, whose mailing address is P.O. Box 1708, Fernandina Beach, Florida 32034, hereinafter called the Grantee.

WITNESSETH

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs, successors and assigns forever, the following described land:

ALL OF THAT CERTAIN TRACT, OR PARCEL OF LAND, CONTAINING 3.13 ACRES, MORE OR LESS, AND LYING AND BEING IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN AND BY EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO:

- (a) The lien of accrued but unpaid ad valorem property taxes, if any, for the year of the grant.
- (b) Restrictions, reservations and covenants of record, and easements and rights of way of record or apparent from an inspection of the land.
- (c) Existing zoning classification, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold in fee simple forever;

And the Grantor does hereby warrant to the Grantee that it will warrant and defend the premises herein conveyed against the lawful claims and demands of all persons claiming by, through or under it, but against none others.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in its name by its properly and duly authorized corporate officers, upon the date above given.

ITT RAYONIER INCORPORATED

WITNESSES:

Dupree Little
Carrie H. Hallman

By: William S. Berry
President

Attest: John R. [Signature]
Secretary

STATE OF Florida
COUNTY OF HASSEL

The foregoing instrument was acknowledged before me this date, August 16, 1988, by William S. Berry and John B. Cannella, as Vice President and Secretary, respectively, of ITT RAYONIER INCORPORATED, a Delaware corporation, on behalf of the corporation.

Deborah B. [Signature]
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 18, 1991

EXHIBIT A

BK0550PG0512
OFFICIAL RECORDS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE CENTERLINE INTERSECTION OF STATE ROAD NO. 200, AND STATE ROAD NO. 200/A-1-A AND RUN SOUTH 00°-23'-55" EAST, A DISTANCE OF 96.39 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200/A-1-A; THENCE CONTINUE SOUTH 00°-23'-55" EAST, A DISTANCE OF 1624.10 FEET TO A POINT; RUN THENCE SOUTH 81°-37'-50" EAST, A DISTANCE OF 701.18 FEET TO A 1/2 INCH IRON PIPE SET FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 81°-37'-50" EAST, A DISTANCE OF 185.0 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE SOUTH 08°-22'-10" WEST, A DISTANCE OF 605.17 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE SOUTH 35°-52'-01" WEST, A DISTANCE OF 197.09 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE NORTH 81°-37'-50" WEST, A DISTANCE OF 94.00 FEET TO A 1/2 INCH IRON PIPE (SET); RUN THENCE NORTH 08°-22'-10" EAST, A DISTANCE OF 780.0 FEET TO THE POINT OF BEGINNING.

8010348

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FLORIDA

NO
00 AUG 17 P.12:41

CLERK OF COMMISSION
NASSAU COUNTY, FLORIDA

1-15.00
SS-974.60

DEC 1 1987

CONFIRMATORY AND CORRECTIVE
SPECIAL WARRANTY DEED

053260276
OFFICIAL RECORDS

THIS SPECIAL WARRANTY DEED, made upon November 9, 1987, is between ITT RAYONIER INCORPORATED, a Delaware corporation authorized for and doing business within Florida, hereinafter called the Grantor, and SUNRAY UTILITIES, INC., a Delaware corporation, whose mailing address is 1177 Summer Street, Stamford, Connecticut 06904 hereinafter called the Grantee.

R E C I T A L S

- A. Grantor conveyed a tract of land to Grantee by Special Warranty Deed dated April 29, 1987, and recorded at OFFICIAL RECORDS BOOK 0516, Pages 0603-0604, Public Records of Nassau County, Florida, which deed, as so recorded, is incorporated herein by this reference.
- B. In the deed document incorporated herein by error, the description of the property as stated in EXHIBIT A contained an erroneous call in the metes and bounds description.
- C. This CONFIRMATORY and CORRECTIVE SPECIAL WARRANTY DEED is given and received to reflect the true and correct description of the property being conveyed (the prior deed being insufficient by reason of the error to locate the tract of land) and to clarify the record.

W I T N E S S E T H

THAT THE GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs, successors and assigns forever, the following described land:

ALL OF THAT CERTAIN TRACT, OR PARCEL OF LAND, CONTAINING 33.8 ACRES, MORE OR LESS, AND LYING AND BEING IN NASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN AND BY EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO:

- (a) The lien of accrued but unpaid ad valorem property taxes, if any, for the year of the grant.
- (b) Restrictions, reservations and covenants of record, and easements and rights of way of record or apparent from an inspection of the land.
- (c) Existing zoning classification, if any.

TOGETHER WITH ALL the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold in fee simple forever;

AND THE GRANTOR does hereby warrant to the Grantee that it will warrant and defend the premises herein conveyed against the lawful claims and demands of all persons claiming by, through or under it, but against none others.

R/T:

Noted by: [unclear] 10/27/87
Sub: [unclear]
FEBRUARY 11 1988

STATE OF FLORIDA
DOCUMENTARY
DEPT. OF REVENUE
974.60

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in its name by its properly and duly authorized corporate officers, upon the date above given.

WITNESSES:

Deborah L. Lillian

Katherine J. Conway

ITT RAYONIER INCORPORATED

By: John A. Conway Vice President

Attest: John A. Conway Secretary

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this date, November 9, 1988, by G. J. M. Black and John A. Conway, as Vice President and Secretary respectively, of ITT RAYONIER INCORPORATED, a Delaware corporation, on behalf of the corporation.

My Commission Expires: 3/31/89

Robert E. McNeil
NOTARY PUBLIC

EX0532PG0875
OFFICIAL RECORD



EXHIBIT "A"

BK 0532 PG 0276
OFFICIAL RECORDS

A portion of Sections 1, 12 and 37, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersections of the centerlines of State Road No. 200A, a 100 foot right-of-way as now established, and State Road No. 200, A1A, a 184 foot right-of-way as now established; run thence South 00° 23' 50" East, a distance of 96.59 feet to a point lying on the Southerly right-of-way line of said State Road 200; run thence along said Southerly right-of-way line North 72° 46' 59" West, a distance of 900.0 feet; run thence South 08° 43' West, a distance of 1660.0 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 08° 43' West, a distance of 1550.0 feet; run thence North 81° 17' West, a distance of 950.0 feet; run thence North 08° 43' East, a distance of 1550.0 feet; run thence South 81° 17' East, a distance of 950.0 feet to the Point of Beginning.

The above described parcel of land containing 33.8 acres more or less.

8715939

FILED AND RECORDED IN THE
RECORDS OF NASSAU COUNTY

07 DEC -1 PM 1961

CLERK OF THE COURT
NASSAU COUNTY, FLORIDA

MAY 2 1988

DX 0542 PG 0025
OFFICIAL RECORDS

WARRANTY DEED

17.05 / 13.05
THIS WARRANTY DEED, made this 31 day of July, 1987, by and between AMELIA ISLAND COMPANY, a Delaware corporation, an successor by merger to Marsh Lake Development Company ("Grantor"), and SUNSHINE UTILITIES, INC., a Delaware corporation, whose address is Post Office Box 1700, Fort Lauderdale Beach, Florida 33304 ("Grantee"):

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property in Nassau County, Florida:

See Exhibit "A" attached hereto.

To have and to hold in fee simple forever.

Together with all the tenements, improvements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO taxes for the year 1987 and subsequent years and covenants, restrictions and other matters of record.

The benefits and obligations hereunder shall inure to and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to the property hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed on the date stated above.

Witnesses:

AMELIA ISLAND COMPANY, a Delaware corporation, an successor by merger to Marsh Lake Development Company

By: P. J. [Signature]
[Signature]

GRANTOR

Judy S. Davis
Harry S. Davis



A CERTIFIED TRUE COPY
[Signature]
Clerk of the Court / County of Nassau
Nassau County, Florida

OK0542PG0026
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 31st day of July, 1987, by Townsend Clarkann, the Vice President of Amelia Island Company, a Delaware corporation, on behalf of the corporation.

Ormit H. Williams
Notary Public State of Florida at
large
My commission expires:

Notary Public, State of Florida
My Commission Expires June 29, 1990
I took the necessary oaths before me

H. L. S.

0X0542PG0027
OFFICIAL RECORDS

EXHIBIT "A"

A portion of Section 41, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For Point of Reference commence at the Southeast corner of Section 40; thence North 41°00'00" East, along the line dividing Sections 40 and 41, 3320.93 feet to a point on the Northerly line of those lands described and recorded in Deed Book 238, page 117 of the public records of said County; thence South 87°16'20" East, along the Northerly line of said lands, 43.36 feet; thence South 87°20'33" East, along the Northerly line of said lands, and those lands as described and recorded in Official Records Book 154, page 176 of the public records of said County, being also the Southerly line of those lands as described and recorded in Deed Book 229, page 423 of the public records of said County, 1121.97 feet to an iron pipe at the Southeast corner of last said lands being a point on the Westerly right of way line of Little Berry Lane (as now established by usage) marking the beginning of a curve concave Southwesterly; thence Northwesterly with said curve along a fence line and along said right of way line, a chord bearing and distance of North 03°01'38" West, 92.56 feet to the POINT OF BEGINNING.

From the Point of Beginning thus described thence continue Northwesterly with said curve along said fence line and said right of way line; thence North 00°26'52" West a distance of 1.12 feet; thence North 03°03'45" West a distance of 9.80 feet; thence North 01°34'52" West a distance of 15.01 feet; thence North 00°02'23" West a distance of 13.28 feet; thence North 02°11'37" West a distance of 11.01 feet; thence North 00°48'36" West a distance of 9.82 feet; thence North 02°00'35" West a distance of 11.81 feet; thence North 01°57'39" West a distance of 12.01 feet; thence North 01°36'59" West a distance of 9.71 feet; thence North 02°26'27" West a distance of 16.01 feet; thence North 01°48'34" East a distance of 8.36 feet; thence North 11°40'35" West a distance of 7.95 feet; thence North 00°16'43" West a distance of 10.12 feet; thence North 09°10'03" West a distance of 9.83 feet; thence North 09°51'27" West a distance of 20.00 feet; thence North 09°12'11" West a distance of 11.35 feet; thence North 09°57'28" West a distance of 11.78 feet; thence North 09°19'14" West a distance of 10.57 feet; thence North 09°43'20" West a distance of 11.81 feet; thence North 09°49'19" West a distance of 11.94 feet; thence North 09°39'20" West a distance of 11.17 feet; thence North 09°35'56" West a distance of 11.42 feet; thence North 08°54'22" West a distance of 9.31 feet; thence North 10°00'36" West a distance of 10.59 feet; thence North 09°34'35" West a distance of 10.78 feet; thence South 80°39'27" West, 137.44 feet; thence South 09°20'33" East, 62.25 feet to a point of curvature of a curve to the right, said curve being concave Northwesterly and having a radius of 120.00 feet; thence Southwesterly along and around the arc of said curve, an arc distance of 86.89 feet to a point, said arc being subtended by a chord bearing and distance of South 11°24'04" West, 85.00 feet; thence South 57°51'24" East, 202.99 feet to the POINT OF BEGINNING.

FILED AND RECORDED IN DEED BOOK 238, PAGE 117

8805092

APR 29 1964

FILED IN DEED BOOK 238, PAGE 117
NASSAU COUNTY, FLORIDA

MAY 1 1987

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made upon 051660603, 1987, is between ITT RAYONIER INCORPORATED, a Delaware corporation, for and doing business within Florida, hereinafter called the Grantor, and SUNRAY UTILITIES, INC., a Delaware corporation, whose mailing address is 1177 Summer Street, Stamford, Connecticut, 06904 hereinafter called the Grantee.

WITNESSETH

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs, successors and assigns forever, the following described land:

ALL OF THAT CERTAIN TRACT, OR PARCEL OF LAND, CONTAINING 338 ACRES, MORE OR LESS, AND LYING AND BEING IN HASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN AND BY EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO:

- The lien of accrued but unpaid ad valorem property taxes, if any, for the year of the grant.
- Restrictions, reservations and covenants of record, and easements and rights of way of record or apparent from an inspection of the land.
- Existing zoning classification, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold in fee simple forever;

And the Grantor does hereby warrant to the Grantee that it will warrant and defend the premises herein conveyed against the lawful claims and demands of all persons claiming by, through or under it, but against none others.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in its name by its properly and duly authorized corporate officers, upon the date above given.

WITNESSES:

Clair H. Heltman
Connie L. Palmer

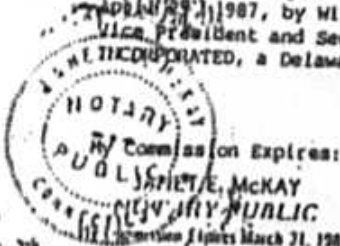
ITT RAYONIER INCORPORATED

By: William S. Berry
Sr. Vice President

Attest: John S. Canning
Secretary

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this date, APR 23, 1987, by William S. Berry and John S. Canning, as Senior Vice President and Secretary, respectively, of ITT RAYONIER INCORPORATED, a Delaware corporation, on behalf of the corporation.



Janet E. McKay
NOTARY PUBLIC

EXHIBIT - A -

A portion of Sections 1, 12 and 37, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersections of the centerlines of State Road No. 200A, a 100 foot right-of-way as now established, and State Road No. 200, A1A, a 184 foot right-of-way as now established; run thence South 00° 23' 30" East, a distance of 96.39 feet to a point lying on the Southerly right-of-way line of said State Road 200; run thence along said Southerly right-of-way line North 72° 46' 39" East, a distance of 900.0 feet; run thence South 08° 43' West, a distance of 1660.0 feet to the Point of Beginning.

From the Point of Beginning thus described, continue South 08° 43' West, a distance of 1550.0 feet; run thence North 81° 17' West, a distance of 950.0 feet; run thence North 08° 43' East, a distance of 1550.0 feet; run thence South 81° 17' East, a distance of 950.0 feet to the Point of Beginning.

The above described parcel of land containing 33.8 acres more or less.

EXHIBIT

A

Presented by
to Special Attorney General
by F.D. Blyden
and Dorothy White

8706109

FILED AND RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FLA.

07 MAY -1 A1111:10

J. H. Green
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

JUN 6 1976

SPECIAL WARRANTY DEED

OK 0765 PC 0470
OFFICIAL RECORDS

Recd - 10.50
DOC - 45.50
\$56.00

THIS SPECIAL WARRANTY DEED, made upon July 9, 1976, is between RAYLAND COMPANY, INC., a Delaware Corporation authorized for and doing business within Florida, whose mailing address is 501 Centre Street (P.O. Box 1188) Fernandina Beach, Florida 32034, hereinafter called the Grantor, and SUNRAY UTILITIES-HASBAU, INC., whose mailing address is 501 Centre Street, Fernandina Beach, Florida 32034 hereinafter called the Grantee.

WITNESSETH

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land:

A PORTION OF SECTION 25, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows: COMMENCE at the centerline intersection of State Road No. 200A 9a 100 foot right of way as now established) and State Road No. 200/A1A (a variable width right of way as now established); thence South 00°23'55" East, a distance of 69.59 feet, to the Westerly prolongation of the Southerly right of way line of said State Road No. 200/A1A; thence South 72°46'59" East, along last said line, and along said Southerly right of way line, a distance of 2590.84 feet; thence South 17°13'01" West, departing said Southerly right of way line, 25.00 feet, to the POINT OF BEGINNING; thence South 72°46'59" East, parallel to and 25.00 feet Southerly of said Southerly right of way line, 40.00 feet; thence South 17°13'01" West, 47.00 feet; thence North 72°46'59" West, 40.00 feet; thence North 17°13'01" East, 47.00 feet, to the POINT OF BEGINNING. Containing 1,880 square feet, more or less.

SUBJECT TO:

- The lien of accrued but unpaid ad valorem property taxes, if any, for the year of the grant.
- Restrictions, reservations and covenants of record, and easements and rights of way of record or apparent from an inspection of the land.
- Existing zoning classification.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold in fee simple forever:

AND THE GRANTOR does hereby warrant to the Grantee that it will warrant and defend the premises herein conveyed against the lawful claims and demands of all persons claiming by, through or under it, but against none others.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in its name by its properly and duly authorized corporate officers, upon the date given above.

Witnesses:
[Signature] (Sign)
SCOTT ZEPPEL (Print)
[Signature] (Sign)
[Signature] (Print)

RAYLAND COMPANY, INC.
(P.O. Box 1188, Fernandina Beach, FL 32034)
By: [Signature] (Sign)
W. D. Pridemore (Print)
As Its: President (Title)
ATTEST: [Signature] (Sign)
[Signature] (Print)
As Its: Secretary (Title)

STATE OF Florida
COUNTY OF NASSAU

OK 0765 PG 0471
OFFICIAL RECORDS

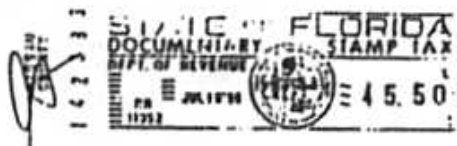
BEFORE ME the undersigned authority personally appeared
W.D. Erickson and James C. Shroads as
President and Assistant Secretary, respectively, of
RAYLAND COMPANY, INC., a Delaware corporation, who acknowledged
before me the execution of this instrument by authority and on
behalf of said corporation. Both are personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this July 9, 1976

Deleene B. Goode (Sign)
Deleene B. Goode (Print)
NOTARY PUBLIC
State of Florida
Commission No. _____
Commission Expires: _____
DELEENE B. GOODE
Notary Public, State of Florida
My Comm. expires Oct. 31, 1999
Comm. No. CC 807262

L: \RAYLAND\DEEDS\SHRODS\RY (6/96)

217 This instrument was prepared by
JAMES L. SHROADS
RAYDIER
P. O. Box 723
TAMPA, FL 33611



9614656

THIS RECORD IS THE
OFFICIAL RECORD OF THE
RECORDS SECTION

96 JUL 16 AM 11:42

CLERK OF CIRCUIT
NASSAU COUNTY, FLORIDA

SUNRAY SERVICE AVAILABILITY
FEES AND CHARGES TO BE RETAINED

Plant Capacity Charge

Water

Residential - Per ERC (350 GPD)	\$368.00
All others - per gallon	\$1.05

Wastewater

Residential - Per ERC (280 GPD)	\$370.00
All others - per gallon	\$1.32

Guaranteed Revenue Charge

Water

With Prepayment of Service Availability Charges	
Residential - per ERC/month (350 GPD)	\$10.84

Wastewater

With Prepayment of Service Availability Charges	
Residential - per ERC/month (280 GPD)	\$13.99

UNITED WATER FLORIDA INC.

CANCELS

REVISED SHEET NO.3.1.2

REVISED SHEET NO.3.1.2

WATER TARIFF

(Con't. from Sheet No. 3.1.1)

COMMISSION ORDER(S) APPROVING TERRITORY SERVICED - (Con't.)

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-94-0159-FOF-WS	02/09/94	931022-WS	Amendment of the Ponte Vedra Terri- To Include the Fountains Asso- ciation, Inc.
PSC-94-0433-FOF-WS	04/11/94	940022-WS	Correction of Legal Description of Ponte Vedra Territory
			Transfer of Sunray Utilities-Nassau, Inc.
			Amendment to Include Service Territory of Sunray Utilities- St. Johns, Inc.

Effective

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.71)

DOCKET: _____ ORDER: _____ DATED: _____

DESCRIPTION OF TERRITORY SERVED
(Nassau County)

TOWNSHIP 3 NORTH, RANGE 27 EAST:

The portion of Section 51 lying Southerly of the Railroad right-of-way, and Easterly of Lofton Creek.

The portion of Section 52 lying Easterly of Lofton Creek.

The fractional portion of Section 33, if any, lying in the Southeasterly most corner of Township 3 North, Range 27 East.

TOWNSHIP 3 NORTH, RANGE 28 EAST:

All of Section 37.

All of Section 44, LESS and EXCEPT such portion of the section as may lie Northerly of the right-of-way of Green Pine Road, as well as Northerly of a line extending Green Pine Road from its intersection with Chester Road, directly and due West to terminate at the North-South boundary line between Range 28 East and Range 27 East, which is also the Westerly boundary line of Section 44.

Section 50, LESS and EXCEPT such portions as may lie Easterly or Northerly of the right-of-way of Blackrock Road (SR-107).

TOWNSHIP 2 NORTH, RANGE 27 EAST:

That portion of Section 38 lying Easterly of Lofton Creek, LESS and EXCEPT the subdivision of Meadowfield Bluffs.

All of Section 39.
(Con't. to Sheet No. 3.73)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.72)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All of Section 40.

All of Section 12.

All of Section 37.

All of Section 1.

That portion of Section 13 lying Easterly of Lofton Creek.

That portion of Section 11 lying Easterly of Lofton Creek.

That portion of Section 14 lying Easterly of Lofton Creek.

That portion of Section 24 lying Easterly of Lofton Creek.

TOWNSHIP 2 NORTH - RANGE 28 EAST:

All of Section 30.

The westerly $\frac{1}{2}$ of Section 29.

In Section 32, the Northerly $\frac{1}{4}$ of the Northeasterly $\frac{1}{4}$ of the Northwesterly $\frac{1}{4}$ together with the Northwesterly $\frac{1}{4}$ of the Northwesterly $\frac{1}{4}$ of said Section.

Section 26, LESS and EXCEPT that part of the Easterly $\frac{1}{4}$ platted as NASSAU LAKES SUBDIVISION.

In Section 27, (a) that portion of Government Lot 3 lying Westerly of State Road 107, LESS and EXCEPT such portion thereof as may be platted as Nassau Lakes Subdivision: TOGETHER WITH (b) that portion of the Westerly $\frac{1}{2}$ LESS and EXCEPT such portion as may be platted as Nassau
(Con.'t to Sheet No. 3.74)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.73)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Lakes Subdivision.

Section 25, LESS and EXCEPT so much land in the Northeast 1/4 as may lie Northerly of the Railroad right-of-way (Seaboard Coast Line, a/k/a/ CSX) and FURTHER LESS and EXCEPT so much of the Southeast 1/4 as may lie Southerly of the right-of-way of SR-200 (U.S. Highway A1A).

That part of Section 37, Township 2 North, Range 20 East, Nassau County, Florida and being more particularly described as follows:

Commence at a concrete monument at the Southerwesterly corner of Tract "B" as shown on the Plat of Piney Island, as recorded in Plat Book 4, Pages 62 and 63, of the Public records of said Nassau County, Florida, said point being an intersection of the Northeasterly right-of-way line of Piney Island Drive (a 60 foot right-of-way) with the Northwesternly right-of-way line of the Seaboard Coastline Railroad (a 120 foot right-of-way) both as shown on the said Plat of Piney Island; thence South 30°54'59" East, 417.45 feet to an intersection with the Southeasterly right-of-way line of State Road No. 200 (also known as State Road No. A1A), (a 184 foot right-of-way); and the Point of Beginning; thence North 59°05'01" East, along the said Southeasterly right-of-way line, a distance of 1612 feet more or less to the 3.40 foot elevation contour line; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesternly and Northerly along the said 3.40 foot contour line, a distance of 9500 feet more or less to an

(Con't. to Sheet No. 3.75)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.74)

DOCKET: _____ ORDER: _____ DATED: _____ (con't)

intersection with the aforementioned Southeasterly right-of-way line of State Road No. 200 (Also known as State Road No. A1A), said point lying South 59°05'01" West and 1387 feet more or less from the Point of Beginning; thence North 59°05'01" East along the said Southeasterly right-of-way line a distance of 1387 feet more or less to the Point of Beginning.

Those portions of Sections 40 and 41 more particularly described as:

All of that certain lot, piece or parcel of land situate, lying and being in Section 40, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Southeasterly line of said Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence North 09°35' West a distance of 557 feet to a point on the Easterly right-of-way of a graded County Road (40' r/o/w), thence North 4°15' West along said right-of way a distance of 669 feet to a point, thence North 06°25' East continuing along said right-of-way a distance of 664 feet to a point at the intersection of the said Easterly right-of-way and the Southerly right-of-way line of the Old Fernandina-Yulee Road (40' r/o/w), thence North 88°21' East along said right-of-way line of the Old Fernandina-Yulee Road a distance of

(Con't. to Sheet No. 3.76)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.75)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

651 feet to a point on the westerly right-of-way line of a county road, thence South 18°50' East along said Westerly right-of-way line a distance of 890 feet, more or less, to a point on the Section line between said Section 40 and Section 41, thence South 41°00' West along said section in a distance of 1352 feet, more or less to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Section 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows; Beginning at a point on the Section line between said Section 41 and Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence South 09°35' East a distance of 44.1 feet to a point, thence South 87°42' East a distance of 1109 feet to a point on the Westerly right-of-way line of a graded County Road (40' r/o/w), thence in a Northwesterly direction along the said right-of-way line and around a curve to the left a distance of 1181 feet to a point on the Section line between said Section 41 and Section 40, thence South 41°00' West along said Section line a distance of 1352 feet, more or less, to the Point of Beginning.

(Con't. to Sheet No. 3.77)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.76)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Sections 40 and 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the boundary line between said Sections 40 and 41 that lies North 41°00' East a distance of 3376.00 feet from the Southern most corner of said Section 40; thence South 9°35' East a distance of 44.1 feet to a point; thence North 87°42' West, a distance of 73.26 feet, more or less, to a point on the Easterly right-of-way line of a graded County Road (40' right-of-way); thence North 02°37' West, along the easterly right-of-way line of said County Road, a distance of 590.38 feet to a point; thence South 09°35' East, a distance of 557.0 feet to the Point of Beginning.

In Township 2 North, Range 28 East,
Nassau County, Florida:

That portion of Sections 24 and 39 lying South of the Seaboard Coastline Railroad and, the Northeast 1/4 of the Northeast 1/4 of Section 27 and, that part of Sections 37 and 40 lying North of an Easterly extension of the South line of the North 1/4 of Section 27 and South of the Seaboard Coastline Railroad and, the Southeast 1/4 of Section 25;

(Con't. to Sheet No. 3.78)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.77)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

LESS and EXCEPT those portions previously granted by Order Number 19392, dated May 31, 1988.

All parcels of land contained in Section 44 North of the centerline of the right-of-way of State Road 200, East of ITT Rayonier private forest road #21, and West of the centerline of the CSX railroad right-of-way contained in Township 2 North, Range 27 East, Nassau County, Florida.

All parcels of land contained in Sections 50 and 51 North of the centerline of the right-of-way of State Road 200 and West of the centerline of the CSX Railroad right-of-way lying in Township 3 North, Range 27 East, Nassau County, Florida.

All lands contained in Section 1 lying West of the CSX Railroad right-of-way.

All lands contained in Section 2 lying East of I-95 West of the CSX Railroad right-of-way.

All lands contained in Section 11 lying East of I-95, LESS and EXCEPT that parcel of land described in Official Records Book 546, Page 1286 of the Public Records of Nassau County, Florida.

All lands contained in Section 14 East of I-95.

All lands contained in Section 23 East of I-95.

All lands contained in Section 41 East of I-95 and West of the CSX Railroad right-of-way, LESS and EXCEPT a parcel described as follows:

Commence at the intersection of the centerline of the CSX railroad right-of-way and CR-108;
(Con't. to Sheet No. 3.79)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.78)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

proceed in a Northwesterly direction 3,900 feet to a point; thence North 10 degrees East for a distance of approximately 3,400 feet until said bearing intersects the centerline of the CSX Railroad right-of-way; thence Southeasterly directly along the centerline of the CSX Railroad right-of-way back to the Point of Beginning.

All lying in Township 3 North, Range 26 East.

All parcels of land contained in Section 44 East of the ITT Rayonier private forest road #21, LESS and EXCEPT the lands described as follows:

Commence at the intersection of the Northeast corner of said Section 44 and proceed in a Westerly direction along the Northerly Section line of said Section 44 for a distance of approximately 2,800 feet to a point; thence in a Southerly direction along a line perpendicular to the Northerly Section line of said Section 44 for a distance of approximately 1,300 feet to a point; thence Easterly along a line parallel to the Northerly Section line of said Section 44 for a distance of approximately 1,600 feet to a point at the intersection of the Southeast Section line of said Section 44; thence Northeast along the Southeast Section line of said Section 44 to the Point of Beginning.

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 235, Page 514 of the Public Records of Nassau County, Florida.

(Con't. to Sheet No. 3.80)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.79)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 513, Page 91 and Deed Book 81, Page 359 of the Public Records of Nassau County, Florida.

All lying in Township 2 North, Range 27 East.

All lands contained in Sections 50 and 56 West of U.S. 17, LESS and EXCEPT that parcel which is described as follows:

Commence at the intersection of the centerline of U.S. 17 and the Southeast Section line of said Section 50; proceed Northwest along the centerline of U.S. 17 approximately 5,600 feet to a point; thence Southwest perpendicular to the centerline of U.S. 17 approximately 1,100 feet to a point; thence Southeast parallel to the centerline of the CSX Railroad right-of-way to a point of intersection with ITT Rayonier private forest road #55; thence Southerly along the centerline of said forest road #55 to the intersection of the South Section line of said Section 50; thence East along the South Section line of said Section 50 to the Southeast corner of Section 50; thence Northeast along the Southeast Section line of said Section 50 to the Point of Beginning.

All lands contained in Sections 50, 53, 54, 55 and 56 East of the centerline of the U.S. 17 right-of-way South of Crandall Road, ITT Rayonier private forest road #9 and Roses Bluff Road, LESS and EXCEPT that parcel of land described by exception 33 of Deed Book 99, Page 413 of the Public Records of Nassau County, Florida; and LESS and (Con't. To Sheet No. 3.81)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.80)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

EXCEPT that parcel contained in Sections 50, 53, 54, 55 and 56 described as follows:

Commence at the intersection of the centerline of U.S. 17 and South-easterly Section line of said Section 50; proceed Northeast along the Southeast Section line of said Section 50 approximately 3,300 feet to a point; thence Northwest perpendicular to the Southeast Section line of said Section 50 for a distance of approximately 14,000 feet to a point; thence Southwesterly and parallel to the Southeast Section line of said Section 50 for a distance of approximately 2,400 feet to a point at the intersection of the center line of U.S. 17; thence Southeast along the centerline of U.S. 17 to the Point of Beginning.

All lands contained in Section 51 North of SR-200 East of the West line of the parcel described in the Official Records Book 351, Page 757 of the Public Records of Nassau County, Florida, South of the ITT Rayonier private forest road #35, LESS and EXCEPT the Priest Lots 5 and 6 as described in Deed Book 95, Page 448 of the Public Records of Nassau County, Florida; and those parcels described in the Official Records Book 389, Page 124, the Official Records Book 546, Page 1286, and the Official Records Book 576, Page 431 of the Public Records of Nassau County, Florida.
(Con't. to Sheet No. 3.82)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.81)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All lying in Township 3 North, Range 27 East.

LESS and EXCEPT all parcels of land contained in Section 44, Township 2 North, Range 27 East, Nassau County, Florida, South of the centerline of the right-of-way State Road 200.

LESS and EXCEPT all parcels of land contained in Section 50, Township 3 North, Range 27 East, Nassau County, Florida, lying South of Lofton Creek and Southeast of a tributary of Lofton Creek which crosses U.S. 17 approximately 7,600 feet Northwest of the intersection of U.S. 17 and the Southwest boundary of Section 50, Township 3 North, Range 27 East, Nassau County, Florida.

Legal description of Tract "B" being a portion of Government Lot 2, Section 27 and a portion of Section 40. All lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27 and a portion of Section 40, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows; for a Point of Beginning commence at a concrete monument set at the point where the Westerly
(Con't. to Sheet No. 3.83)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.82)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

right-of-way line of State Road No. 107 (a 66-foot right-of-way as established) intersects the Northerly right-of-way line of Parliament Drive (right-of-way varies) and run South 74°50'00" West, along said Northerly right-of-way line, a distance of 193.37 feet to a concrete monument found at an angle point; run thence South 68°02'40" West, continuing along said Northerly right-of-way line, a distance of 84.59 feet to a second angle point: run thence South 74°50'00" West, continuing along last mentioned Northerly right-of-way line, a distance of 59.11 feet to a 5/8 inch rebar (found) at the Southeast corner of Tract "A", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said county; run thence North 00°40'39" West, along the Easterly line of said Tract "A", distance of 426.89 feet to a concrete monument found at an angle point: run thence North 14°38'53", East continuing along last mentioned Easterly line, a distance of 526.20 feet to a concrete monument found on the Southerly line of Government Lot 1 (as found monumented): run thence North 89°12'41" East, along last mentioned Southerly line, a distance of 350.00 feet to a concrete monument found on the Northwesterly right-of-way line of said State Road No. 107: run thence South 40°16'30" West, along said Northwesterly right-of-way line, a distance of 65.10 feet to a concrete monument found at a point of curvature: run thence in a Southerly direction

(Con't. to Sheet No. 3.84)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.83)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

along the arc of a curve in the Westerly right-of-way line of said State Road No. 107, said curve being concave to the East and having a radius of 606.69 feet: a chord distance of 462.71 feet to a concrete monument found at the point of tangency of said curve, the bearing of the aforementioned chord being South 17°51'30" West: run thence South 04°33'30" East, continuing along last mentioned Westerly right-of-way line, a distance of 354.11 feet to the Point of Beginning.

The land thus described contains 6.00 acres more or less and is subject to any easements of record lying within.

Legal description of Tract "C" being a portion of Government Lot 3, Section 27, Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands recorded in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows:

for a Point of Beginning commence at a concrete monument found at the point where the Southerly right-of-way line of Parliament Drive (right-of-way
(Con't. to Sheet No. 3.85)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.84)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

varies) intersects the Westerly right-of-way line of State Road No. 107 (a 66 foot right-of-way as established) and run South 04°33'30" East, along said Westerly right-of-way line, a distance of 1126.13 feet to a concrete monument (found); run thence South 89°29'53" West, along the Northerly line of lands now or formerly of ITT Rayonier, Inc., a distance of 400.00 feet to a concrete monument found at the Southeast corner of Tract "D", Nassau Lakes Subdivision - Phase 1-B, according to plat recorded in Plat Book 5, Pages 72 and 73, Public Records of said County; run thence North 00°59'55" West, along the Easterly line of said Tract "D" and the Easterly line of Tract "C", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, a distance of 1047.45 feet to a concrete monument found on the Southerly right-of-way line of aforementioned Parliament Drive; run thence North 74°50'00" East, along said Southerly right-of-way line, a distance of 79.30 feet to a concrete monument found at an angle point; run thence North 81°37'20" East, continuing along said Southerly right-of-way line, a distance of 84.59 feet to a concrete monument found at a second angle point; run thence North 74°50'00" East, continuing along said last mentioned Southerly right-of-way line, a distance of 174.62 feet to the Point of Beginning.

(Con't to Sheet No. 3.86)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.85)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

The land thus described contains 9.11 acres, more or less, and is subject to any easements of record lying within.

Legal description of Tract "A" being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: for a Point of Beginning commence at a concrete monument found at the Northwest corner of said Section 27 and run North 88°49'3" East, along the Northerly line of said Section 27, a distance of 2637.50 feet to a "Rayonier" monument found at the Northeast corner of the Northwest 1/4 of said Section 27, the same being the Northwest corner of Government Lot 1: run thence South 00°59'55" East, along the Westerly line of said Government Lot 1, a distance of 1386.43 feet to a "Rayonier" monument found of the Northwest corner of Government Lot 2 (as found monumented): thence continue South 00°59'55" East, along the Westerly line of Government Lot 2, a distance of 375 feet more or less to a point on a Northerly line of Nassau Lakes

(Con't. to Sheet No. 3.87)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.86)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Subdivision-Phase 1-A. According to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, said point lying on the approximate Northerly edge of water of Bahama Lake (as shown on said subdivision plat); run thence in a Westerly direction along the Northerly edge of water of said Bahama Lake, a distance of 380 feet more or less, to the Southeast corner of Lot 1, Block 1, of aforementioned Nassau Lakes Subdivision-Phase 1-A; run thence North $26^{\circ}11'50''$ West, along the Easterly line of said Lot 1, Block 1, a distance of 300 feet, more or less to a 1/2-inch iron pipe found at the Northeast corner thereof; thence continue North $26^{\circ}11'50''$ West, a distance of 60.41 feet to a concrete monument (found); run thence in a Southwesterly direction along the arc of a curve in the Northerly right-of-way line of Nassau Lakes Circle (a 60 foot right-of-way as established), said curve being concave to the Northwest and having a radius of 339.20 feet, a chord distance of 110.00 feet, to the point of tangency of said curve, the bearing of the aforementioned chord being South $65^{\circ}51'38''$ West; run thence South $75^{\circ}11'31''$ West, continuing along said Northerly right-of-way line, a distance of 173.12 feet to the most Easterly corner of Lot 15, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence North $58^{\circ}40'43''$ West, along the North-easterly line of said Lot 15, Block 2, a distance of 540 feet more or less to the most Northerly corner thereof,

(Con't to Sheet No. 3.88)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.87)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

said point lying on the Easterly edge of water of Lake Paradise (as shown on aforementioned subdivision plat); run thence in a Southerly and Southwesterly direction along the edge of water of Lake Paradise, the same being a Westerly and Northerly line of said Nassau Lakes Subdivision Phase 1-A, a distance of 1200 feet, more or less to the most Northerly corner of Lot 1, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence South 48°52'57" West, along the Northwesterly line of said Lot 1, Block 2, and the Southwesterly prolongation thereof, the same being a Northwesterly line of Block 4 of said Nassau Lakes Subdivision-Phase 1-A, a distance of 1,560 feet more or less to a 1/2-inch iron pipe found at the most Westerly corner of Lot 6, Block 4, said Nassau Lakes Subdivision-Phase 1-A; run thence North 18°07'39" West, a distance of 3283.10 feet to a concrete monument found on the Northerly line of aforementioned Section 26; run thence North 89°52'00" East, along said Northerly line, a distance of 1166.70 feet to the Point of Beginning.

The land thus described contains 170.00 Acres, more or less, and is subject to any easements of record lying within.

(Con't. to Sheet No. 3.89)

Munipalli Sambamurthi
Vice President

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
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Fire Protection Service, FW	19.0 - 19.1
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Meter Test Deposit	21.0
Miscellaneous Service Charges	22.0
Multi-Residential Service, MW	18.0 - 18.3
Residential Service, RW	17.0 - 17.3
Service Availability Fees and Charges	23.0 - 23.18

Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

WATER TARIFF

SUNRAY - NASSAU COUNTY AREA

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO. / RULE NO.</u>
<u>Administrative Fee</u>	A percentage of the Costs of Construction	Rule No. 7.1
<u>Back-Flow Preventor Installation Fee</u> All sizes.....	Actual Cost	Rule No. 7.3
<u>Customer Connection (Tap-In) Charge</u> Single Family Residence or single Commercial Facility.....	\$ 227.00	
1" metered service.....	Actual Cost	Rule No. 16.0
2" and over metered service.....	Actual Cost	
<u>Guaranteed Revenue Charge</u> With Prepayment of Service/ Availability Charges Residential - per ERC/month (350 GPD)	\$ 10.84	Rule Nos. 7.4, & 18.0
<u>Inspection Fee</u>	Actual or Average Cost	Rule No. 7.5
<u>Legal Fees</u>	Actual Cost	Rule No. 7.6
<u>Main Extension Charge - Off Site</u> Customer Contributing Facilities.....	Actual Cost	Rule Nos. 5.0, 7.7 & 9.0
Customer Connecting to Facilities..... Contributed by another Customer	Prorata Share of Refundable Advance	Rule Nos. 5.0, 7.7 & 9.0
All others Residential - per ERC (350 GPD)	\$ 110.00	Rule Nos. 5.0, 7.6 & 9.0
All others - per gallon	\$ 0.3143	
<u>Main Extension Charge - On Site</u> Company Constructed On Site Facilities Residential-per ERC (350 GPD)	\$ 493.00	Rule Nos. 7.8 & 8.0
All others-per gallon	\$ 1.409	
Facilities Constructed by Other Customers & Donated to Company as a Contribution-in-Aid-of- Construction.	None	Rule Nos. 7.8 & 8.0
All others	Actual Cost	Rule Nos. 7.8 & 8.8

(Con't. to Sheet No. 23.18)

Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 23.17)

SUNRAY - NASSAU COUNTY AREA (Con't.)

		REFER TO SERVICE AVAILABILITY POLICY SHEET NO. /RULE NO.
<u>DESCRIPTION</u>	<u>AMOUNT</u>	
<u>Meter Installation Fee</u>		
5/8" x 3/4".....	\$ 70.00	Rule 7.9
3/4".....	\$ 125.00	
1".....	\$ 150.00	
1 1/2".....	\$ 235.00	
2".....	\$ 357.00	
3" and Above.....	Actual Cost	
<u>Plant Capacity Charge</u>		
Residential - Per ERC (350 GPD)....	\$ 368.00	
All others - per gallon.....	\$ 1.05	
<u>Refundable Advance</u>		
	Advance or	Rule Nos. 10.0,
	Prorata Share	11.0 & 12.0

Actual Cost is equal to the total cost incurred for service rendered to the customer.

Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

UNITED WATER FLORIDA INC.

CANCELS

REVISED SHEET NO. 3.1.2

REVISED SHEET NO. 3.1.2

WASTEWATER TARIFF

(Con't. from Sheet No. 3.1.1)

COMMISSION ORDER(S) APPROVING TERRITORY SERVICED - (Con't.)

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-94-0433-POF-WS	04/11/94	940022-WS	Correction of Legal Description of Ponte Vedra Territory
PSC-95-0211-POF-SU	02/16/95	940729-SU	Amendment (San Jose)
PSC-95-0338-POF-SU	03/10/95	940979-SU	Amendment (San Jose)
PSC-95-0273-POF-SU	03/01/95	941019-SU	Amendment (Monterey)
PSC-95-0273A-POF-SU	03/13/95	941019-SU	Amendment (Monterey) (Corrective Order)
PSC-95-1367-POF-SU	11/03/95	950414-SU	Amendment (San Jose)

Transfer of Sunray
Utilities-Nassau,
Inc.

Amendment to Include
Service Territory of
Sunray Utilities-
St. Johns, Inc.

(Continued to Sheet No. 3.2)

Effective

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.73)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

DESCRIPTION OF TERRITORY SERVED
(Nassau County)

TOWNSHIP 3 NORTH, RANGE 27 EAST:

The portion of Section 51 lying Southerly of the Railroad right-of-way, and Easterly of Lofton Creek.

The portion of Section 52 lying Easterly of Lofton Creek.

The fractional portion of Section 33, if any, lying in the Southeasterly most corner of Township 3 North, Range 27 East.

TOWNSHIP 3 NORTH, RANGE 28 EAST:

All of Section 37.

All of Section 44, LESS and EXCEPT such portion of the section as may lie Northerly of the right-of-way of Green Pine Road, as well as Northerly of a line extending Green Pine Road from its intersection with Chester Road, directly and due West to terminate at the North-South boundary line between Range 28 East and Range 27 East, which is also the Westerly boundary line of Section 44.

Section 50, LESS and EXCEPT such portions as may lie Easterly or Northerly of the right-of-way of Blackrock Road (SR-107).

TOWNSHIP 2 NORTH, RANGE 27 EAST:

That portion of Section 38 lying Easterly of Lofton Creek, LESS and EXCEPT the subdivision of Meadowfield Bluffs.

All of Section 39.

(Con't. to Sheet No. 3.75)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.74)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All of Section 40.

All of Section 12.

All of Section 37.

All of Section 1.

That portion of Section 13 lying Easterly of Lofton Creek.

That portion of Section 11 lying Easterly of Lofton Creek.

That portion of Section 14 lying Easterly of Lofton Creek.

That portion of Section 24 lying Easterly of Lofton Creek.

TOWNSHIP 2 NORTH - RANGE 28 EAST:

All of Section 30.

The westerly ¼ of Section 29.

In Section 32, the Northerly 1/4 of the Northeasterly 1/4 of the Northwesterly 1/4 together with the Northwesterly 1/4 of the Northwesterly 1/4 of said Section.

Section 26, LESS and EXCEPT that part of the Easterly 1/4 platted as NASSAU LAKES SUBDIVISION.

In Section 27, (a) that portion of Government Lot 3 lying Westerly of State Road 107, LESS and EXCEPT such portion thereof as may be platted as Nassau Lakes Subdivision: TOGETHER WITH (b) that portion of the Westerly ¼ LESS and EXCEPT such portion as may be platted as Nassau
(Con.'t to Sheet No. 3.76)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.75)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Lakes Subdivision.

Section 25, LESS and EXCEPT so much land in the Northeast 1/4 as may lie Northerly of the Railroad right-of-way (Seaboard Coast Line, a/k/a/ CSX) and FURTHER LESS and EXCEPT so much of the Southeast 1/4 as may lie Southerly of the right-of-way of SR-200 (U.S. Highway A1A).

That part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a concrete monument at the Southerwesterly corner of Tract "B" as shown on the Plat of Piney Island, as recorded in Plat Book 4, Pages 62 and 63, of the Public records of said Nassau County, Florida, said point being an intersection of the Northeasterly right-of-way line of Piney Island Drive (a 60 foot right-of-way) with the Northwestern right-of-way line of the Seaboard Coastline Railroad (a 120 foot right-of-way) both as shown on the said Plat of Piney Island; thence South 30°54'59" East, 417.45 feet to an intersection with the Southeasterly right-of-way line of State Road No. 200 (also known as State Road No. A1A), (a 184 foot right-of-way); and the Point of Beginning; thence North 59°05'01" East, along the said Southeasterly right-of-way line, a distance of 1612 feet more or less to the 3.40 foot elevation contour line; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesternly and Northerly along the said 3.40 foot contour line, a distance of 9500 feet more or less to an

(Con't. to Sheet No. 3.77)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.76)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

intersection with the aforementioned Southeasterly right-of-way line of State Road No. 200 (Also known as State Road No. A1A), said point lying South 59°05'01" West and 1387 feet more or less from the Point of Beginning; thence North 59°05'01" East along the said Southeasterly right-of-way line a distance of 1387 feet more or less to the Point of Beginning.

Those portions of Sections 40 and 41 more particularly described as:

All of that certain lot, piece or parcel of land situate, lying and being in Section 40, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Southeasterly line of said Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence North 09°35' West a distance of 557 feet to a point on the Easterly right-of-way of a graded County Road (40' r/o/w), thence North 4°15' West along said right-of-way a distance of 669 feet to a point, thence North 06°25' East continuing along said right-of-way a distance of 664 feet to a point at the intersection of the said Easterly right-of-way and the Southerly right-of-way line of the Old Fernandina-Yulee Road (40' r/o/w), thence North 88°21' East along said right-of-way line of the Old Fernandina-Yulee Road a distance of

(Con't. to Sheet No. 3 78)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.77)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

651 feet to a point on the westerly right-of-way line of a county road, thence South 18°50' East along said Westerly right-of-way line a distance of 890 feet, more or less, to a point on the Section line between said Section 40 and Section 41, thence South 41°00' West along said section in a distance of 1352 feet, more or less to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Section 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows; Beginning at a point on the Section line between said Section 41 and Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence South 09°35' East a distance of 44.1 feet to a point, thence South 87°42' East a distance of 1109 feet to a point on the Westerly right-of-way line of a graded County Road (40' r/o/w), thence in a Northwesterly direction along the said right-of-way line and around a curve to the left a distance of 1181 feet to a point on the Section line between said Section 41 and Section 40, thence South 41°00' West along said Section line a distance of 1352 feet, more or less, to the Point of Beginning.

(Con't. to Sheet No. 3.79)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.78)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Sections 40 and 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the boundary line between said Sections 40 and 41 that lies North 41°00' East a distance of 3376.00 feet from the Southern most corner of said Section 40; thence South 9°35' East a distance of 44.1 feet to a point; thence North 87°42' West, a distance of 73.26 feet, more or less, to a point on the Easterly right-of-way line of a graded County Road (40' right-of-way); thence North 02°37' West, along the easterly right-of-way line of said County Road, a distance of 590.38 feet to a point; thence South 09°35' East, a distance of 557.0 feet to the Point of Beginning.

In Township 2 North, Range 28 East,
Nassau County, Florida:

That portion of Sections 24 and 39 lying South of the Seaboard Coastline Railroad and, the Northeast 1/4 of the Northeast 1/4 of Section 27 and, that part of Sections 37 and 40 lying North of an Easterly extension of the South line of the North 1/4 of Section 27 and South of the Seaboard Coastline Railroad and, the Southeast 1/4 of Section 25;

(Con't. to Sheet No. 3.80)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.79)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

LESS and EXCEPT those portions previously granted by Order Number 19392, dated May 31, 1988.

All parcels of land contained in Section 44 North of the centerline of the right-of-way of State Road 200, East of ITT Rayonier private forest road #21, and West of the centerline of the CSX railroad right-of-way contained in Township 2 North, Range 27 East, Nassau County, Florida.

All parcels of land contained in Sections 50 and 51 North of the centerline of the right-of-way of State Road 200 and West of the centerline of the CSX Railroad right-of-way lying in Township 3 North, Range 27 East, Nassau County, Florida.

All lands contained in Section 1 lying West of the CSX Railroad right-of-way.

All lands contained in Section 2 lying East of I-95 West of the CSX Railroad right-of-way.

All lands contained in Section 11 lying East of I-95, LESS and EXCEPT that parcel of land described in Official Records Book 546, Page 1286 of the Public Records of Nassau County, Florida.

All lands contained in Section 14 East of I-95.

All lands contained in Section 23 East of I-95.

All lands contained in Section 41 East of I-95 and West of the CSX Railroad right-of-way, LESS and EXCEPT a parcel described as follows:

Commence at the intersection of the centerline of the CSX railroad right-of-way and CR-108;
(Con't. to Sheet No. 3.81)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.80)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

proceed in a Northwesterly direction 3,900 feet to a point; thence North 10 degrees East for a distance of approximately 3,400 feet until said bearing intersects the centerline of the CSX Railroad right-of-way; thence Southeasterly directly along the centerline of the CSX Railroad right-of-way back to the Point of Beginning.

All lying in Township 3 North, Range 26 East.

All parcels of land contained in Section 44 East of the ITT Rayonier private forest road #21, LESS and EXCEPT the lands described as follows:

Commence at the intersection of the Northeast corner of said Section 44 and proceed in a Westerly direction along the Northerly Section line of said Section 44 for a distance of approximately 2,800 feet to a point; thence in a Southerly direction along a line perpendicular to the Northerly Section line of said Section 44 for a distance of approximately 1,300 feet to a point; thence Easterly along a line parallel to the Northerly Section line of said Section 44 for a distance of approximately 1,600 feet to a point at the intersection of the Southeast Section line of said Section 44; thence Northeast along the Southeast Section line of said Section 44 to the Point of Beginning.

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 235, Page 514 of the Public Records of Nassau County, Florida.

(Con't. to Sheet No. 3.82)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.81)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 513, Page 91 and Deed Book 81, Page 359 of the Public Records of Nassau County, Florida.

All lying in Township 2 North, Range 27 East.

All lands contained in Sections 50 and 56 West of U.S. 17, LESS and EXCEPT that parcel which is described as follows:

Commence at the intersection of the centerline of U.S. 17 and the Southeast Section line of said Section 50; proceed Northwest along the centerline of U.S. 17 approximately 5,600 feet to a point; thence Southwest perpendicular to the centerline of U.S. 17 approximately 1,100 feet to a point; thence Southeast parallel to the centerline of the CSX Railroad right-of-way to a point of intersection with ITT Rayonier private forest road #55; thence Southerly along the centerline of said forest road #55 to the intersection of the South Section line of said Section 50; thence East along the South Section line of said Section 50 to the Southeast corner of Section 50; thence Northeast along the Southeast Section line of said Section 50 to the Point of Beginning.

All lands contained in Sections 50, 53, 54, 55 and 56 East of the centerline of the U.S. 17 right-of-way South of Crandall Road, ITT Rayonier private forest road #9 and Roses Bluff Road, LESS and EXCEPT that parcel of land described by exception 33 of Deed Book 99, Page 413 of the Public Records of Nassau County, Florida; and LESS and (Con't. To Sheet No. 3.83)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.82)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

EXCEPT that parcel contained in Sections 50, 53, 54, 55 and 56 described as follows:

Commence at the intersection of the centerline of U.S. 17 and South-easterly Section line of said Section 50; proceed Northeast along the Southeast Section line of said Section 50 approximately 3,300 feet to a point; thence Northwest perpendicular to the Southeast Section line of said Section 50 for a distance of approximately 14,000 feet to a point; thence Southwesterly and parallel to the Southeast Section line of said Section 50 for a distance of approximately 2,400 feet to a point at the intersection of the center line of U.S. 17; thence Southeast along the centerline of U.S. 17 to the Point of Beginning.

All lands contained in Section 51 North of SR-200 East of the West line of the parcel described in the Official Records Book 351, Page 757 of the Public Records of Nassau County, Florida, South of the ITT Rayonier private forest road #35, LESS and EXCEPT the Priest Lots 5 and 6 as described in Deed Book 95, Page 448 of the Public Records of Nassau County, Florida; and those parcels described in the Official Records Book 389, Page 124, the Official Records Book 546, Page 1286, and the Official Records Book 576, Page 431 of the Public Records of Nassau County, Florida.
(Con't. to Sheet No. 3.84)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.83)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All lying in Township 3 North, Range 27 East.

LESS and EXCEPT all parcels of land contained in Section 44, Township 2 North, Range 27 East, Nassau County, Florida, South of the centerline of the right-of-way State Road 200.

LESS and EXCEPT all parcels of land contained in Section 50, Township 3 North, Range 27 East, Nassau County, Florida, lying South of Lofton Creek and Southeast of a tributary of Lofton Creek which crosses U.S. 17 approximately 7,600 feet Northwest of the intersection of U.S. 17 and the Southwest boundary of Section 50, Township 3 North, Range 27 East, Nassau County, Florida.

Legal description of Tract "B" being a portion of Government Lot 2, Section 27 and a portion of Section 40. All lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27 and a portion of Section 40, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows; for a Point of Beginning commence at a concrete monument set at the point where the Westerly
(Con't. to Sheet No. 3.85)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.84)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

right-of-way line of State Road No. 107 (a 66-foot right-of-way as established) intersects the Northerly right-of-way line of Parliament Drive (right-of-way varies) and run South 74°50'00" West, along said Northerly right-of-way line, a distance of 193.37 feet to a concrete monument found at an angle point; run thence South 68°02'40" West, continuing along said Northerly right-of-way line, a distance of 84.59 feet to a second angle point: run thence South 74°50'00" West, continuing along last mentioned Northerly right-of-way line, a distance of 59.11 feet to a 5/8 inch rebar (found) at the Southeast corner of Tract "A", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said county; run thence North 00°40'39" West, along the Easterly line of said Tract "A", distance of 426.89 feet to a concrete monument found at an angle point: run thence North 14°38'53", East continuing along last mentioned Easterly line, a distance of 526.20 feet to a concrete monument found on the Southerly line of Government Lot 1 (as found monumented): run thence North 89°12'41" East, along last mentioned Southerly line, a distance of 350.00 feet to a concrete monument found on the Northwesternly right-of-way line of said State Road No. 107: run thence South 40°16'30" West, along said Northwesternly right-of-way line, a distance of 65.10 feet to a concrete monument found at a point of curvature: run thence in a Southerly direction

(Con't. to Sheet No. 3.86)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.85)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

along the arc of a curve in the Westerly right-of-way line of said State Road No. 107, said curve being concave to the East and having a radius of 606.69 feet: a chord distance of 462.71 feet to a concrete monument found at the point of tangency of said curve, the bearing of the aforementioned chord being South 17°51'30" West: run thence South 04°33'30" East, continuing along last mentioned Westerly right-of-way line, a distance of 354.11 feet to the Point of Beginning.

The land thus described contains 6.00 acres more or less and is subject to any easements of record lying within.

Legal description of Tract "C" being a portion of Government Lot 3, Section 27, Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands recorded in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows:

for a Point of Beginning commence at a concrete monument found at the point where the Southerly right-of-way line of Parliament Drive (right-of-way
(Con't. to Sheet No. 3.87)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.86)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

varies) intersects the Westerly right-of-way line of State Road No. 107 (a 66 foot right-of-way as established) and run South $04^{\circ}33'30''$ East, along said Westerly right-of-way line, a distance of 1126.13 feet to a concrete monument (found); run thence South $89^{\circ}29'53''$ West, along the Northerly line of lands now or formerly of ITT Rayonier, Inc., a distance of 400.00 feet to a concrete monument found at the Southeast corner of Tract "D", Nassau Lakes Subdivision - Phase 1-B, according to plat recorded in Plat Book 5, Pages 72 and 73, Public Records of said County; run thence North $00^{\circ}59'55''$ West, along the Easterly line of said Tract "D" and the Easterly line of Tract "C", Nassau Lakes Subdivision - Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, a distance of 1047.45 feet to a concrete monument found on the Southerly right-of-way line of aforementioned Parliament Drive; run thence North $74^{\circ}50'00''$ East, along said Southerly right-of-way line, a distance of 79.30 feet to a concrete monument found at an angle point; run thence North $81^{\circ}37'20''$ East, continuing along said Southerly right-of-way line, a distance of 84.59 feet to a concrete monument found at a second angle point; run thence North $74^{\circ}50'00''$ East, continuing along said last mentioned Southerly right-of-way line, a distance of 174.62 feet to the Point of Beginning.

(Con't to Sheet No. 3.88)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.87)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

The land thus described contains 9.11 acres, more or less, and is subject to any easements of record lying within.

Legal description of Tract "A" being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: for a Point of Beginning commence at a concrete monument found at the Northwest corner of said Section 27 and run North 88°49'3" East, along the Northerly line of said Section 27, a distance of 2637.50 feet to a "Rayonier" monument found at the Northeast corner of the Northwest 1/4 of said Section 27, the same being the Northwest corner of Government Lot 1: run thence South 00°59'55" East, along the Westerly line of said Government Lot 1, a distance of 1386.43 feet to a "Rayonier" monument found of the Northwest corner of Government Lot 2 (as found monumented): thence continue South 00°59'55" East, along the Westerly line of Government Lot 2, a distance of 375 feet more or less to a point on a Northerly line of Nassau Lakes

(Con't. to Sheet No. 3.89)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.88)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Subdivision-Phase 1-A. According to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, said point lying on the approximate Northerly edge of water of Bahama Lake (as shown on said subdivision plat); run thence in a Westerly direction along the Northerly edge of water of said Bahama Lake, a distance of 380 feet more or less, to the Southeast corner of Lot 1, Block 1, of aforementioned Nassau Lakes Subdivision-Phase 1-A; run thence North $26^{\circ}11'50''$ West, along the Easterly line of said Lot 1, Block 1, a distance of 300 feet, more or less to a 1/2-inch iron pipe found at the Northeast corner thereof; thence continue North $26^{\circ}11'50''$ West, a distance of 60.41 feet to a concrete monument (found); run thence in a Southwesterly direction along the arc of a curve in the Northerly right-of-way line of Nassau Lakes Circle (a 60 foot right-of-way as established), said curve being concave to the Northwest and having a radius of 339.20 feet, a chord distance of 110.00 feet, to the point of tangency of said curve, the bearing of the aforementioned chord being South $65^{\circ}51'38''$ West; run thence South $75^{\circ}11'31''$ West, continuing along said Northerly right-of-way line, a distance of 173.12 feet to the most Easterly corner of Lot 15, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence North $58^{\circ}40'43''$ West, along the North-easterly line of said Lot 15, Block 2, a distance of 540 feet more or less to the most Northerly corner thereof,

(Con't to Sheet No. 3.90)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.89)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

said point lying on the Easterly edge of water of Lake Paradise (as shown on aforementioned subdivision plat); run thence in a Southerly and Southwesterly direction along the edge of water of Lake Paradise, the same being a Westerly and Northerly line of said Nassau Lakes Subdivision Phase 1-A, a distance of 1200 feet, more or less to the most Northerly corner of Lot 1, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence South 48°52'57" West, along the Northwesterly line of said Lot 1, Block 2, and the Southwesterly prolongation thereof, the same being a Northwesterly line of Block 4 of said Nassau Lakes Subdivision-Phase 1-A, a distance of 1,560 feet more or less to a 1/2-inch iron pipe found at the most Westerly corner of Lot 6, Block 4, said Nassau Lakes Subdivision-Phase 1-A; run thence North 18°07'39" West, a distance of 3283.10 feet to a concrete monument found on the Northerly line of aforementioned Section 26; run thence North 89°52'00" East, along said Northerly line, a distance of 1166.70 feet to the Point of Beginning.

The land thus described contains 170.00 Acres, more or less, and is subject to any easements of record lying within.

(Con't. to Sheet No. 3.91)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

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Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

SUNRAY - NASSAU COUNTY AREA

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Administrative Fee</u>	A percentage of the costs of Construction	Rule No. 7.1
<u>Customer Connection (Tap-In) Charge</u>		
Single Family Residence or Single		
Commercial Facility.....	\$ 341.00	Rule No. 16.0
All others	Actual Cost	
<u>Guaranteed Revenue Charge</u>		
Residential - per ERC/month (280 GPD) ..	\$ 13.99	Rule No. 7.3
<u>Inspection Fee</u>	Actual or Average Cost	Rule Nos. 7.4 & 18.0
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Customer Connecting to Facilities.....	Prorata Share of Refundable Advance	Rule Nos. 5.0, 7.6 & 9.0
All others		
Residential - per ERC (280 GPD)....	\$ 433.00	Rule Nos. 5.0, 7.6 & 9.0
All others - per gallon.....	\$ 1.55	
<u>Main Extension Charge - On Site</u>		
Company Constructed On Site Facilities		
Residential-per ERC (280 GPD).....	\$ 1,026.00	Rule Nos. 7.7, & 8.0
All others-per gallon.....	\$ 3.66	
Facilities Constructed by Other Customers and Donated to Company as a Contribution -in-Aid-of-Construction..	None	Rule Nos. 7.7 & 8.0
All others	Actual Cost	Rule Nos. 7.7 & 8.8
<u>Meter Installation Fee</u>		
Wastewater Service Only		
All Meters	Actual Cost	Rule No. 7.8
<u>Plant Capacity Charge</u>		
Residential	\$ 370.00	
All others-per gallon	\$ 1.32	
<u>Refundable Advance</u>	Advance or Prorata Share	Rule Nos. 10.0, 11.0 & 12.0

Actual Cost is equal to the total cost incurred for service rendered to the customer.

Effective

Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President



FLORIDA
PUBLIC SERVICE COMMISSION

CERTIFICATE
NUMBER

436-S

Upon consideration of the record it is hereby ORDERED that
authority be and is hereby granted to

Sunray Utilities - Nassau, Inc.

Whose principal address is

P. O. Box 1708

Fernandina Beach, Florida 32034

(Nassau County)

to provide Sewer service in accordance with the
provisions of Chapter 367, Florida Statutes, the Rules, Regula-
tions and Orders of this Commission in the territory described
by the Orders of this Commission.

This Certificate shall remain in force and effect until
suspended, cancelled or revoked by Orders of this Commission.

ORDER 19392 DATED 05/31/88 DOCKET 870649-WS

ORDER 21173 DATED 05/05/89 DOCKET 890158-WS

ORDER 23194 DATED 07/16/90 DOCKET 900226-WS

ORDER 23411 DATED 08/27/90 DOCKET 891249-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director, Division of Records & Reporting


Executive Director



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

436-5

ORDER 23843 DATED 12/10/90 DOCKET 900807-W5

ORDER 24398 DATED 04/22/91 DOCKET 910166-W5

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)



FLORIDA
PUBLIC SERVICE COMMISSION

CERTIFICATE
NUMBER

502-W

Upon consideration of the record it is hereby ORDERED that
authority be and is hereby granted to

Sunray Utilities - Nassau, Inc.

Whose principal address is

P. O. Box 1708

Fernandina Beach, Florida 32034

(Nassau County)

to provide Water service in accordance with the
provisions of Chapter 367, Florida Statutes, the Rules, Regula-
tions and Orders of this Commission in the territory described
by the Orders of this Commission.

This Certificate shall remain in force and effect until
suspended, cancelled or revoked by Orders of this Commission.

ORDER 19392 DATED 05/31/88 DOCKET 870649-WS

ORDER 21173 DATED 05/05/89 DOCKET 890158-WS

ORDER 23194 DATED 07/16/90 DOCKET 900226-WS

ORDER 23411 DATED 08/27/90 DOCKET 891249-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

[Signature]
Director, Division of Records & Reporting

[Signature]
Executive Director



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

502-W

ORDER 23843 DATED 12/10/90 DOCKET 900807-WS

ORDER 24398 DATED 04/22/91 DOCKET 910166-WS

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)



FLORIDA
Public Service Commission

CERTIFICATE NUMBER

236 - W

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
UNITED WATER FLORIDA INC.

Whose principal address is

1400 Millcoo Road

Jacksonville, FL 32225 (Duval, Nassau, St. Johns Counties)

to provide water service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

ORDER <u>7023</u>	DOCKET <u>74453-W</u>
ORDER <u>7023-A</u>	DOCKET <u>74453-W</u>
ORDER <u>8323</u>	DOCKET <u>780319-WS</u>
ORDER <u>11151</u>	DOCKET <u>820328-WS</u>

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director
Division of Records & Reporting





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

236-W

ORDER 11872	DOCKET 820312-WS
ORDER 12454	DOCKET 830210-W
ORDER 12462	DOCKET 820459-W
ORDER 12463	DOCKET 820310-W
ORDER 13803	DOCKET 850314-WS
ORDER 14366	DOCKET 840412-WS
ORDER 15307	DOCKET 850227-WS
ORDER 16035	DOCKET 860481-WS
ORDER 16297	DOCKET 860855-WS
ORDER 16488	DOCKET 861093-WS
ORDER 16517	DOCKET 850288-WS
ORDER 16611	DOCKET 860843-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

236-W

ORDER 16642	DOCKET 860480-WS
ORDER 19209	DOCKET 871153-WS
ORDER 19210	DOCKET 871152-WS
ORDER 19211	DOCKET 870817-WS
ORDER 20008	DOCKET 880934-WS
ORDER 20643	DOCKET 880628-WS
ORDER 20858	DOCKET 881306-WS
ORDER 22162	DOCKET 891159-WS
ORDER 22476	DOCKET 891383-WS
ORDER 23009	DOCKET 900170-WS
ORDER 25089	DOCKET 910709-WU
ORDER PSC-92-0370-FOF-WS	DOCKET 911095-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

236-W

ORDER PSC-92-0370A-FOF-WS DOCKET 911092-WS

ORDER PSC-92-0895-FOF-WS DOCKET 920177-WS

ORDER PSC-93-0399-FOF-WS DOCKET 921111-WS

ORDER PSC-93-0201-FOF-WS DOCKET 920877-WS

ORDER PSC-93-1480-FOF-WS DOCKET 930204-WS

ORDER PSC-94-0159-FOF-WS DOCKET 931022-WS

ORDER PSC-94-0433-FOF-WS DOCKET 940022-WS

ORDER PSC-95-0604-FOF-WS DOCKET 950386-WS

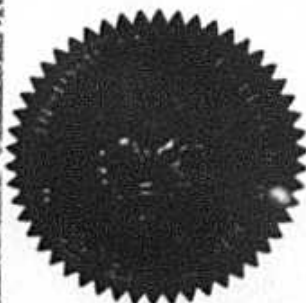
ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION





FLORIDA
Public Service Commission

CERTIFICATE NUMBER

179 - S

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
UNITED WATER FLORIDA INC.

Whose principal address is

1400 Millcoo Road

Jacksonville, FL 32225 (Duval, Nassau, St. Johns Counties)

to provide wastewater service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

ORDER 7023

DOCKET 74452-S

ORDER 7023-A

DOCKET 74452-S

ORDER 8323

DOCKET 780319-WS

ORDER 11151

DOCKET 820328-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Lance S. Bayo

Director
Division of Records & Reporting





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

179-5

ORDER 11872	DOCKET 820512-WS
ORDER 12463	DOCKET 820511-5
ORDER 13803	DOCKET 840314-WS
ORDER 14366	DOCKET 840412-WS
ORDER 15307	DOCKET 850227-WS
ORDER 16035	DOCKET 860481-WS
ORDER 16397	DOCKET 860845-WS
ORDER 16488	DOCKET 861093-WS
ORDER 16517	DOCKET 850288-WS
ORDER 16611	DOCKET 860843-WS
ORDER 16642	DOCKET 860480-WS
ORDER 16646	DOCKET 860519-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION





FLORIDA

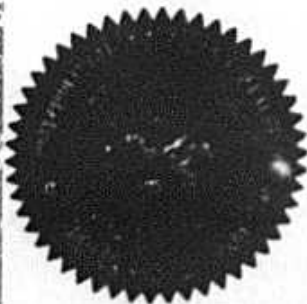
Public Service Commission

CERTIFICATE NUMBER

179-5

ORDER <u>19209</u>	DOCKET <u>871153-WS</u>
ORDER <u>19210</u>	DOCKET <u>871152-WS</u>
ORDER <u>19211</u>	DOCKET <u>870817-WS</u>
ORDER <u>20008</u>	DOCKET <u>880934-WS</u>
ORDER <u>20643</u>	DOCKET <u>880658-WS</u>
ORDER <u>20858</u>	DOCKET <u>881306-WS</u>
ORDER <u>21220</u>	DOCKET <u>881596-SU</u>
ORDER <u>22162</u>	DOCKET <u>891159-WS</u>
ORDER <u>22476</u>	DOCKET <u>891383-WS</u>
ORDER <u>23009</u>	DOCKET <u>900170-WS</u>
ORDER <u>25793</u>	DOCKET <u>911090-SU</u>
ORDER <u>PSC-92-0370-POF-WS</u>	DOCKET <u>911095-WS</u>

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

179-S

ORDER	<u>PSC-92-0370A-FOF-WS</u>	DOCKET	<u>911095-WS</u>
ORDER	<u>PSC-92-0895-FOF-WS</u>	DOCKET	<u>920177-WS</u>
ORDER	<u>PSC-92-1270-FOF-SU</u>	DOCKET	<u>920505-SU</u>
ORDER	<u>PSC-93-0399-FOF-WS</u>	DOCKET	<u>921111-WS</u>
ORDER	<u>PSC-93-0201-FOF-WS</u>	DOCKET	<u>920877-WS</u>
ORDER	<u>PSC-93-1480-FOF-WS</u>	DOCKET	<u>930204-WS</u>
ORDER	<u>PSC-94-0159-FOF-WS</u>	DOCKET	<u>931022-WS</u>
ORDER	<u>PSC-94-0433-FOF-WS</u>	DOCKET	<u>940022-WS</u>
ORDER	<u>PSC-95-0211-FOF-SU</u>	DOCKET	<u>940729-SU</u>
ORDER	<u>PSC-95-0338-FOF-SU</u>	DOCKET	<u>940979-SU</u>
ORDER	<u>PSC-95-0273-FOF-SU</u>	DOCKET	<u>941019-SU</u>
ORDER	<u>PSC-95-0273A-FOF-SU</u>	DOCKET	<u>941019-SU</u>

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

179 - S

ORDER PSC-95-0604-POP-WS DOCKET 950386-WS

ORDER PSC-95-1367-POP-SU DOCKET 950414-SU

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

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ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

ORDER _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



SUNRAY UTILITIES - NASSAU, INC.
RATE BASE FOR TRANSFER PURPOSES AS OF DECEMBER 31, 1995**

Annual Report Page		<u>Water</u>	<u>Wastewater</u>	<u>Water & Wastewater Other Than Reporting Systems</u>	<u>Total</u>
F-5	Utility Plant in Service	\$1,206,161*	\$1,783,785	\$ 8,158*	\$2,998,104
F-5	Less W&S Other Than Reporting Systems			\$ <8,158>	\$ <8,158>
F-5	Construction Work in Progress	\$ 222,737	\$ 14,595		\$ 237,332
F-5	Accumulated Depreciation	<\$240,662>*	<\$473,898>	\$ <5,870>*	\$ <720,430>
F-5	Less Accumulated Depreciation Water & Wastewater Other Than Reporting Systems			\$ 5,870	\$ 5,870
	NET UTILITY PLANT	\$1,188,236	\$1,324,482	\$ 0	\$2,512,718
F-8	Contributions in Aid of Construction	<\$ 181,451>	<\$312,413>		<\$493,864>
F-8	Less Accumulated Amortization	\$ 24,792	\$ 53,917		\$ 78,709
	NET CONTRIBUTIONS IN AID OF CONSTRUCTION	<\$156,659>	<\$258,496>	\$ 0	<\$415,155>
F-4	Advances for Construction	<\$ 68,397>	<\$ 43,398>		<\$111,795>
	NET UTILITY PLANT	\$963,180	\$1,022,588	\$ 0	\$1,985,768
F-4	Jobs in Progress & Inventory	\$ 7,057	\$ 2,939		\$ 9,996
	NET BOOK VALUE	\$970,237	\$1,025,527	\$ 0	\$1,995,764

* Transferred from W&S Other Than Reporting Systems to Water Systems: Assets to be sold
 (i) water wagon(\$5,550 less depreciation of \$2,432, for a December 31, 1995 value of \$3,118),
 and (ii) two breathing apparatus (\$3,000 less depreciation of \$500, for a December 31, 1995
 value of \$2,500).

** This schedule does not include a reduction for estimated nonused and useful plant
 or an addition for working capital allowance.

NOTICING EXHIBIT

To be Late Filed

Exhibit A-14

AWARDS

- 1992 Jacksonville Environmental Protection Board - Utilities Category
Jacksonville Suburban Utilities for having rendered outstanding efforts in the category of utilities for the wastewater treatment facility telemetry systems installed at the various JSUC facilities which constantly monitor the operations of facilities and greatly reduce the potential of adverse impacts from malfunctions at the various facilities. (Jacksonville Heights WWTF)
- 1989/90 Jacksonville Environmental Protection Board - Utilities Category
Jacksonville Suburban Utilities for having rendered outstanding efforts in the category of utilities to improve our quality of life by environmental achievement. (Holly Oaks Bird Sanctuary)
- 1990 American Water Works Association Safety Award of Merit
To Management and Employees of Jacksonville Suburban Utilities for attaining a recordable incidence rate of one-half or less than the water utility industry average for the year of 1990.
- 1989 American Water Works Association Safety Award of Merit
To Management and Employees of Jacksonville Suburban Utilities for attaining a recordable incidence rate of one-half or less than the water utility industry average for the year 1989.
- 1988 Jacksonville Environmental Protection Board - Utilities Category
Jacksonville Suburban Utilities for having rendered outstanding efforts in the category of utilities to improve our quality of life by environmental achievement (using SCADA System and taking over troubled utilities).
- 1987 State of Florida Department of Environmental Regulation
Royal Lakes Wastewater Treatment Plant - In recognition of dedicated professionalism in the operation of the Best Private Wastewater Treatment Plant in the Northeast District of the Department in the year 1987.

- 1987 State of Florida Department of Environmental Regulation
Wheat Road Water Plant - In recognition of dedicated professionalism in the operation of a private water treatment plant receiving Honorable Mention in the Northeast District of the Department in the year 1987.
- 1986 State of Florida Department of Environmental Regulation
Wheat Road Water Plant - In recognition of dedicated professionalism to the operators as the most improved Private Water Treatment Plant in the Northeast District of this Department.
- 1985 State of Florida Department of Environmental Regulation
San Jose Wastewater Treatment Plant - In recognition of dedicated professionalism to the operators, as Best Private Wastewater Treatment Plant in the Northeast District of this Department.
- 1984 State of Florida Department of Environmental Regulation
San Jose Wastewater Treatment Plant - In recognition of the demonstrated abilities, dedication and continued efforts of the operators. Honorable Mention commendation for the excellent performance of the Water Treatment Plant in the Northeast District.
- 1983 State of Florida Department of Environmental Regulation
San Jose Wastewater Treatment Plant - Commendation for Achievement Toward Excellence in the Northeast District.
- 1979,
1978 &
1977 State of Florida Department of Environmental Regulation
Jacksonville Heights Wastewater Treatment Plant - Award in Recognition of Dedicated Professionalism to the Operators as Best Class "B" Plant in the St. Johns River Sub-District.
- 1980 Lee and Mimi Adams Environmental Award
Jacksonville Suburban Utilities and Southern Utilities Company.
- 1980 State of Florida Department of Environmental Regulation
San Jose Wastewater Treatment Plant - In recognition of dedicated professionalism to the operators, as the Best Class "B" Wastewater Treatment Plant in the St. Johns River Sub-District of this Department.

- 1980 Earle B. Phelps Award
To Southern Utilities - Jacksonville Heights Wastewater Treatment Plant for the Best Plant Operation in the State of Florida.
- 1979 Jacksonville Board of Realtors - Paul J. Gross Award
Southern Utilities San Jose Water Treatment Plant for Outstanding Plant Appearance and Superior Operational Procedures.
- 1978 Jacksonville Board of Realtors - Paul J. Gross Award
Southern Utilities San Jose Wastewater Treatment Plant.
- 1977 Jacksonville Environmental Protection Board
Jacksonville Suburban and Southern Utilities for having rendered outstanding efforts in the category of utilities to improve our quality of life by environmental achievement.
- 1977 Jacksonville Board of Realtors - Paul J. Gross Award
To Southern Utilities Jacksonville Heights Wastewater Treatment Plant.
- 1976 State of Florida Department of Environmental Regulation
Jacksonville Suburban Monterey Wastewater Treatment Plant.
- 1975 Jacksonville Board of Realtors - Paul J. Gross Award
Jacksonville Suburban Monterey Wastewater Treatment Plant.

UNITED WATER FLORIDA INC.

CANCELS

REVISED SHEET NO.3.1.2

REVISED SHEET NO.3.1.2

WATER TARIFF

(Con't. from Sheet No. 3.1.1)

COMMISSION ORDER(S) APPROVING TERRITORY SERVICED - (Con't.)

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-94-0159-POF-WS	02/09/94	931022-WS	Amendment of the Ponte Vedra Terri- To Include the Fountains Asso- ciation, Inc.
PSC-94-0433-POF-WS	04/11/94	940022-WS	Correction of Legal Description of Ponte Vedra Territory
			Transfer of Sunray Utilities-Nassau, Inc.
			Amendment to Include Service Territory of Sunray Utilities- St. Johns, Inc.

Effective

Munipalli Sambamurthi
Vice President

1812-97(2)

WATER TARIFF

(Con't. from Sheet No. 3.71)

DOCKET: _____ ORDER: _____ DATED: _____

DESCRIPTION OF TERRITORY SERVED
(Nassau County)

TOWNSHIP 3 NORTH, RANGE 27 EAST:

The portion of Section 51 lying Southerly of the Railroad right-of-way, and Easterly of Lofton Creek.

The portion of Section 52 lying Easterly of Lofton Creek.

The fractional portion of Section 33, if any, lying in the Southeasterly most corner of Township 3 North, Range 27 East.

TOWNSHIP 3 NORTH, RANGE 28 EAST:

All of Section 37.

All of Section 44, LESS and EXCEPT such portion of the section as may lie Northerly of the right-of-way of Green Pine Road, as well as Northerly of a line extending Green Pine Road from its intersection with Chester Road, directly and due West to terminate at the North-South boundary line between Range 28 East and Range 27 East, which is also the Westerly boundary line of Section 44.

Section 50, LESS and EXCEPT such portions as may lie Easterly or Northerly of the right-of-way of Blackrock Road (SR-107).

TOWNSHIP 2 NORTH, RANGE 27 EAST:

That portion of Section 38 lying Easterly of Lofton Creek, LESS and EXCEPT the subdivision of Meadowfield Bluffs.

All of Section 39.
(Con't. to Sheet No. 3.73)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.72)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All of Section 40.

All of Section 12.

All of Section 37.

All of Section 1.

That portion of Section 13 lying Easterly of Lofton Creek.

That portion of Section 11 lying Easterly of Lofton Creek.

That portion of Section 14 lying Easterly of Lofton Creek.

That portion of Section 24 lying Easterly of Lofton Creek.

TOWNSHIP 2 NORTH - RANGE 28 EAST:

All of Section 30.

The westerly $\frac{1}{2}$ of Section 29.

In Section 32, the Northerly $\frac{1}{4}$ of the Northeasterly $\frac{1}{4}$ of the Northwesterly $\frac{1}{4}$ together with the Northwesterly $\frac{1}{4}$ of the Northwesterly $\frac{1}{4}$ of said Section.

Section 26, LESS and EXCEPT that part of the Easterly $\frac{1}{4}$ platted as NASSAU LAKES SUBDIVISION.

In Section 27, (a) that portion of Government Lot 3 lying Westerly of State Road 107, LESS and EXCEPT such portion thereof as may be platted as Nassau Lakes Subdivision: TOGETHER WITH (b) that portion of the Westerly $\frac{1}{2}$ LESS and EXCEPT such portion as may be platted as Nassau
(Con.'t to Sheet No. 3.74)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.73)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Lakes Subdivision.

Section 25, LESS and EXCEPT so much land in the Northeast 1/4 as may lie Northerly of the Railroad right-of-way (Seaboard Coast Line, a/k/a/ CSX) and FURTHER LESS and EXCEPT so much of the Southeast 1/4 as may lie Southerly of the right-of-way of SR-200 (U.S. Highway A1A).

That part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a concrete monument at the Southerwesterly corner of Tract "B" as shown on the Plat of Piney Island, as recorded in Plat Book 4, Pages 62 and 63, of the Public records of said Nassau County, Florida, said point being an intersection of the Northeasterly right-of-way line of Piney Island Drive (a 60 foot right-of-way) with the Northwestern right-of-way line of the Seaboard Coastline Railroad (a 120 foot right-of-way) both as shown on the said Plat of Piney Island; thence South 30°54'59" East, 417.45 feet to an intersection with the Southeasterly right-of-way line of State Road No. 200 (also known as State Road No. A1A), (a 184 foot right-of-way); and the Point of Beginning; thence North 59°05'01" East, along the said Southeasterly right-of-way line, a distance of 1612 feet more or less to the 3.40 foot elevation contour line; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesternly and Northerly along the said 3.40 foot contour line, a distance of 9500 feet more or less to an

(Con't. to Sheet No. 3.75)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.74)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

intersection with the aforementioned Southeasterly right-of-way line of State Road No. 200 (Also known as State Road No. A1A), said point lying South 59°05'01" West and 1387 feet more or less from the Point of Beginning; thence North 59°05'01" East along the said Southeasterly right-of-way line a distance of 1387 feet more or less to the Point of Beginning.

Those portions of Sections 40 and 41 more particularly described as:

All of that certain lot, piece or parcel of land situate, lying and being in Section 40, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Southeasterly line of said Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence North 09°35' West a distance of 557 feet to a point on the Easterly right-of-way of a graded County Road (40' r/o/w), thence North 4°15' West along said right-of-way a distance of 669 feet to a point, thence North 06°25' East continuing along said right-of-way a distance of 664 feet to a point at the intersection of the said Easterly right-of-way and the Southerly right-of-way line of the Old Fernandina-Yulee Road (40' r/o/w), thence North 88°21' East along said right-of-way line of the Old Fernandina-Yulee Road a distance of

(Con't. to Sheet No. 3.76)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.75)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

651 feet to a point on the westerly right-of-way line of a county road, thence South $18^{\circ}50'$ East along said Westerly right-of-way line a distance of 890 feet, more or less, to a point on the Section line between said Section 40 and Section 41, thence South $41^{\circ}00'$ West along said section in a distance of 1352 feet, more or less to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Section 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows; Beginning at a point on the Section line between said Section 41 and Section 40, said point lying North $41^{\circ}00'$ East a distance of 3376 feet from the Southeast corner of Section 40, thence South $09^{\circ}35'$ East a distance of 44.1 feet to a point, thence South $87^{\circ}42'$ East a distance of 1109 feet to a point on the Westerly right-of-way line of a graded County Road (40' r/o/w), thence in a Northwesterly direction along the said right-of-way line and around a curve to the left a distance of 1181 feet to a point on the Section line between said Section 41 and Section 40, thence South $41^{\circ}00'$ West along said Section line a distance of 1352 feet, more or less, to the Point of Beginning.

(Con't. to Sheet No. 3.77)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.76)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Sections 40 and 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the boundary line between said Sections 40 and 41 that lies North 41°00' East a distance of 3376.00 feet from the Southern most corner of said Section 40; thence South 9°35' East a distance of 44.1 feet to a point; thence North 87°42' West, a distance of 73.26 feet, more or less, to a point on the Easterly right-of-way line of a graded County Road (40' right-of-way); thence North 02°37' West, along the easterly right-of-way line of said County Road, a distance of 590.38 feet to a point; thence South 09°35' East, a distance of 557.0 feet to the Point of Beginning.

In Township 2 North, Range 28 East,
Nassau County, Florida:

That portion of Sections 24 and 39 lying South of the Seaboard Coastline Railroad and, the Northeast 1/4 of the Northeast 1/4 of Section 27 and, that part of Sections 37 and 40 lying North of an Easterly extension of the South line of the North 1/4 of Section 27 and South of the Seaboard Coastline Railroad and, the Southeast 1/4 of Section 25;

(Con't. to Sheet No. 3.78)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.77)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

LESS and EXCEPT those portions previously granted by Order Number 19392, dated May 31, 1988.

All parcels of land contained in Section 44 North of the centerline of the right-of-way of State Road 200, East of ITT Rayonier private forest road #21, and West of the centerline of the CSX railroad right-of-way contained in Township 2 North, Range 27 East, Nassau County, Florida.

All parcels of land contained in Sections 50 and 51 North of the centerline of the right-of-way of State Road 200 and West of the centerline of the CSX Railroad right-of-way lying in Township 3 North, Range 27 East, Nassau County, Florida.

All lands contained in Section 1 lying West of the CSX Railroad right-of-way.

All lands contained in Section 2 lying East of I-95 West of the CSX Railroad right-of-way.

All lands contained in Section 11 lying East of I-95, LESS and EXCEPT that parcel of land described in Official Records Book 546, Page 1286 of the Public Records of Nassau County, Florida.

All lands contained in Section 14 East of I-95.

All lands contained in Section 23 East of I-95.

All lands contained in Section 41 East of I-95 and West of the CSX Railroad right-of-way, LESS and EXCEPT a parcel described as follows:

Commence at the intersection of the centerline of the CSX railroad right-of-way and CR-108;
(Con't. to Sheet No. 3.79)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.78)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

proceed in a Northwesterly direction 3,900 feet to a point; thence North 10 degrees East for a distance of approximately 3,400 feet until said bearing intersects the centerline of the CSX Railroad right-of-way; thence Southeasterly directly along the centerline of the CSX Railroad right-of-way back to the Point of Beginning.

All lying in Township 3 North, Range 26 East.

All parcels of land contained in Section 44 East of the ITT Rayonier private forest road #21, LESS and EXCEPT the lands described as follows:

Commence at the intersection of the Northeast corner of said Section 44 and proceed in a Westerly direction along the Northerly Section line of said Section 44 for a distance of approximately 2,800 feet to a point; thence in a Southerly direction along a line perpendicular to the Northerly Section line of said Section 44 for a distance of approximately 1,300 feet to a point; thence Easterly along a line parallel to the Northerly Section line of said Section 44 for a distance of approximately 1,600 feet to a point at the intersection of the Southeast Section line of said Section 44; thence Northeast along the Southeast Section line of said Section 44 to the Point of Beginning.

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 235, Page 514 of the Public Records of Nassau County, Florida.

(Con't. to Sheet No. 3.80)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.79)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 513, Page 91 and Deed Book 81, Page 359 of the Public Records of Nassau County, Florida.

All lying in Township 2 North, Range 27 East.

All lands contained in Sections 50 and 56 West of U.S. 17, LESS and EXCEPT that parcel which is described as follows:

Commence at the intersection of the centerline of U.S. 17 and the Southeast Section line of said Section 50; proceed Northwest along the centerline of U.S. 17 approximately 5,600 feet to a point; thence Southwest perpendicular to the centerline of U.S. 17 approximately 1,100 feet to a point; thence Southeast parallel to the centerline of the CSX Railroad right-of-way to a point of intersection with ITT Rayonier private forest road #55; thence Southerly along the centerline of said forest road #55 to the intersection of the South Section line of said Section 50; thence East along the South Section line of said Section 50 to the Southeast corner of Section 50; thence Northeast along the Southeast Section line of said Section 50 to the Point of Beginning.

All lands contained in Sections 50, 53, 54, 55 and 56 East of the centerline of the U.S. 17 right-of-way South of Crandall Road, ITT Rayonier private forest road #9 and Roses Bluff Road, LESS and EXCEPT that parcel of land described by exception 33 of Deed Book 99, Page 413 of the Public Records of Nassau County, Florida; and LESS and (Con't. To Sheet No. 3.81)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.80)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

EXCEPT that parcel contained in Sections 50, 53, 54, 55 and 56 described as follows:

Commence at the intersection of the centerline of U.S. 17 and Southeasterly Section line of said Section 50; proceed Northeast along the Southeast Section line of said Section 50 approximately 3,300 feet to a point; thence Northwest perpendicular to the Southeast Section line of said Section 50 for a distance of approximately 14,000 feet to a point; thence Southwesterly and parallel to the Southeast Section line of said Section 50 for a distance of approximately 2,400 feet to a point at the intersection of the center line of U.S. 17; thence Southeast along the centerline of U.S. 17 to the Point of Beginning.

All lands contained in Section 51 North of SR-200 East of the West line of the parcel described in the Official Records Book 351, Page 757 of the Public Records of Nassau County, Florida, South of the ITT Rayonier private forest road #35, LESS and EXCEPT the Priest Lots 5 and 6 as described in Deed Book 95, Page 448 of the Public Records of Nassau County, Florida; and those parcels described in the Official Records Book 389, Page 124, the Official Records Book 546, Page 1286, and the Official Records Book 576, Page 431 of the Public Records of Nassau County, Florida.
(Con't. to Sheet No. 3.82)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.81)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All lying in Township 3 North, Range 27 East.

LESS and EXCEPT all parcels of land contained in Section 44, Township 2 North, Range 27 East, Nassau County, Florida, South of the centerline of the right-of-way State Road 200.

LESS and EXCEPT all parcels of land contained in Section 50, Township 3 North, Range 27 East, Nassau County, Florida, lying South of Lofton Creek and Southeast of a tributary of Lofton Creek which crosses U.S. 17 approximately 7,600 feet Northwest of the intersection of U.S. 17 and the Southwest boundary of Section 50, Township 3 North, Range 27 East, Nassau County, Florida.

Legal description of Tract "B" being a portion of Government Lot 2, Section 27 and a portion of Section 40. All lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27 and a portion of Section 40, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows; for a Point of Beginning commence at a concrete monument set at the point where the Westerly

(Con't. to Sheet No. 3.83)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.82)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

right-of-way line of State Road No. 107 (a 66-foot right-of-way as established) intersects the Northerly right-of-way line of Parliament Drive (right-of-way varies) and run South 74°50'00" West, along said Northerly right-of-way line, a distance of 193.37 feet to a concrete monument found at an angle point; run thence South 68°02'40" West, continuing along said Northerly right-of-way line, a distance of 84.59 feet to a second angle point: run thence South 74°50'00" West, continuing along last mentioned Northerly right-of-way line, a distance of 59.11 feet to a 5/8 inch rebar (found) at the Southeast corner of Tract "A", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said county; run thence North 00°40'39" West, along the Easterly line of said Tract "A", distance of 426.89 feet to a concrete monument found at an angle point: run thence North 14°38'53", East continuing along last mentioned Easterly line, a distance of 526.20 feet to a concrete monument found on the Southerly line of Government Lot 1 (as found monumented): run thence North 89°12'41" East, along last mentioned Southerly line, a distance of 350.00 feet to a concrete monument found on the Northwesterly right-of-way line of said State Road No. 107: run thence South 40°16'30" West, along said Northwesterly right-of-way line, a distance of 65.10 feet to a concrete monument found at a point of curvature: run thence in a Southerly direction

(Con't. to Sheet No. 3.84)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.83)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

along the arc of a curve in the Westerly right-of-way line of said State Road No. 107, said curve being concave to the East and having a radius of 606.69 feet: a chord distance of 462.71 feet to a concrete monument found at the point of tangency of said curve, the bearing of the aforementioned chord being South 17°51'30" West: run thence South 04°33'30" East, continuing along last mentioned Westerly right-of-way line, a distance of 354.11 feet to the Point of Beginning.

The land thus described contains 6.00 acres more or less and is subject to any easements of record lying within.

Legal description of Tract "C" being a portion of Government Lot 3, Section 27, Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands recorded in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows:

for a Point of Beginning commence at a concrete monument found at the point where the Southerly right-of-way line of Parliament Drive (right-of-way

(Con't. to Sheet No. 3.85)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.84)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

varies) intersects the Westerly right-of-way line of State Road No. 107 (a 66 foot right-of-way as established) and run South 04°33'30" East, along said Westerly right-of-way line, a distance of 1126.13 feet to a concrete monument (found); run thence South 89°29'53" West, along the Northerly line of lands now or formerly of ITT Rayonier, Inc., a distance of 400.00 feet to a concrete monument found at the Southeast corner of Tract "D", Nassau Lakes Subdivision - Phase 1-B, according to plat recorded in Plat Book 5, Pages 72 and 73, Public Records of said County; run thence North 00°59'55" West, along the Easterly line of said Tract "D" and the Easterly line of Tract "C", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, a distance of 1047.45 feet to a concrete monument found on the Southerly right-of-way line of aforementioned Parliament Drive; run thence North 74°50'00" East, along said Southerly right-of-way line, a distance of 79.30 feet to a concrete monument found at an angle point; run thence North 81°37'20" East, continuing along said Southerly right-of-way line, a distance of 84.59 feet to a concrete monument found at a second angle point; run thence North 74°50'00" East, continuing along said last mentioned Southerly right-of-way line, a distance of 174.62 feet to the Point of Beginning.

(Con't to Sheet No. 3.86)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.85)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

The land thus described contains 9.11 acres, more or less, and is subject to any easements of record lying within.

Legal description of Tract "A" being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: for a Point of Beginning commence at a concrete monument found at the Northwest corner of said Section 27 and run North 88°49'3" East, along the Northerly line of said Section 27, a distance of 2637.50 feet to a "Rayonier" monument found at the Northeast corner of the Northwest 1/4 of said Section 27, the same being the Northwest corner of Government Lot 1: run thence South 00°59'55" East, along the Westerly line of said Government Lot 1, a distance of 1386.43 feet to a "Rayonier" monument found of the Northwest corner of Government Lot 2 (as found monumented): thence continue South 00°59'55" East, along the Westerly line of Government Lot 2, a distance of 375 feet more or less to a point on a Northerly line of Nassau Lakes

(Con't. to Sheet No. 3.87)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.86)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Subdivision-Phase 1-A. According to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, said point lying on the approximate Northerly edge of water of Bahama Lake (as shown on said subdivision plat); run thence in a Westerly direction along the Northerly edge of water of said Bahama Lake, a distance of 380 feet more or less, to the Southeast corner of Lot 1, Block 1, of aforementioned Nassau Lakes Subdivision-Phase 1-A; run thence North $26^{\circ}11'50''$ West, along the Easterly line of said Lot 1, Block 1, a distance of 300 feet, more or less to a 1/2-inch iron pipe found at the Northeast corner thereof; thence continue North $26^{\circ}11'50''$ West, a distance of 60.41 feet to a concrete monument (found); run thence in a Southwesterly direction along the arc of a curve in the Northerly right-of-way line of Nassau Lakes Circle (a 60 foot right-of-way as established), said curve being concave to the Northwest and having a radius of 339.20 feet, a chord distance of 110.00 feet, to the point of tangency of said curve, the bearing of the aforementioned chord being South $65^{\circ}51'38''$ West; run thence South $75^{\circ}11'31''$ West, continuing along said Northerly right-of-way line, a distance of 173.12 feet to the most Easterly corner of Lot 15, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence North $58^{\circ}40'43''$ West, along the Northerly line of said Lot 15, Block 2, a distance of 540 feet more or less to the most Northerly corner thereof,

(Con't to Sheet No. 3.88)

Munipalli Sambamurthi
Vice President

WATER TARIFF

(Con't. from Sheet No. 3.87)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

said point lying on the Easterly edge of water of Lake Paradise (as shown on aforementioned subdivision plat); run thence in a Southerly and Southwesterly direction along the edge of water of Lake Paradise, the same being a Westerly and Northerly line of said Nassau Lakes Subdivision Phase 1-A, a distance of 1200 feet, more or less to the most Northerly corner of Lot 1, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence South 48°52'57" West, along the Northwesterly line of said Lot 1, Block 2, and the Southwesterly prolongation thereof, the same being a Northwesterly line of Block 4 of said Nassau Lakes Subdivision-Phase 1-A, a distance of 1,560 feet more or less to a 1/2-inch iron pipe found at the most Westerly corner of Lot 6, Block 4, said Nassau Lakes Subdivision-Phase 1-A; run thence North 18°07'39" West, a distance of 3283.10 feet to a concrete monument found on the Northerly line of aforementioned Section 26; run thence North 89°52'00" East, along said Northerly line, a distance of 1166.70 feet to the Point of Beginning.

The land thus described contains 170.00 Acres, more or less, and is subject to any easements of record lying within.

(Con't. to Sheet No. 3.89)

Munipalli Sambamurthi
Vice President

THIRD REVISED SHEET NO. 15.0
UNITED WATER FLORIDA INC. CANCELS SECOND REVISED SHEET NO. 15.0
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0 - 20.1
Fire Protection Service, FW	19.0 - 19.1
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Meter Test Deposit	21.0
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Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

WATER TARIFF

SUNRAY - NASSAU COUNTY AREA

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Administrative Fee</u>	A percentage of the Costs of Construction	Rule No. 7.1
<u>Back-Flow Preventor Installation Fee</u> All sizes.....	Actual Cost	Rule No. 7.3
<u>Customer Connection (Tap-In) Charge</u> Single Family Residence or single Commercial Facility.....	\$ 227.00	
1" metered service.....	Actual Cost	Rule No. 15.0
2" and over metered service.....	Actual Cost	
<u>Guaranteed Revenue Charge</u> With Prepayment of Service/ Availability Charges Residential - per ERC/month (350 GPD)	\$ 10.84	Rule Nos. 7.4, & 18.0
<u>Inspection Fee</u>	Actual or Average Cost	Rule No. 7.5
<u>Legal Fees</u>	Actual Cost	Rule No. 7.6
<u>Main Extension Charge - Off Site</u> Customer Contributing Facilities.....	Actual Cost	Rule Nos. 5.0, 7.7 & 9.0
Customer Connecting to Facilities..... Contributed by another Customer	Prorata Share of Refundable Advance	Rule Nos. 5.0, 7.7 & 9.0
All others Residential - per ERC (350 GPD)	\$ 110.00	Rule Nos. 5.0, 7.6 & 9.0
All others - per gallon	\$ 0.3143	
<u>Main Extension Charge - On Site</u> Company Constructed On Site Facilities Residential-per ERC (350 GPD)	\$ 493.00	Rule Nos. 7.8 & 8.0
All others-per gallon	\$ 1.409	
Facilities Constructed by Other Customers & Donated to Company as a Contribution-in-Aid-of- Construction.	None	Rule Nos. 7.8 & 8.0
All others	Actual Cost	Rule Nos. 7.8 & 8.8

(Con't. to Sheet No. 23.18)

Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

UNITED WATER FLORIDA INC.

ORIGINAL SHEET NO. 23.18

WATER TARIFF

(Con't. from Sheet No. 23.17)

SUNRAY - NASSAU COUNTY AREA (Con't.)

<u>DESCRIPTION</u>	<u>AMOUNT</u>	REFER TO SERVICE AVAILABILITY POLICY <u>SHEET NO./RULE NO.</u>
<u>Meter Installation Fee</u>		
5/8" x 3/4".....	\$ 70.00	Rule 7.9
3/4".....	\$ 125.00	
1".....	\$ 150.00	
1 1/2".....	\$ 235.00	
2".....	\$ 357.00	
3" and Above.....	Actual Cost	
<u>Plant Capacity Charge</u>		
Residential - Per ERC (350 GPD)....	\$ 368.00	
All others - per gallon.....	\$ 1.05	
<u>Refundable Advance</u>		
	Advance or	Rule Nos. 10.0, 11.0 & 12.0
	Prorata Share	

Actual Cost is equal to the total cost incurred for service rendered to the customer.

Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

UNITED WATER FLORIDA INC.

CANCELS

REVISED SHEET NO.3.1.2

REVISED SHEET NO.3.1.2

WASTEWATER TARIFF

(Con't. from Sheet No. 3.1.1)

COMMISSION ORDER(S) APPROVING TERRITORY SERVICED - (Con't.)

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-94-0433-POF-WS	04/11/94	940022-WS	Correction of Legal Description of Ponte Vedra Territory
PSC-95-0211-POF-SU	02/16/95	940729-SU	Amendment (San Jose)
PSC-95-0338-POF-SU	03/10/95	940979-SU	Amendment (San Jose)
PSC-95-0273-POF-SU	03/01/95	941019-SU	Amendment (Monterey)
PSC-95-0273A-POF-SU	03/13/95	941019-SU	Amendment (Monterey) (Corrective Order)
PSC-95-1367-POF-SU	11/03/95	950414-SU	Amendment (San Jose)

Transfer of Sunray
Utilities-Nassau,
Inc.

Amendment to Include
Service Territory of
Sunray Utilities-
St. Johns, Inc.

(Continued to Sheet No. 3.2)

Effective

Munipalli Sambamurthi
Vice President

1812-97(3)

WASTEWATER TARIFF

(Con't. from Sheet No. 3.73)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

DESCRIPTION OF TERRITORY SERVED
(Nassau County)

TOWNSHIP 3 NORTH, RANGE 27 EAST:

The portion of Section 51 lying Southerly of the Railroad right-of-way, and Easterly of Lofton Creek.

The portion of Section 52 lying Easterly of Lofton Creek.

The fractional portion of Section 33, if any, lying in the Southeasterly most corner of Township 3 North, Range 27 East.

TOWNSHIP 3 NORTH, RANGE 28 EAST:

All of Section 37.

All of Section 44, LESS and EXCEPT such portion of the section as may lie Northerly of the right-of-way of Green Pine Road, as well as Northerly of a line extending Green Pine Road from its intersection with Chester Road, directly and due West to terminate at the North-South boundary line between Range 28 East and Range 27 East, which is also the Westerly boundary line of Section 44.

Section 50, LESS and EXCEPT such portions as may lie Easterly or Northerly of the right-of-way of Blackrock Road (SR-107).

TOWNSHIP 2 NORTH, RANGE 27 EAST:

That portion of Section 38 lying Easterly of Lofton Creek, LESS and EXCEPT the subdivision of Meadowfield Bluffs.

All of Section 39.
(Con't. to Sheet No. 3.75)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.74)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All of Section 40.

All of Section 12.

All of Section 37.

All of Section 1.

That portion of Section 13 lying Easterly of Lofton Creek.

That portion of Section 11 lying Easterly of Lofton Creek.

That portion of Section 14 lying Easterly of Lofton Creek.

That portion of Section 24 lying Easterly of Lofton Creek.

TOWNSHIP 2 NORTH - RANGE 28 EAST:

All of Section 30.

The westerly ¼ of Section 29.

In Section 32, the Northerly 1/4 of the Northeasterly 1/4 of the Northwesterly 1/4 together with the Northwesterly 1/4 of the Northwesterly 1/4 of said Section.

Section 26, LESS and EXCEPT that part of the Easterly 1/4 platted as NASSAU LAKES SUBDIVISION.

In Section 27, (a) that portion of Government Lot 3 lying Westerly of State Road 107, LESS and EXCEPT such portion thereof as may be platted as Nassau Lakes Subdivision: TOGETHER WITH (b) that portion of the Westerly ¼ LESS and EXCEPT such portion as may be platted as Nassau
(Con.'t to Sheet No. 3.76)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.75)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Lakes Subdivision.

Section 25, LESS and EXCEPT so much land in the Northeast 1/4 as may lie Northerly of the Railroad right-of-way (Seaboard Coast Line, a/k/a/ CSX) and FURTHER LESS and EXCEPT so much of the Southeast 1/4 as may lie Southerly of the right-of-way of SR-200 (U.S. Highway A1A).

That part of Section 37, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows:

Commence at a concrete monument at the Southerwesterly corner of Tract "B" as shown on the Plat of Piney Island, as recorded in Plat Book 4, Pages 62 and 63, of the Public records of said Nassau County, Florida, said point being an intersection of the Northeasterly right-of-way line of Piney Island Drive (a 60 foot right-of-way) with the Northwesterly right-of-way line of the Seaboard Coastline Railroad (a 120 foot right-of-way) both as shown on the said Plat of Piney Island; thence South 30°54'59" East, 417.45 feet to an intersection with the Southeasterly right-of-way line of State Road No. 200 (also known as State Road No. A1A), (a 184 foot right-of-way); and the Point of Beginning; thence North 59°05'01" East, along the said Southeasterly right-of-way line, a distance of 1612 feet more or less to the 3.40 foot elevation contour line; thence Southeasterly, Southerly, Southwesterly, Westerly, Northwesterly and Northerly along the said 3.40 foot contour line, a distance of 9500 feet more or less to an

(Con't. to Sheet No. 3.77)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.76)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

intersection with the aforementioned Southeasterly right-of-way line of State Road No. 200 (Also known as State Road No. A1A), said point lying South 59°05'01" West and 1387 feet more or less from the Point of Beginning; thence North 59°05'01" East along the said Southeasterly right-of-way line a distance of 1387 feet more or less to the Point of Beginning.

Those portions of Sections 40 and 41 more particularly described as:

All of that certain lot, piece or parcel of land situate, lying and being in Section 40, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the Southeasterly line of said Section 40, said point lying North 41°00' East a distance of 3376 feet from the Southeast corner of Section 40, thence North 09°35' West a distance of 557 feet to a point on the Easterly right-of-way of a graded County Road (40' r/o/w), thence North 4°15' West along said right-of-way a distance of 669 feet to a point, thence North 06°25' East continuing along said right-of-way a distance of 664 feet to a point at the intersection of the said Easterly right-of-way and the Southerly right-of-way line of the Old Fernandina-Yulee Road (40' r/o/w), thence North 88°21' East along said right-of-way line of the Old Fernandina-Yulee Road a distance of

(Con't. to Sheet No. 3.78)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.77)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

651 feet to a point on the westerly right-of-way line of a county road, thence South $18^{\circ}50'$ East along said Westerly right-of-way line a distance of 890 feet, more or less, to a point on the Section line between said Section 40 and Section 41, thence South $41^{\circ}00'$ West along said section in a distance of 1352 feet, more or less to the Point of Beginning.

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Section 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows; Beginning at a point on the Section line between said Section 41 and Section 40, said point lying North $41^{\circ}00'$ East a distance of 3376 feet from the Southeast corner of Section 40, thence South $09^{\circ}35'$ East a distance of 44.1 feet to a point, thence South $87^{\circ}42'$ East a distance of 1109 feet to a point on the Westerly right-of-way line of a graded County Road (40' r/o/w), thence in a Northwesterly direction along the said right-of-way line and around a curve to the left a distance of 1181 feet to a point on the Section line between said Section 41 and Section 40, thence South $41^{\circ}00'$ West along said Section line a distance of 1352 feet, more or less, to the Point of Beginning.

(Con't. to Sheet No. 3.79)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.78)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

TOGETHER WITH:

All of that certain lot, piece or parcel of land situate, lying and being in Sections 40 and 41, Township 2 North, Range 28 East, County of Nassau and State of Florida, and more particularly described by metes and bounds as follows: Beginning at a point on the boundary line between said Sections 40 and 41 that lies North 41°00' East a distance of 3376.00 feet from the Southern most corner of said Section 40; thence South 9°35' East a distance of 44.1 feet to a point; thence North 87°42' West, a distance of 73.26 feet, more or less, to a point on the Easterly right-of-way line of a graded County Road (40' right-of-way); thence North 02°37' West, along the easterly right-of-way line of said County Road, a distance of 590.38 feet to a point; thence South 09°35' East, a distance of 557.0 feet to the Point of Beginning.

In Township 2 North, Range 28 East,
Nassau County, Florida:

That portion of Sections 24 and 39 lying South of the Seaboard Coastline Railroad and, the Northeast 1/4 of the Northeast 1/4 of Section 27 and, that part of Sections 37 and 40 lying North of an Easterly extension of the South line of the North 1/4 of Section 27 and South of the Seaboard Coastline Railroad and, the Southeast 1/4 of Section 25;

(Con't. to Sheet No. 3.80)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.79)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

LESS and EXCEPT those portions previously granted by Order Number 19392, dated May 31, 1988.

All parcels of land contained in Section 44 North of the centerline of the right-of-way of State Road 200, East of ITT Rayonier private forest road #21, and West of the centerline of the CSX railroad right-of-way contained in Township 2 North, Range 27 East, Nassau County, Florida.

All parcels of land contained in Sections 50 and 51 North of the centerline of the right-of-way of State Road 200 and West of the centerline of the CSX Railroad right-of-way lying in Township 3 North, Range 27 East, Nassau County, Florida.

All lands contained in Section 1 lying West of the CSX Railroad right-of-way.

All lands contained in Section 2 lying East of I-95 West of the CSX Railroad right-of-way.

All lands contained in Section 11 lying East of I-95, LESS and EXCEPT that parcel of land described in Official Records Book 546, Page 1286 of the Public Records of Nassau County, Florida.

All lands contained in Section 14 East of I-95.

All lands contained in Section 23 East of I-95.

All lands contained in Section 41 East of I-95 and West of the CSX Railroad right-of-way, LESS and EXCEPT a parcel described as follows:

Commence at the intersection of the centerline of the CSX railroad right-of-way and CR-108;
(Con't. to Sheet No. 3.81)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.80)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

proceed in a Northwesterly direction 3,900 feet to a point; thence North 10 degrees East for a distance of approximately 3,400 feet until said bearing intersects the centerline of the CSX Railroad right-of-way; thence Southeasterly directly along the centerline of the CSX Railroad right-of-way back to the Point of Beginning.

All lying in Township 3 North, Range 26 East.

All parcels of land contained in Section 44 East of the ITT Rayonier private forest road #21, LESS and EXCEPT the lands described as follows:

Commence at the intersection of the Northeast corner of said Section 44 and proceed in a Westerly direction along the Northerly Section line of said Section 44 for a distance of approximately 2,800 feet to a point; thence in a Southerly direction along a line perpendicular to the Northerly Section line of said Section 44 for a distance of approximately 1,300 feet to a point; thence Easterly along a line parallel to the Northerly Section line of said Section 44 for a distance of approximately 1,600 feet to a point at the intersection of the Southeast Section line of said Section 44; thence Northeast along the Southeast Section line of said Section 44 to the Point of Beginning.

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 235, Page 514 of the Public Records of Nassau County, Florida.

(Con't. to Sheet No. 3.82)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.81)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Also, LESS and EXCEPT, those parcels of land described in the Official Records Book 513, Page 91 and Deed Book 81, Page 359 of the Public Records of Nassau County, Florida.

All lying in Township 2 North, Range 27 East.

All lands contained in Sections 50 and 56 West of U.S. 17, LESS and EXCEPT that parcel which is described as follows:

Commence at the intersection of the centerline of U.S. 17 and the Southeast Section line of said Section 50; proceed Northwest along the centerline of U.S. 17 approximately 5,600 feet to a point; thence Southwest perpendicular to the centerline of U.S. 17 approximately 1,100 feet to a point; thence Southeast parallel to the centerline of the CSX Railroad right-of-way to a point of intersection with ITT Rayonier private forest road #55; thence Southerly along the centerline of said forest road #55 to the intersection of the South Section line of said Section 50; thence East along the South Section line of said Section 50 to the Southeast corner of Section 50; thence Northeast along the Southeast Section line of said Section 50 to the Point of Beginning.

All lands contained in Sections 50, 53, 54, 55 and 56 East of the centerline of the U.S. 17 right-of-way South of Crandall Road, ITT Rayonier private forest road #9 and Roses Bluff Road, LESS and EXCEPT that parcel of land described by exception 33 of Deed Book 99, Page 413 of the Public Records of Nassau County, Florida; and LESS and (Con't. To Sheet No. 3.83)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.82)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

EXCEPT that parcel contained in Sections 50, 53, 54, 55 and 56 described as follows:

Commence at the intersection of the centerline of U.S. 17 and Southeasterly Section line of said Section 50; proceed Northeast along the Southeast Section line of said Section 50 approximately 3,300 feet to a point; thence Northwest perpendicular to the Southeast Section line of said Section 50 for a distance of approximately 14,000 feet to a point; thence Southwesterly and parallel to the Southeast Section line of said Section 50 for a distance of approximately 2,400 feet to a point at the intersection of the center line of U.S. 17; thence Southeast along the centerline of U.S. 17 to the Point of Beginning.

All lands contained in Section 51 North of SR-200 East of the West line of the parcel described in the Official Records Book 351, Page 757 of the Public Records of Nassau County, Florida, South of the ITT Rayonier private forest road #35, LESS and EXCEPT the Priest Lots 5 and 6 as described in Deed Book 95, Page 448 of the Public Records of Nassau County, Florida; and those parcels described in the Official Records Book 389, Page 124, the Official Records Book 546, Page 1286, and the Official Records Book 576, Page 431 of the Public Records of Nassau County, Florida.
(Con't. to Sheet No. 3.84)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.83)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

All lying in Township 3 North, Range 27 East.

LESS and EXCEPT all parcels of land contained in Section 44, Township 2 North, Range 27 East, Nassau County, Florida, South of the centerline of the right-of-way State Road 200.

LESS and EXCEPT all parcels of land contained in Section 50, Township 3 North, Range 27 East, Nassau County, Florida, lying South of Lofton Creek and Southeast of a tributary of Lofton Creek which crosses U.S. 17 approximately 7,600 feet Northwest of the intersection of U.S. 17 and the Southwest boundary of Section 50, Township 3 North, Range 27 East, Nassau County, Florida.

Legal description of Tract "B" being a portion of Government Lot 2, Section 27 and a portion of Section 40. All lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27 and a portion of Section 40, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows; for a Point of Beginning commence at a concrete monument set at the point where the Westerly

(Con't. to Sheet No. 3.85)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.84)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

right-of-way line of State Road No. 107 (a 66-foot right-of-way as established) intersects the Northerly right-of-way line of Parliament Drive (right-of-way varies) and run South 74°50'00" West, along said Northerly right-of-way line, a distance of 193.37 feet to a concrete monument found at an angle point; run thence South 68°02'40" West, continuing along said Northerly right-of-way line, a distance of 84.59 feet to a second angle point: run thence South 74°50'00" West, continuing along last mentioned Northerly right-of-way line, a distance of 59.11 feet to a 5/8 inch rebar (found) at the Southeast corner of Tract "A", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said county; run thence North 00°40'39" West, along the Easterly line of said Tract "A", distance of 426.89 feet to a concrete monument found at an angle point: run thence North 14°38'53", East continuing along last mentioned Easterly line, a distance of 526.20 feet to a concrete monument found on the Southerly line of Government Lot 1 (as found monumented): run thence North 89°12'41" East, along last mentioned Southerly line, a distance of 350.00 feet to a concrete monument found on the Northwesterly right-of-way line of said State Road No. 107: run thence South 40°16'30" West, along said Northwesterly right-of-way line, a distance of 65.10 feet to a concrete monument found at a point of curvature: run thence in a Southerly direction

(Con't. to Sheet No. 3.86)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.85)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

along the arc of a curve in the Westerly right-of-way line of said State Road No. 107, said curve being concave to the East and having a radius of 606.69 feet: a chord distance of 462.71 feet to a concrete monument found at the point of tangency of said curve, the bearing of the aforementioned chord being South 17°51'30" West: run thence South 04°33'30" East, continuing along last mentioned Westerly right-of-way line, a distance of 354.11 feet to the Point of Beginning.

The land thus described contains 6.00 acres more or less and is subject to any easements of record lying within.

Legal description of Tract "C" being a portion of Government Lot 3, Section 27, Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Government Lot 2, Section 27, Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands recorded in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows:

for a Point of Beginning commence at a concrete monument found at the point where the Southerly right-of-way line of Parliament Drive (right-of-way
(Con't. to Sheet No. 3.87)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.86)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

varies) intersects the Westerly right-of-way line of State Road No. 107 (a 66 foot right-of-way as established) and run South 04°33'30" East, along said Westerly right-of-way line, a distance of 1126.13 feet to a concrete monument (found); run thence South 89°29'53" West, along the Northerly line of lands now or formerly of ITT Rayonier, Inc., a distance of 400.00 feet to a concrete monument found at the Southeast corner of Tract "D", Nassau Lakes Subdivision - Phase 1-B, according to plat recorded in Plat Book 5, Pages 72 and 73, Public Records of said County; run thence North 00°59'55" West, along the Easterly line of said Tract "D" and the Easterly line of Tract "C", Nassau Lakes Subdivision-Phase 1-A, according to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, a distance of 1047.45 feet to a concrete monument found on the Southerly right-of-way line of aforementioned Parliament Drive; run thence North 74°50'00" East, along said Southerly right-of-way line, a distance of 79.30 feet to a concrete monument found at an angle point; run thence North 81°37'20" East, continuing along said Southerly right-of-way line, a distance of 84.59 feet to a concrete monument found at a second angle point; run thence North 74°50'00" East, continuing along said last mentioned Southerly right-of-way line, a distance of 174.62 feet to the Point of Beginning.

(Con't to Sheet No. 3.88)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.87)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

The land thus described contains 9.11 acres, more or less, and is subject to any easements of record lying within.

Legal description of Tract "A" being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida.

For: Rayland Company, Inc.

All that certain tract or parcel of land being a portion of Section 26 and a portion of Section 27, all lying in Township 2 North, Range 28 East, Nassau County, Florida, said parcel being a portion of lands described in the Official Records of said County in Book 555, Page 869 and being more particularly described as follows: for a Point of Beginning commence at a concrete monument found at the Northwest corner of said Section 27 and run North 88°49'3" East, along the Northerly line of said Section 27, a distance of 2637.50 feet to a "Rayonier" monument found at the Northeast corner of the Northwest 1/4 of said Section 27, the same being the Northwest corner of Government Lot 1: run thence South 00°59'55" East, along the Westerly line of said Government Lot 1, a distance of 1386.43 feet to a "Rayonier" monument found of the Northwest corner of Government Lot 2 (as found monumented): thence continue South 00°59'55" East, along the Westerly line of Government Lot 2, a distance of 375 feet more or less to a point on a Northerly line of Nassau Lakes

(Con't. to Sheet No. 3.89)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.88)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

Subdivision-Phase 1-A. According to plat recorded in Plat Book 5, Pages 70 and 71, Public Records of said County, said point lying on the approximate Northerly edge of water of Bahama Lake (as shown on said subdivision plat); run thence in a Westerly direction along the Northerly edge of water of said Bahama Lake, a distance of 380 feet more or less, to the Southeast corner of Lot 1, Block 1, of aforementioned Nassau Lakes Subdivision-Phase 1-A; run thence North $26^{\circ}11'50''$ West, along the Easterly line of said Lot 1, Block 1, a distance of 300 feet, more or less to a 1/2-inch iron pipe found at the Northeast corner thereof; thence continue North $26^{\circ}11'50''$ West, a distance of 60.41 feet to a concrete monument (found); run thence in a Southwesterly direction along the arc of a curve in the Northerly right-of-way line of Nassau Lakes Circle (a 60 foot right-of-way as established), said curve being concave to the Northwest and having a radius of 339.20 feet, a chord distance of 110.00 feet, to the point of tangency of said curve, the bearing of the aforementioned chord being South $65^{\circ}51'38''$ West; run thence South $75^{\circ}11'31''$ West, continuing along said Northerly right-of-way line, a distance of 173.12 feet to the most Easterly corner of Lot 15, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence North $58^{\circ}40'43''$ West, along the North-easterly line of said Lot 15, Block 2, a distance of 540 feet more or less to the most Northerly corner thereof,

(Con't to Sheet No. 3.90)

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

(Con't. from Sheet No. 3.89)

DOCKET: _____ ORDER: _____ DATED: _____ (con't.)

said point lying on the Easterly edge of water of Lake Paradise (as shown on aforementioned subdivision plat); run thence in a Southerly and Southwesterly direction along the edge of water of Lake Paradise, the same being a Westerly and Northerly line of said Nassau Lakes Subdivision Phase 1-A, a distance of 1200 feet, more or less to the most Northerly corner of Lot 1, Block 2, said Nassau Lakes Subdivision-Phase 1-A; run thence South 48°52'57" West, along the Northwesterly line of said Lot 1, Block 2, and the Southwesterly prolongation thereof, the same being a Northwesterly line of Block 4 of said Nassau Lakes Subdivision-Phase 1-A, a distance of 1,560 feet more or less to a 1/2-inch iron pipe found at the most Westerly corner of Lot 6, Block 4, said Nassau Lakes Subdivision-Phase 1-A; run thence North 18°07'39" West, a distance of 3283.10 feet to a concrete monument found on the Northerly line of aforementioned Section 26; run thence North 89°52'00" East, along said Northerly line, a distance of 1166.70 feet to the Point of Beginning.

The land thus described contains 170.00 Acres, more or less, and is subject to any easements of record lying within.

(Con't. to Sheet No. 3.91)

Munipalli Sambamurthi
Vice President

THIRD REVISED SHEET NO. 16.0

UNITED WATER FLORIDA INC. CANCELS SECOND REVISED SHEET NO. 16.0

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet number</u>
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Effective
Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President

WASTEWATER TARIFF

SUNRAY - NASSAU COUNTY AREA

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Administrative Fee</u>	A percentage of the costs of Construction	Rule No. 7.1
<u>Customer Connection (Tap-In) Charge</u>		
Single Family Residence or Single Commercial Facility.....	\$ 341.00	Rule No. 16.0
All others	Actual Cost	
<u>Guaranteed Revenue Charge</u>		
Residential - per ERC/month (280 GPD) ..	\$ 13.99	Rule No. 7.3
<u>Inspection Fee</u>	Actual or Average Cost	Rule Nos. 7.4 & 18.0
<u>Legal Fees</u>	Actual Cost	Rule No. 7.5
<u>Main Extension Charge - Off Site</u>		
Customer Contributing Facilities.....	Actual Cost	Rule Nos. 5.0, 7.6 & 9.0
Customer Connecting to Facilities..... Contributed by another	Prorata Share of Refundable Advance	Rule Nos. 5.0, 7.6 & 9.0
All others		
Residential - per ERC (280 GPD)....	\$ 433.00	Rule Nos. 5.0, 7.6 & 9.0
All others - per gallon.....	\$ 1.55	
<u>Main Extension Charge - On Site</u>		
Company Constructed On Site Facilities		
Residential-per ERC (280 GPD).....	\$ 1,026.00	Rule Nos. 7.7, & 8.0
All others-per gallon.....	\$ 3.66	
Facilities Constructed by Other Customers and Donated to Company as a Contribution -in-Aid-of-Construction..	None	Rule Nos. 7.7 & 8.0
All others	Actual Cost	Rule Nos. 7.7 & 8.8
<u>Meter Installation Fee</u>		
Wastewater Service Only		
All Meters	Actual Cost	Rule No. 7.8
<u>Plant Capacity Charge</u>		
Residential	\$ 370.00	
All others-per gallon	\$ 1.32	
<u>Refundable Advance</u>	Advance or Prorata Share	Rule Nos. 10.0, 11.0 & 12.0

Actual Cost is equal to the total cost incurred for service rendered to the customer.

Effective

Type of Filing: Transfer and Amendment
of Certificate

Munipalli Sambamurthi
Vice President