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**Matilda Sanders**

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From: Cheryl Johnson  
Sent: Thursday, January 24, 2002 2:01 PM  
To: Matilda Sanders

**Hi Matilda,**

**Would you please include the copy of United Water Florida Inc.'s agreement of purchase and sale of water and wastewater assets in the file Docket No. 020055-WS.**

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# **AGREEMENT OF PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS**

By and Among

**UNITED WATER FLORIDA INC.  
AND UNITED WATER FLORIDA LLC**

and

**JEA**

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**AGREEMENT OF PURCHASE AND SALE OF  
WATER AND WASTEWATER ASSETS**

**THIS AGREEMENT** ("Agreement") is made this \_\_\_ day of December, 2001, by and among United Water Florida Inc., a Florida corporation (hereafter "UWF Inc."), whose address is 200 Old Hook Road, Harrington Park, New Jersey 07640, and United Water Florida LLC, a Florida limited liability company, whose address is 1400 Millcoe Road, Jacksonville, Florida 32225 (hereinafter "UWF LLC" or "Seller"), and JEA, formerly known as the Jacksonville Electric Authority, a body politic and corporate of the State of Florida (hereinafter "JEA" or "Purchaser") whose address is 21 West Church Street, Jacksonville, Florida 32202.

**WHEREAS**, UWF Inc. formerly owned, and UWF LLC now owns and operates potable water production, treatment, storage, transmission, and distribution systems and sanitary wastewater collection, treatment and effluent disposal systems, located in Duval, Nassau and St. Johns Counties, Florida, as more specifically hereinafter defined, and commonly known as United Water Florida;

**WHEREAS**, the Utility System, as herein after defined, operates under Certificates ("Certificates") Nos. 263-W and 179-S issued by the Florida Public Service Commission ("Commission" or "PSC"), which authorize it to provide water and wastewater service to certain territories in Duval, Nassau and St. Johns Counties, within the State of Florida;

**WHEREAS**, the acquisition of the Utility System by Purchaser has been determined by Purchaser to be in the best interest of Purchaser. Purchaser has the power of eminent domain pursuant to Florida law and Purchaser has advised Seller during the negotiation hereof that the elected civic officials of Duval County had requested that Purchaser acquire Seller's Utility System, through condemnation, if necessary. Seller is willing to sell the Utility System to Purchaser without the necessity of Purchaser instituting an eminent domain proceeding, and Purchaser has agreed to purchase the Utility System from Seller upon the terms and conditions set forth in this Agreement;

**WHEREAS**, prior to Closing, Purchaser will hold a public hearing pursuant to Section 180.301, Florida Statutes, on the proposed purchase of the Utility System to determine whether such a purchase is in the public interest and in doing so shall consider, at a minimum, all of the factors referenced in Section 180.01 et seq., Florida Statutes.

**NOW, THEREFORE**, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the

receipt and sufficiency of which are acknowledged, the parties hereby agree to sell and purchase the Utility System upon the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

2. DEFINITIONS. The following terms shall have the meanings established herein below, unless the context otherwise expressly requires:

A. "Environmental Laws" shall mean all Federal, State and local environmental statutes, laws, ordinances, rules and regulations, including but not limited to (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq., (c) the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended, 33 U.S.C. § 1251 et seq., (d) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (e) the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., (f) the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. § 7401 et seq., (g) the National Environmental Policy Act of 1970, as amended, 42 U.S.C. § 4321 et seq., (h) the Rivers and Harbors Act of 1899, as amended, 33 U.S.C. § 401 et seq., (i) the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 et seq., (j) the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq., (k) the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300(f) et seq., (l) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., (m) the rules and regulations of the United States Environmental Protection Agency, and (n) any similar laws, ordinances, rules or regulations enacted by the State of Florida or the Counties of Duval, Nassau and St. Johns, Florida, or any other governmental agency or authority having jurisdiction.

B. "Hazardous Material" means petroleum (crude oil), natural gas (whether existing as a gas or a liquid), or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

C. "Materiality" means the effect of any action, event or circumstance that would materially and adversely affect the financial condition, assets, liabilities, properties or



results of operations of the Utility System, or materially interfere with the Purchaser's future operation thereof.

D. "Purchase Price" shall mean the amount of money and other considerations payable by Purchaser to Seller as set forth in Article 4 at the time and in the manner as provided herein.

E. "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.

F. "Remedial Action" means all actions required to (1) clean up, remove, or treat any Hazardous Material; (2) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (3) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

G. "Service Area" shall mean the areas of Duval, Nassau and St. Johns Counties described in Exhibit "H" attached hereto, which are the areas wherein Seller or UWF Inc. holds certificates to provide water and/or sewer services and the areas served by Seller which are not certificated. Said Exhibit "H" shall be revised as of the date of the Closing to clearly delineate and designate any additions to such areas which are certificated and non-certificated, and shall be delivered to Purchaser at the Closing.

H. "Service Agreements" shall mean those agreements listed in Exhibit "E" hereto, pursuant to which Seller has agreed to provide utility service from the System to persons and/or locations not currently served by the System, whether referred to as a Service Agreement, Developer Agreement, Specifications and Standards Agreement or otherwise.

I. "Taxes" shall mean all taxes, charges, fees, levies, or other assessments, including without limitation, income, gross receipts, excise, property, sales, withholding, social security, occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, imposed by the United States, or any state, local, or foreign government or subdivision or agency thereof, whether computed on a separate, consolidated, unitary, combined or any other basis; and such term shall include any interest, fines, penalties, or additional amounts attributable or imposed or with respect to any such taxes, charges, fees, levies, or other assessments, but shall not include any of the foregoing arising out of, or associated with, the transactions contemplated by this Agreement.

J. "Utility System" or "System" shall mean all the assets and facilities of the water and sewer systems owned, leased and/or used by Seller or UWF Inc. at the time of the

Closing, other than Excluded Assets, consisting generally of plants, lift stations, meters, lines, material and/or spare parts, equipment and performance warranties, personal and real property, including easements, with buildings and improvements thereon, including without limitation all those items as more particularly described in Exhibits "A", "B" and "C" attached hereto and made a part hereof, located in Duval, Nassau and St. Johns Counties, Florida. "System" also shall include all facilities currently under construction in connection with the Service Agreements for which dedication of facilities has not yet occurred. Exhibit "B" shall be in sufficient detail and supported by legal and other descriptions necessary to enable the System to be recorded on the books and records of JEA. Except with respect to real property, and interests in Real Property, sufficient detail shall be deemed to be achieved through reference to "as built" and system drawings (to the extent the same are in the possession of Seller, UWF Inc., or Seller's agents), cumulative listings of plant items and the general ledger maintained by Seller or UWF Inc. in accordance with all applicable regulatory requirements.

3. COVENANT TO PURCHASE AND SELL: PURCHASED ASSETS

A. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions, set forth in this Agreement.

B. "Purchased Assets" shall include all assets, business properties, and rights, both tangible and intangible, that Seller owns, or in which it has an interest, regarding the "Utility System," including, but not limited to:

1. The real property and interests in real property owned by Seller, and all buildings and improvements located thereon, as identified in Exhibit "A" to this Agreement ("Real Property") which includes the real property which may revert to ownership by Seller at such time as the Purchaser elects not to operate or utilize such property, or portion thereof, as identified in Exhibit "A1" (hereinafter the "Reverter Property"), but which excludes the property owned by the Seller but not a part of this sale to Purchaser, as identified in Exhibit "A2" (hereinafter the "Excluded Property").

2. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System, as identified in Exhibit "B" to this Agreement.

3. All water treatment plants, water supply and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal

facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Utility System, together with all additions or replacements thereto, including but not limited to the items identified in Exhibit "C" to this Agreement, less the Excluded Assets.

4. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable water and the collection and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; 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 Seller under the Certificates, as identified in Exhibit "D" to this Agreement; to the extent that Seller's rights to the foregoing are transferable.

5. All items of inventory owned by Seller on the Closing Date.

6. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser to operate the Utility System in Seller's possession.

7. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in Seller's possession. Copies of "as built" records shall be reproducible.

8. All rights and duties of Seller under any Service Agreements, including cost recovery (refundable advance) administration expressly assumed by Purchaser, as identified in Exhibit "E" to this Agreement.

9. Also included in the Purchased Assets will be those items listed on Exhibit "A1" entitled "Reverter Property." Reverter Property shall be defined as that property, or portion thereof, which Purchaser, in its sole discretion, may elect not to operate or utilize for related utility purposes within five (5) years subsequent to purchase. As to those items listed on Exhibit "A1", following Purchaser's election not to operate or utilize the property, or portion thereof, Purchaser shall provide notice of its election with respect to such property, or portion thereof. Seller shall then have 30 days to notify Purchaser of its intent to accept reconveyance of such property, or portion thereof, from Purchaser at no additional cost, other than cost of closure including demolition, if any. If Seller does not provide such notice, Purchaser may dispose of such property as it sees fit.

C. The following assets (the "Excluded Assets"), are excluded from the Purchased Assets:

1. Cash, accounts receivable, bank accounts, pension assets, equity and debt securities of any nature, deposits maintained by Seller or UWF Inc. with any governmental authority, customer deposits held by Seller or UWF Inc., utility deposits and prepaid expenses of Seller or UWF Inc., which are Seller's or UWF Inc.'s sole property and are not subject to refund to customers, including Developers or others. Unbilled revenue and accounts receivable are also excluded assets, subject to the provisions set forth in section 12.E. hereof.

2. The Real Property identified in Exhibit "A2."

3. Escrow and other Seller provisions for payment of federal and state income taxes.

4. The name and the Florida limited liability company known as United Water Florida LLC and the name and the Florida corporation known as United Water Florida Inc.

5. Motor vehicles, tools, portable equipment, office furniture and equipment, computer equipment and software, and other current assets (other than material and/or spare parts), choses in action, any other intangibles, or liabilities. Also excluded shall be any software or related items not owned by Seller but utilized by Seller under license from others. Additionally, leased vehicles also constitute excluded assets hereunder.

4. PURCHASE PRICE.

A. Basic Purchase Price. Purchaser shall pay to Seller at Closing, subject to the adjustments and prorations referenced herein, a cash purchase price in the amount of \$219,000,000 in immediately available federal funds, by wire-to-wire transfer to an account designated by Seller.

B. Operations Contract. In addition to the cash component of the Purchase Price referenced in subparagraph 4.A. directly above, Purchaser shall, at Closing, enter into an Operations Contract, substantially in the form of Exhibit "N" hereto (hereinafter "Operations Contract"), whereby Seller or a designated affiliate of Seller, shall, operate the Monterey Wastewater Plant within Duval County, as well as all of the Seller prior owned water and wastewater plants and distribution and collection systems in St. Johns and Nassau Counties purchased by Purchaser hereunder.

C. Transition Services Agreement. At Closing, Purchaser and Seller will enter into a separate Transition Services Agreement as set forth in Exhibit "Q" providing for scheduled payments by Purchaser to Seller in the amount of \$4,700,000 for transition services.

D. Purchaser shall receive a credit at closing in respect to Service Agreements as set forth in Exhibit "M".

5. REPRESENTATIONS AND WARRANTIES OF SELLER Except as set forth on Exhibit "O" hereto, as a material inducement to Purchaser to execute this Agreement and perform its obligations thereunder, Seller and UWF Inc. represent and warrant to Purchaser as follows:

A. Seller and UWF Inc. are duly organized, validly existing and in good standing under the laws of the State of Florida. Seller and UWF Inc. have all requisite corporate power and authority to carry on their businesses as now being conducted, to enter into this Agreement, and to carry out and perform the terms and conditions of this Agreement.

B. The Board of Directors and Shareholders of Seller and UWF Inc. have approved the execution of this Agreement.

C. Seller and UWF Inc. have not incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, for which Purchaser would have any liability or obligation, except as may be specifically assumed by Purchaser in writing at Closing;

D. Neither Seller nor UWF Inc. has mortgaged, pledged, or subjected to lien or any other encumbrances or charges, any of its tangible or intangible assets, which will not be discharged at or prior to Closing, except as may be specifically assumed by Purchaser in writing at Closing;

E. Since December 31, 2000, Seller and UWF Inc. have not:

1. Except as to the Utility System conveyance to UWF LLC, sold or transferred any of their assets, except in the ordinary course of business.,

2. Suffered any damage, destruction, or loss (whether or not covered by insurance) of substantial value affecting the properties, business, or prospects of Seller or UWF Inc., or waived any rights of substantial value; or

3. Except as to the Utility System conveyance to UWF LLC entered into any transaction other than in the ordinary course of business.

F. There are no legal actions, suits, mediations, arbitrations, or other legal or administrative proceedings pending or, to UWF Inc. or Seller's knowledge, threatened against Seller or UWF Inc. that could affect Purchaser or the Purchased Assets, or that are not otherwise covered by insurance, and Seller and UWF Inc. are unaware of any facts that might result in any action, suit, mediation, arbitration, or other proceedings that might result in any materially adverse change in the business or condition (financial or otherwise) of Seller or UWF Inc. or their properties or assets. There are no defaults with respect to any judgment, order, or decree of any court or any governmental agency or instrumentality.

G. The business operations of Seller and UWF Inc. have been and are being conducted in all material respects in accordance with all applicable laws, rules, and regulations of all authorities. Seller and UWF Inc. are not in violation of, or in default under, any term or provision of their Articles of Incorporation or By-Laws, as amended (if applicable), or any lien, mortgage, lease, agreement, instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in the foregoing that reasonably could be expected to materially adversely affect in any way the business, properties, assets, or prospects of Seller or UWF Inc., or that would prohibit Seller or UWF Inc. from entering into this Agreement or prevent consummation of the purchase and sale of assets contemplated by this Agreement.

H. Seller and UWF Inc. have all permits, concessions, grants, qualifications, franchises, licenses, approvals, or other governmental authorizations necessary for the conduct of their business relating to the System and all of the foregoing have been duly obtained and are in full force and effect and there are no proceedings pending or, to the best knowledge of Seller and UWF Inc., threatened which may result in the revocation, cancellation, suspension or adverse modification of any thereof. Seller and UWF Inc. are unaware of any reason why all permits, concessions, grants, franchises, licenses, approvals, or other governmental authorizations issued to Seller and UWF Inc. by any local, state, or federal agency or instrumentality and identified in Exhibit "D" will not or cannot be transferred to Purchaser upon compliance with the applicable regulatory procedures to transfer same.

I. Seller and UWF Inc. have not been cited or notified, and are unaware, of any current material violation of any governmental rules, regulations, permitting conditions, or other governmental requirements of any type or nature applicable to the ownership, maintenance, construction or operation of the Utility System, nor is Seller or UWF Inc. aware of any conditions, which by reason of the passing of time or the giving of notice, would constitute such a violation.

J. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller or UWF Inc., the Articles of Incorporation or By-Laws of Seller or UWF Inc., nor any indenture, agreement, or other instrument to which Seller or UWF Inc. is a party, or by which it is bound,

except for the requirement of obtaining consents from third parties to the assignment of contracts and leases, to the extent necessary, which consents are set forth in Exhibit "R" hereto.

K. Seller has exclusive possession, control, and, to the best of its knowledge based on the title insurance policy to be issued hereunder, ownership and good and marketable title to all Real Property. To Seller's knowledge, the Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except those to be terminated at, or prior to, Closing and the Permitted Encumbrances. At Closing, Seller shall deliver title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever, other than Permitted Encumbrances and Seller's commitments to provide service pursuant to the Service Agreements listed in Exhibit "E" attached hereto, provided that in the event there should exist any such liens or encumbrances, or if there are any such obligations, liabilities or commitments, Seller shall be responsible for the same, and Seller and UWF Inc. hereby agree to defend, indemnify and hold Purchaser harmless from the same, pursuant to the provisions hereof. Seller makes no representation as to the physical condition of any improvements on the Real Property, and Purchaser acknowledges that it is accepting such improvements in "as is" condition, with no warranty of merchantability or fitness for a particular purpose or use.

L. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets other than the Real Property, i.e., the personal property, including without limitation, those previously reflected in the Audited Financial Statements of UWF Inc. (except as may have been sold by Seller in the ordinary course of business), and those used or located on property controlled by Seller in its business on the date of this Agreement. The Purchased Assets other than the Real Property are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except the Permitted Encumbrances. At Closing, Seller shall deliver title to the Purchased Assets other than the Real Property free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever. Seller makes no representation as to the physical condition of the Purchased Assets other than the Real Property, and Purchaser acknowledges that it is accepting the purchased assets other than the Real Property in "as is" condition, with no warranty of merchantability or fitness for a particular purpose or use, except the Purchased Assets other than the Real Property, at Closing, shall be free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever, except for the Permitted Encumbrances listed in the attached Exhibit "G."

M. A complete list of Seller's liabilities and obligations being assumed by Purchaser, other than the obligation to provide service, are set forth in Exhibits "E" and "F" to this Agreement.

N. To the best knowledge of Seller and UWF Inc., any tanks (whether above or below ground) in, on or at any of the said property or easements installed or used by Seller are,

and, at the Closing, shall be, in sound condition, free of leaks causing the release of stored material.

O. Seller and UWF Inc. have complied with all applicable regulatory requirements in extending service to any area outside the territory described in any of its Certificates.

P. There are no representations or warranties contained within this Agreement, and no exhibits, certificate, schedule or other document furnished or to be furnished in connection with the transaction contemplated hereby, which contain a misstatement of material fact, or omit to state a material fact required to be stated in order to make the statement therein not misleading.

Q. Seller and UWF Inc. are not in default with respect to any order, writ, injunction, or decree of any court or federal, state, municipal or other governmental department regarding the ownership, operation or maintenance of the Purchased Assets or businesses comprising or relating to the Utility System. To UWF Inc. or Seller's knowledge, there is no pending or threatened litigation or governmental action that could prohibit or interfere with the performance of this Agreement.

R. Seller and UWF Inc. have filed all federal and state tax returns which are required to be filed and have paid all federal, state and local taxes or assessments and all assessments required by law, except for taxes and returns due after the Closing for the taxable year during which the Closing will occur, or any portion thereof (hereinafter called "current tax year"), in each such case, only to the extent that the failure to file or pay the same could result in the imposition of any lien or encumbrance upon any of the properties of the System. In addition, Seller and UWF Inc. covenant and warrant that they will prepare and file, or cause to be prepared and filed, all federal, state and local tax returns and reports required to be filed by Seller and UWF Inc. for the current tax year, and will make payment in full, when due, of all such federal, state and local taxes for the current tax year and any assessments relating to said tax year. Further, Seller and UWF Inc. covenant and warrant that at the time of the Closing there will be no taxes or assessments or any costs and expenses related thereto which will not be fully paid and discharged by Seller and UWF Inc., except for the payment of ad valorem taxes for the current tax year, which taxes shall be prorated as of the date of the Closing and deducted from the amount of the Purchase Price. If the Closing occurs when tax year 2001 taxes have not been assessed, taxes will be prorated as of the time of the Closing based on the taxes paid for the property for tax year 2000 and deducted from the amount of the Purchase Price payable by Purchaser as aforesaid.

Seller and UWF Inc. covenant and warrant to pay and to be fully responsible for the payment of any and all taxes, costs, expenses and other liabilities under this Article not previously paid by Seller and UWF Inc., whether for its prorated portion of taxes for the current tax year or for any past tax year, and shall fully defend, indemnify and hold Purchaser harmless against any and all taxes, costs, expenses and other liabilities as provided for herein.



S. Seller has, or UWF Inc. had, valid Florida Department of Environmental Protection permits and Florida Public Service Commission certificates authorizing it to conduct its present operations in the manner in which such operations are now conducted and in of all the territory in which it now renders service, and to maintain its mains and pipes in the streets and highways of such territories.

T. Seller has not dealt with either a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, insofar as it knows, no broker, salesman or other person is entitled to any commission or fee with respect to such transaction as a result of Seller's actions.

U. That there are no outstanding unexpired material, equipment and performance warranties in favor of third parties which relate to the System other than those set forth in Exhibit "J" hereto.

V. Seller represents and warrants that it is not, and UWF Inc. has not been, a party to any cost recovery agreements entered into with third persons, except for such agreements as are identified in Exhibit "E" hereto and that true, complete and correct copies of all such agreements are attached to said Exhibit "E". At the Closing, Seller shall (a) distribute to the persons entitled thereto all proceeds held by it pursuant to such cost recovery agreements and (b) assign all such unexpired agreements to Purchaser as shown on Exhibit "E". Purchaser agrees that it shall accept such assignment of all such unexpired cost recovery agreements, and that it shall perform all obligations thereunder that accrue after the Closing Date.

W. To best of their knowledge Seller and UWF Inc. covenant and warrant that existing zoning and building codes and related governmental regulations applicable to the real property described in Exhibit "A" do not prohibit the existing operation of the System thereon.

X. Set forth on Exhibit "K" is a list of Seller's service accounts.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER. As a material inducement to Seller and UWF Inc. to execute this Agreement and to perform their obligations thereunder, Purchaser represents and warrants to Seller and UWF Inc. as follows:

A. Purchaser has all requisite power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.

B. Purchaser is a body politic and corporate of the State of Florida and is validly existing and in good standing under the laws of the State of Florida and has all requisite

power and authority to enter into this Agreement, and has or will have at Closing all requisite power and authority to perform its obligations hereunder and to consummate the transactions contemplated hereby.

C. The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated hereby, will have, as of the Closing, been duly authorized by all necessary action on the part of Purchaser.

D. Purchaser has duly executed and delivered this Agreement. This Agreement constitutes, and all other agreements to be executed by Purchaser herewith will constitute when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

E. Except as provided in subparagraph C. above, the execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated hereby, assuming appropriate governmental and third-party consents are obtained, do not and will not (i) violate any provision of law applicable to Purchaser or the articles of incorporation, bylaws, charter or applicable Special Act of or relating to Purchaser; (ii) require the consent, waiver, approval, license or authorization of, or filing with, any person or entity; or (iii) with or without the giving of notice or the passage of time or both, conflict with or result in a breach or termination of, constitute a default under or result in the creation of any lien, charge or encumbrance upon any of the assets of Purchaser pursuant to, any provision of any mortgage, deed of trust, indenture or other agreement or instrument, or any order, judgment, decree or other restriction of any kind or character, to which Purchaser is a party or by which Purchaser or any of its assets may be bound.

F. Purchaser is not subject to or a party to any charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree, or any other restriction of any kind or character that would prevent consummation of the transactions contemplated by this Agreement, assuming appropriate governmental and third party consents are obtained.

G. No representation or warranty contained in this Agreement, and no statement, certificate, schedule, list or other information furnished or to be furnished by or on behalf of Purchaser to Seller and UWF Inc. in connection with this Agreement, contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements herein or therein not misleading.

H. Purchaser shall, subsequent to Closing, and consistent with prudent business practices, industry standards applicable thereto, and the requirements of the appropriate governmental agencies having jurisdiction over the assets and businesses of the Utility System,

provide water and wastewater services to all properties, improvements thereon and the occupants thereof, located within the Service Area after connection has been made, in a uniform and nondiscriminatory manner with other property and property owners served by Purchaser.

I. Purchaser has not dealt with either a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, in so far as it knows, no broker, salesman or other person is entitled to any commission or fee from Purchaser with respect to such transaction.

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

A. Upon execution of this Agreement Seller shall cause to be issued and delivered a current title insurance commitment or commitments issued by a title company licensed to do business in the State of Florida, covering the fee simple Real Property included in the Purchased Assets, which shall be in an amount and as allocated in Exhibit "S". The cost of the title insurance commitment and title insurance shall be borne by Seller. The title insurance commitment shall commit the insurer to issue owner's title insurance policies to Purchaser covering the fee simple real property portion of the Purchased Assets (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be marketable or insurable, except for the Permitted Encumbrances (as defined below), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of the title insurance company, the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

B. Purchaser shall notify Seller in writing upon the later of: (i) 10 days following receipt of such title insurance commitment or commitments; or, (ii) execution of this Agreement, of any alleged material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the real estate (other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property unmarketable in accordance with standards adopted by The Florida Bar, and uninsurable. Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies. Seller shall have one hundred and eighty (180) days after receipt of Purchaser's notice, to eliminate all of the material objections to title set forth in Purchaser's notice. Seller may, at its option, eliminate such defect to title in a variety of ways including, without limitation, the following: purchasing all or a portion of the Real Property in question, providing an alternate property reasonably acceptable to

Purchaser; commencing an eminent domain proceeding in the name of Purchaser or other legal proceeding to acquire or clear title; or, if Purchaser agrees, reimbursing Purchaser for its expenses in acquiring title to the property in an eminent domain proceeding. If Seller or Purchaser commences an eminent domain or other legal proceeding to acquire or clear title to the Real Property in question within such 180-day period, the time period to eliminate the material objections to title shall be extended until the final determination is made in such proceeding or appeal thereof; provided, however, that in order to receive such time extension, Seller shall use its best efforts to prosecute diligently to completion any such proceeding it shall undertake. In the event Seller fails to deliver title as herein provided after such one hundred and eighty (180) day period, as the same may be extended hereunder, then Purchaser may require substitute property, or payment by Purchaser of an amount equal to the fair market value of the parcel in question, taking into account any planned closure of existing utility plants or related facilities located thereon.

C. Purchaser shall not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (a) may be satisfied with a payment of money and Seller elects to do so by paying same at or prior to the Closing Date; (b) any mechanic's lien or other encumbrance has been released of record, bonded or transferred of record to substitute security so as to relieve the real estate from the burden thereof and Seller elects to do so at or prior to Closing; or (c) the title insurance company issuing the title insurance commitments affirmatively insures-over.

D. Surveys shall be updated as necessary in order to eliminate survey exceptions from the title insurance policy. Seller shall deliver, promptly after Closing, the title insurance policy issued on the binder.

E. As used above, "Permitted Encumbrances" mean and include the following:

1. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof as represented herein none of which shall unreasonably or materially impair or restrict the use of the Property for the operation of the Utility Systems.

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 impair or restrict the use of the Property for the operation of the Utility Systems.

3. The matters listed in Exhibit "G".

F. Except as identified in the following paragraph, it is understood by and between the parties that the easements described in Exhibit "B" shall not be insured by Seller through such title insurance. Accordingly, notwithstanding anything elsewhere herein to the contrary, and with respect to such uninsured easements, Seller agrees to indemnify and hold Purchaser harmless from any adverse claim or assertion that Purchaser's right to use any such easement is defective, for a period of seven years from Closing. Seller shall defend, indemnify and hold Purchaser harmless during such seven year period for the cost of acquiring any real property, easements or rights-of-way or for the relocation of any part of the System, if required as a result of failure of this representation and because said cost is not otherwise compensated by title insurance. Purchaser shall allow Seller to act on its behalf, and in its place and stead, in procuring such land use rights.

Within two hundred and forty days from Closing, Seller shall, at its expense, secure title insurance on twenty percent (by number) of the easements described in Exhibit "B1" identified by Purchaser within 60 days of Closing. The amount of such title insurance policies shall total \$3,000,000 and may be allocated by Purchaser among the parcels as it chooses. Purchaser shall thereafter notify Seller in writing no less than thirty (30) days after receipt of such title insurance commitment, of any alleged material defect in Seller's title to the easement, other than those accepted herein and the permitted encumbrances. Following such notice, the provisions regarding the parties' rights and duties relative to curing such defect shall be the same as those for the fee simple interests in the Real Property previously set forth in this section.

Attached hereto as Exhibit "B2" is a list of facilities owned by Seller which, based on review of Utility System plans and specification, appear to be located in lands upon which Seller has unrecorded rights to own and operate utility facilities. Attached hereto as Exhibit "B3" is a list of real estate matters that have been identified by Purchaser and that will be resolved by Seller following the Closing. Accordingly, with respect to the items listed in Exhibits "B2" and "B3," Seller agrees to indemnify and hold Purchaser harmless from any adverse claim or assertion as to Purchaser's right to operate and maintain such facilities in their current location for a period of seven years from Closing. Seller shall defend, indemnify and hold Purchaser harmless during such seven year period for the cost of acquiring any real property, easements or rights-of-way related to the location of any of the facilities listed in Exhibits "B2" and "B3." Purchaser shall allow Seller to act on its behalf, and in its place and stead, in procuring such land use rights.

8. ENVIRONMENTAL LAW COMPLIANCE AND INSPECTION.

A. Except as otherwise set forth in Exhibit "P" hereof, Seller and UWF Inc. represent:

1. To the best of its knowledge, Seller is, and UWF Inc. has been, in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for any such liability.

2. Seller or UWF Inc. obtained all permits required, or submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as presently conducted as of the date of this Agreement.

3. Seller and UWF Inc. have not received within the last three years and are not aware to the best of their knowledge, of any pending communication from any governmental authority or other party with respect to (1) the actual or alleged violation of any Environmental Laws; (2) any actual or proposed Remedial Action; or (3) any Release or threatened Release of a Hazardous Material.

4. No polychlorinated biphenyl or asbestos-containing materials, in material violation of Environmental Law are, or to the best of its knowledge have been, present at any property when owned, operated, or leased by Seller or UWF Inc., nor are there any underground storage tanks, active or abandoned, at any property owned, operated, or leased by Seller.

5. There is no Hazardous Material located at any site that is owned, leased, operated, or managed by Seller in material violation of Environmental Law; no site that is owned, leased, operated, or managed by Seller is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller or UWF Inc. for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and Seller or UWF Inc. are aware of no reasonable basis for Seller or UWF Inc. to be named in such claims or for any similar action to be brought against Seller or UWF Inc..

6. No written notification of a Release of a Hazardous Material has been filed by or on behalf of Seller and UWF Inc. or with respect to any property when owned, operated, or leased by Seller or UWF Inc. No such property is listed or, to the best of its knowledge, proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

7. To the best of UWF Inc. or Seller's knowledge, no Hazardous Material has been released in material violation of Environmental Law at, on, or under any property now or when formerly owned, operated, or leased by Seller or UWF Inc.

8. None of the Real Property has been or, prior to the Closing, will be used by Seller or UWF Inc. or, to the best of their knowledge, by any other party, for the processing, storing, or other utilization of asbestos, polychlorinated biphenyls ("PCB's"), or radioactive substances except for any asbestos contained in AC pipe presently installed as part of the System. Seller and UWF Inc. have received no notice that any of the foregoing materials are present on or at any of the parcels of Real Property, and in the event that Seller or UWF Inc. receive any such notice prior to the Closing, they shall immediately give notice thereof to Purchaser, in which case, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

9. To the best of UWF Inc. or Seller's knowledge, all hazardous waste resulting from the operations of Seller or UWF Inc. on or at any of the parcels of Real Property has been or, prior to the Closing will be, disposed of in an environmentally sound manner and none of those wastes have been or, prior to the Closing will be, disposed of in any site where they have been, are, or, due to the manner of disposition by Seller or UWF Inc., will be released into the environment in a manner requiring corrective action. Seller and UWF Inc. have received no notice from any local, state or federal environmental agency of their possible involvement with any disposal site under investigation by such agency and, in the event that Seller or UWF Inc. receive any such notice prior to the Closing, they shall immediately give notice thereof to Purchaser, in which case, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

#### B. Inspection and Remedies.

1. Purchaser may engage a qualified firm of its choosing to perform a Phase I Environmental Survey (and a subsequent Phase II, if necessary) of such portions of the Real Property as Purchaser elects. Copies of each such Environmental Survey shall be promptly provided by Purchaser to Seller. Purchaser shall satisfy itself that the Real Property being acquired is in compliance with all applicable Environmental Law and that Purchaser will have no material liability thereunder, and that there is no reasonable basis for the imposition of such liability in the future, due to the condition of the Real Property as of the Closing Date. Should contamination be found on the Real Property prior to the Closing Date, Seller shall have the right, but not the duty, to perform such clean up and remediation as is necessary thereunder. Upon Seller's failure to perform such clean up and remediation, prior to the Closing Date, Purchaser may terminate this Agreement, and neither party shall have any liability to the other, or Purchaser may proceed to Closing without abatement of the Purchase Price but with the benefit of the

indemnification provided for herein. The cost of the Environmental Surveys shall be paid by Purchaser.

2. Purchaser may, at all times prior to the Closing, do such investigation, sampling, analysis and testing of the properties of the System as necessary to determine the condition of the soils, the presence of any material in those soils, including hazardous waste and substances, petroleum products or derivatives, and underground storage tanks, pipes, and other associated equipment, and to determine the hydrology of the area, the soil type and the species of vegetation present. If any hazardous waste or substance regulated pursuant to any Environmental Law, or underground storage tanks or pipes, are discovered on any of such properties, such that the owner of such property would be required under any Environmental Law to incur response or remedial costs, Purchaser shall have the right, at its option, to elect to terminate this Agreement.

3. To perform the test inspections, investigations and analyses authorized in the preceding paragraph, Purchaser may enter and remove, disturb and/or destroy, or bore through, as much of the vegetation surface or surface of the properties of the System as Purchaser believes is necessary to perform those functions. Purchaser shall replace any fences removed, disturbed and/or destroyed as soon as possible following such entry. If, however, the Closing does not occur within the time frames provided herein, in addition to repairing any fencing that Purchaser removed, disturbed and/or destroyed, Purchaser also agrees to repair or replace any part of the property that is disturbed or destroyed, returning the surface and significant vegetation to its prior condition. If repair, replacement or restoration cannot be reasonably accomplished, Purchaser shall pay reasonable compensation for Seller's loss. All such investigation shall be conducted at Purchaser's sole risk and expense. Purchaser hereby agrees to defend, indemnify and hold harmless Seller from any damage, liability and costs including reasonable attorneys' fees resulting from negligent acts or omissions of Purchaser, its agents or employees, during such investigation, to the extent permitted by Section 768.28, Florida Statutes, (if applicable) and except to the extent any injury is caused by actions or negligence of Seller.

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 or before the Closing Date:

A. None of the parties shall be prohibited from consummating the transaction.

B. There shall not be pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser from paying the purchase price, or that inhibits or restricts in any material manner Purchaser's use, title, or enjoyment of the Purchased Assets.



C. The Board of Directors and Shareholders (if required) of Seller and UWF Inc. shall have ratified and approved the execution of this Agreement and authorized the sale of the Purchased Assets and certified copies of the resolutions evidencing such ratification and approval have been delivered to Purchaser.

D. Purchaser shall have held a public hearing as required pursuant to Section 180.301, Florida Statutes, and shall have ratified and approved the execution of this Agreement and authorized the acquisition of the Purchased Assets and certified copies of the Resolutions evidencing such ratification and approval have been delivered to Seller.

E. The other party shall have performed all of the undertakings required to be performed by it under the terms of this Agreement prior to or at Closing.

F. As of the Closing Date, there shall have been no material adverse change in the applicable law, or in the condition or value of the Purchased Assets or the Utility System.

G. All warranties and representations of the other party shall be true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

H. All necessary public hearings, if any, required to authorize Purchaser's purchase of the Utility System and execution of this Agreement will have been duly held prior to Closing and all appropriate governmental action required to be taken will have been duly taken, executed and delivered by Purchaser prior to the Closing Date.

I. Seller shall have obtained all consents and approvals necessary for the transfer of the Purchased Assets to Purchaser in each case, on terms and conditions reasonably satisfactory to Purchaser.

10. PRECLOSING CONDUCT; COVENANTS. Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:

A. Upon execution of this Agreement, Seller shall have furnished to Purchaser, or provide Purchaser with ready access to the documents identified in Exhibit "A" through "J," as well as the following, to the extent they are in the possession of Seller, its employees, representatives, or agents:

1. Copies of all plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with a detailed engineering map showing the water transmission lines, wastewater collection lines, lift stations, effluent

disposal facilities, and appurtenances as now constructed, and all other facilities constituting the Utility System.

2. Copies of all Certificates issued by the Florida Public Service Commission with respect to the Utility System, and any correspondence within the last two years between Seller and the Commission with respect thereto.

3. Depreciation and amortization schedules identifying substantially all equipment, tools, parts, laboratory equipment,, and all other personal property owned or used by Seller in connection with the operation of the Utility System.

4. A schedule and copies of documents reflecting the rates, fees, charges and tariffs of Seller.

5. A list of customer deposits or advance facility charges and accounts receivable by name and account number, setting forth the amount of each individual deposit or receivable and their aggregate totals.

6. Copies of all current customer account lists, including street addresses, names, balances, payment histories, consumption histories, lists of uncollectibles and types of service (deduct meters, private meters, fire hydrants, private fire hydrants, sewer surcharge billings, etc.) and all computer files relating to the System customer billing, current maps depicting all systems under construction, "as built," including any original tracings, sepias, or other reproducible material in possession of Seller or Seller's agent(s), materially related to the System.

7. A schedule that details plant, property, equipment, and other Purchased Assets.

B. During the period between the date of this Agreement and the Closing Date, Seller shall obtain a survey of the Real Property, as prepared by a Florida licensed surveyor, and certified to Purchaser and Seller, in accordance with the minimum technical standards adopted by the Florida Society of Professional Land Surveyors in accordance with §472.027, Florida Statutes. The survey(s) shall set forth the area contained in each parcel of property, together with all existing easements, alleys, streets and roads thereon; show any encroachments upon or protrusions from the property; show all existing improvements constructed thereon and distances to boundary lines; specify thereon all dedicated public streets providing access to the property; and stating whether the property is within any area determined by the Department of Housing and Urban Development to be flood prone under the Federal Flood Protection Act, as amended, except, however, if the title insurer will accept an existing survey plus a "gap" or "bring down" affidavit in lieu of a new survey.

C. Except as may be expressly required by law or as may have been expressly approved by Seller in writing, Purchaser shall maintain in strict confidence, and shall not disclose to anyone other than its employees, attorneys and consultants who have a need to know in order to consummate the transactions contemplated by this Agreement (and who shall be bound by a similar obligation of confidentiality), any information regarding Seller, its business, this Agreement and the transactions, unless and until the Closing Date; provided that this restriction shall not apply to information in the public domain.

#### 11. TERMINATION OF AGREEMENT.

A. This Agreement may be terminated prior to closing: (i) by mutual written consent of the parties, (ii) by any party if the transactions contemplated hereby have not closed by December 31, 2001, through no fault of the party seeking termination, or (iii) as provided in paragraphs B and C below.

B. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following prior to closing:

1. The (i) failure of Seller to satisfy, in any material respect, prior to December 31, 2001, its condition(s) precedent to closing set forth herein or (ii) failure of the conditions described in Articles 8 and 9 hereto.

2. Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after notice from Purchaser, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Purchaser, or waived by Purchaser.

C. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following prior to closing:

1. The (i) failure of Purchaser to satisfy, in any material respect, its conditions precedent to closing, or (ii) failure of the conditions specified in Article 4 and Article 9 hereof.

2. Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller, or waived by Seller.

D. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination to the other by delivering the same as provided in Article 18.

E. Upon the termination of this Agreement, the following shall occur:

1. Each party shall return all documents, including copies, in its possession, or in the possession of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information.

2. Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

F. In the event of termination of this Agreement, this Agreement shall forthwith become void and (except for the willful breach of this Agreement by any party hereto) there shall be no liability on the part of Purchaser, Seller, or UWF Inc., or their respective officers or directors, other than as provided for herein.

12. CLOSING DATE AND CLOSING. This transaction shall be closed on December 28, 2001, ("Closing Date" or "Closing"), unless advanced or extended by mutual agreement of the parties, but in no event later than December 31, 2001 without the written consent of the parties, at a location mutually acceptable to both parties. At Closing:

A. Title to the Purchased Assets shall be conveyed as follows:

1. Title to the Real Property shall be conveyed by special warranty deed free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances.

2. Title to the personal property shall be conveyed by bill of sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances.

3. Title to the easements shall be conveyed by quit claim deed referencing only such interest as the Seller may enjoy in such property.

B. All documentary stamps, if required, on the deeds of conveyance of the Real Property included in the Purchased Assets shall be paid by Seller.

C. Real property and personal property taxes on the Purchased Assets and Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its share at or prior to Closing. All other taxes and assessments accrued or owed by Seller or UWF Inc. as of the date of Closing, with respect to the Purchased Assets, shall be and remain the obligation of Seller or UWF Inc. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing, with respect to the Purchased Assets, shall be the obligation of Purchaser.

D. As of the date of Closing, claims that relate to happenings or events prior to the Closing shall remain forever the obligation of the Seller or UWF Inc., and claims for events for happening after the date of Closing shall remain forever the obligations of the Purchaser. Thus, except as expressly provided in this Agreement, at no time and under no circumstances will Purchaser have any obligation or responsibility whatever to the former officers, employees, agents, personal representatives, contractors, consultants or assigns of Seller or UWF Inc. Should any claims, demands, suits, actions or the like be advanced against Purchaser arising from or related to any relationship of any such former officers, employees, agents, personal representatives, contractors, consultants or assigns of Seller or UWF Inc., for actions or claims accruing prior to Closing, Seller or UWF Inc. hereby agree to defend, indemnify and hold Purchaser harmless therefrom.

E. The parties recognize that the Closing may be established during the normal billing cycle of Seller. Seller shall furnish Purchaser with a list of current customer accounts. Seller shall have the right to all accounts for services provided by Seller prior to the date of the Closing. Seller shall settle in full with all its customers based upon an estimated final billing through the date of closing, with such estimate based on comparable period's use during the prior year. Seller and UWF Inc. shall not bill for any rates or charges for services rendered to customers of the System after the closing date. In the event that any customer neglects or refuses to pay Seller's statement for services rendered prior to the date of Closing, Seller may enforce its tariff provisions and exercise all remedies available at law or in equity to enforce such collection efforts.

F. Connection Charges (defined as connection, plant capacity, main extension, capital or other charges paid for the availability of utility services) received prior to the Closing Date shall be retained by Seller or UWF Inc., provided all obligations up to the point of retail service connection interface related to such charges other than physical connection of retail customers are completed prior to closing. Connection Charges paid after the Closing Date and such charges received by Seller or UWF Inc. in respect to obligations up to the point of retail service connection interface, other than physical connection of retail customers, not completed prior to closing shall be the property of Purchaser.

G. Seller shall not accept payment for Connection Charges at a rate lower than the applicable tariffs require in order to receive early payment of those Connection Charges. If Seller violates this covenant, the Purchase Price shall be reduced accordingly by the amount of any such Connection Charges that are paid in advance as the result of offering a discount.

H. All transfers required or necessary hereunder shall take place, unless extended by mutual consent.

I. Each of the parties shall pay the fees of its own attorneys, bankers, 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.

J. All bills for services, materials and supplies rendered in connection with the operation of the Utility System prior to Closing, including but not limited to electricity for a period up to and including the Closing Date, shall be paid by Seller.

K. All prorations required shall be made.

L. Purchaser shall assume UWF Inc. or Seller's liability to provide service under all service agreements listed in Exhibit "E" with respect to obligations that accrue after the Closing Date. However, Purchaser, to the extent permitted by law, shall have the right to impose its own rates, charges and fees.

M. Intentionally Omitted.

N. Each party shall deliver to the other party a certificate stating that:

1. The party is not prohibited from consummating the transaction contemplated hereby.

2. There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.

3. All warranties and representations of such party contained in this Agreement are true and correct as of the Closing Date, except that representations regarding financial statements are as of the date of the financial statement.

O. Each party shall deliver to the other, in a mutually satisfactory form, an opinion of counsel substantially to the effect that:

1. It is validly organized, existing and in good standing under the laws of the State of Florida.

2. This Agreement has been duly and validly executed and approved by such party and is a valid and binding agreement thereon.

3. The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to, such party.

P. Seller shall convey to Purchaser all outstanding unexpired material, equipment and performance warranties which relate to the System.

Q. Purchaser reserves the right to charge present and future customers in Seller's Service Area any pass-through fees (e.g., public service taxes, amounts payable pursuant to any interlocal agreement to which Purchaser may become a party, franchise fees, etc.) as enacted or approved by appropriate governmental entities, which pass-through fees may or may not be incorporated into the rates to be charged by Purchaser to present or future customers in Seller's Service Area.

R. Purchaser assumes responsibility, for providing service to Seller's customers who are receiving service at the time of the Closing, or who are parties to the Service Agreements listed in Exhibit "E" hereto. Seller and UWF Inc. represent and warrant that there are no outstanding commitments to construct any facilities to serve any of Seller's customers or, except for the commitments set forth in the Service Agreements listed in Exhibit "E", any other parties, and that there are no existing commitments, responsibilities or obligations of Seller to provide wastewater reuse service other than at Ponte Vedra. Except upon payment to Purchaser of its standard rates, fees and charges for connection and service, Purchaser has not assumed and will not assume Seller's commitments to construct facilities, or serve any of Seller's customers other than those being served on the Closing Date and the parties to the Service Agreements listed in Exhibit "E" to the extent of obligations that accrue after the Closing Date.

S. Subject to Article 12.F. hereof, Purchaser agrees to assume all obligations that accrue after the Closing Date with respect to the Service Agreements set forth in Exhibit "E", including cost recovery (refundable advance) administration, and to accept all such deposits and charges as payment in full for all deposits and charges, including charges similar to contributions-in-aid-of-construction (capacity fees), for the establishment of utility service by Purchaser in accordance with such Service Agreements, other than charges to be imposed by Purchaser in respect of water meter fees.

T. Purchaser does not assume any existing rate schedules of Seller or UWF Inc.

U. Telephone, electric utility and any other utility service used in operation and maintenance of the System shall not be discontinued as of the date of the Closing upon request by Purchaser; provided, however, all charges for such services shall be prorated as of the date of the Closing. Utility deposits, paid by Seller or UWF Inc., shall be the property of Seller or UWF Inc.

V. UWF Inc. hereby releases all claims with respect to and agrees to file a Motion to Dismiss with Prejudice in the case of *United Water Florida Inc. v. JEA et al*, Case No. 99-1728-CA Div CV-D, filed in the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Duval County.

### 13. INDEMNIFICATION.

A. Seller and UWF Inc. jointly and severally shall save and hold Purchaser and its directors, officers, employees, and agents (hereafter "Purchaser Indemnified Parties"), harmless from, and indemnify the Purchaser Indemnified Parties against, any and all losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Purchaser Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from:

1. Any material misrepresentation by Seller or UWF Inc. of a material fact contained in this Agreement, or a material breach of a representation or warranty;

2. Any material breach by Seller or UWF Inc. of its covenants or obligations;

3. Any and all material claims by developers known to Seller or UWF Inc. that are not disclosed to Purchaser, for acts or promises other than obligations that accrue after closing as set out in the developer agreements listed in Exhibit "E";

4. Any material promise made by Seller or UWF Inc. that was not disclosed by Seller or UWF Inc. and that Purchaser is forced, by action of law or otherwise, to honor;

5. The operation or activities of Seller or UWF Inc. prior to the Closing Date;



6. Any material breach of the Environmental Law Compliance representations set forth in section 8A with liability for any violation of Environmental Law, the presence of Hazardous Substances, and the existence of Releases limited to the extent set forth in Section 13.F and 13.G of the Agreement.;

7. Any broker's or salesman's commission or finders fee alleged to be payable because of any statements, act or omissions of the indemnifying party.

8. Deficiencies related to the matters requiring System Improvements at the Monterey WWTP and the Royal Lakes WWTP for which Seller has a duty to indemnify as provided herein, as well as to undertake post closing system improvements as set forth in paragraph 18 hereof.

9. The items listed in Exhibit O and P and items, if any, actually known to Seller or UWF, Inc. that should have been listed on Exhibit O or Exhibit P.

10. Following assignment, the requirements contained in section 6, 7, 9, 10, 11 in the St. Joe Wholesale Water and Wastewater Purchase Agreement.

11. Easements identified in Exhibit B2 and the items identified in Exhibit B3.

12. Fines and penalties imposed and remediation costs, if any, arising as a result of impact to wetlands associated with the St. Johns Forest wellfield to the extent proven to have occurred as a direct result of wellfield drawdowns prior to Closing Date.

B. Except for (a) Purchaser's obligation to serve those customers of the Utility on the Closing Date and (b) the Service Agreements listed on Exhibit "E", Seller and UWF Inc. jointly and severally hereby agrees to defend, indemnify and hold Purchaser Indemnified Parties harmless with respect to any and all contracts, obligations, claims, suits, judgments, damages, settlements, taxes, costs, expenses and other liabilities of Seller or UWF Inc. and for the breach of any covenant of Seller or UWF Inc. under this Agreement, including without limitation any contracts or agreements of Seller or UWF Inc. for or relating to utility cut-ins, connections or the provision of utility services, however or whenever arising, whether authorized or unauthorized, in existence at the time of the Closing.

C. To the extent permitted by §768.28, Florida Statutes, Purchaser shall save and hold Seller and UWF Inc. and their representatives, beneficiaries, employees, and agents (hereinafter "Seller Indemnified Parties"), harmless from, and indemnify the Seller Indemnified Parties against, any and all losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including but not limited to reasonable administrative, trial,

and appellate attorneys' fees and court costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Seller Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from:

1. Any material misrepresentation by Purchaser of a material fact contained in this Agreement, or a material breach of a representation or warranty;
2. Any material breach by Purchaser of its covenants or obligations herein;
3. The operation or activities of Purchaser on or after the Closing Date other than the operations of Seller's affiliate under the Operations Agreement; or,
4. Any broker's or salesman's commission or finders fee alleged to be payable because of any statements, act or omissions of the indemnifying party.

D. The amount for which an indemnified party shall receive indemnification hereunder shall be reduced by any insurance proceeds or other payments received by the indemnified party in respect of the indemnified matter.

E. Each party hereto shall give the indemnifying party prompt written notice of any claim, assertion, event or proceeding by or in respect of a third party of which it has knowledge concerning any liability or damage as to which it may request indemnification hereunder. The party providing indemnification shall have the right at all times to control the defense or settlement of any such claim or proceeding through counsel of its own choosing, and to settle any and all such claims made, if such settlement involves only the payment of money, and such payment is made by the indemnifying party at the time of settlement, or through an adequately secured structured settlement.

F. Any party claiming indemnification must give notice to the other party of its claim for indemnification within (a) 5 years with respect to claims under Sections 13A(1) - (7), , Section B and C ("Limited Indemnity Matters"); and, (b) 7 years with respect to 13A(11).

G. Neither party shall have any obligation to make indemnification payments hereunder to the other with respect to Limited Indemnity Matters unless and until its total indemnification obligations with respect to Limited Indemnity Matters exceed \$50,000. In that event, the indemnifying party shall make payments with respect to its indemnification obligations starting with the first dollar of claims up to a limit with respect to Limited Indemnity Matters of \$20,000,000 in the aggregate.

14. DEFENSE OF ACTIONS OR CLAIMS.

A. Each party who is or may be entitled to indemnification under the provisions of this Agreement (the "Indemnitee") shall promptly notify the other party who is or may be required to provide indemnity under the provisions of this Agreement, as applicable (the "Indemnitor"), of any lawsuit or claim against such Indemnitee which it has reasonable cause to believe would entitle it to indemnification under such Article of this Agreement. Failure of such Indemnitee to promptly notify the Indemnitor of any such action or claim shall constitute a defense by Indemnitor against its obligation to indemnify the Indemnitee under this Agreement with regard to such claim or action, to the extent such failure to provide such prompt notification reasonably prejudices the defense or other successful resolution of such action or claim by Indemnitor.

B. Upon receipt of such prompt notification of such claim or action, the Indemnitor shall be entitled, in its absolute discretion, to select legal counsel; to assume at its expense the defense of any such action or claim, including the prosecution of any applicable cross-claims or counter claims; to direct the manner in which such defense shall be conducted; and to determine the terms of settlement of, any such suit or claim against Indemnitee, provided that no such resolution awarding relief other than money damages against the Indemnitee may be agreed to without the consent of the Indemnitee, which consent shall not be unreasonably withheld, delayed or conditioned by Indemnitee. Indemnitee shall provide its full cooperation and assistance to Indemnitor with regard to the defense of such claim or action against Indemnitee, as afore-described, as reasonably requested by Indemnitor.

C. If the defendants in or to any such action or claim include both the Indemnitee and the Indemnitor and the Indemnitee reasonably concludes that there are valid legal defenses available to the Indemnitee which are different from or additional to the legal defenses being raised by the Indemnitor, and which, after written notice thereof being given to the Indemnitor by the Indemnitee, are not being asserted by the Indemnitor on behalf of the Indemnitee regarding such action or claim, the Indemnitee shall have the right to select separate counsel to assert such additional legal defenses in such action on behalf of Indemnitee; provided such legal defenses which Indemnitee desires to assert are not reasonably inconsistent with, contrary to or would otherwise prejudice the defenses which the Indemnitor is asserting on behalf of the Indemnitee. The Indemnitee shall take no action with regard to such claim or action which is inconsistent with or may reasonably prejudice the defenses, cross-claims or counter claims being asserted by Indemnitor on behalf of Indemnitee unless separate counsel has been retained.

D. If an Indemnitor elects to assume and does assume, the defense of any such suit or claim, it shall not be liable for any legal expenses incurred by the Indemnitee with respect to such matter and if the Indemnitee, after due notice to the Indemnitor of the existence of valid defenses not being employed by the Indemnitor as afore-described, employs separate counsel in

connection with the assertion of such legal defenses not being raised by the Indemnitor on behalf of the Indemnitee and the Indemnitee is, in fact, ultimately successful in the assertion of those legal defenses that the Indemnitor refused to assert after due notification by the Indemnitee.

E. If the Indemnitor, after receipt of such prompt notification of such claim or action, does not assume the defense of any such suit or claim, it shall thereafter be barred from disputing the nature and amount of the damages ultimately incurred or determined to have been incurred by the Indemnitee in settling or litigating the action or claim.

#### 15. POST CLOSING COOPERATION.

A. Seller and Purchaser shall, at any time and from time to time after the Closing Date, upon reasonable request of the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties.

B. In the event that, after the Closing Date, any of the parties hereto shall require the participation of the other or of officers and employees employed by the other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, each party shall use its best efforts to be available or to make such officers and employees reasonably available to participate in such defense or prosecution, provided that the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges and expenses arising from such participation.

C. Where there is a legitimate purpose not injurious to the other party and not related to prospective competition by such party with another party hereto, or if there is an audit by the IRS, other governmental inquiry, or litigation or prospective litigation to which Purchaser, Seller, or UWF Inc. is or may become a party, making necessary any access to the records of or relating to Seller or UWF Inc. held by Purchaser or making necessary Purchaser's access to records of or relating to the operations of Seller or UWF Inc. held by any entity other than Seller, each of them shall allow representatives of the other party access to such records during regular business hours at such party's place of business for the sole purpose of obtaining information for use as aforesaid.

D. Either party at any time, upon not less than 90 days' prior written notice to the other party hereto, may dispose of the records in its possession relating to the Purchased Assets and the business related thereto, in accordance with its respective record retention policies; provided, however, that a party may, at its own cost and expense, retain, or make arrangements for the retention of, records in the possession of another party to which it would have a right of

access under paragraph 15.C., if it notifies, in writing, such party that it desires to retain such records.

16. FLORIDA PUBLIC SERVICE COMMISSION MATTERS. Within fifteen (15) days after execution of this Agreement, the Purchaser and Seller or UWF Inc. shall jointly submit a petition for transfer to the Florida Public Service Commission, in respect to the Certificates. Seller or UWF Inc. shall file any reports, if required, and satisfy its outstanding Florida gross receipts tax obligations through the Closing Date. All costs and expenses relative to terminating its relationship with the Florida Public Service Commission shall be borne by Seller. Copies of the Order(s) of the Commission acknowledging sale of the Utility System to Purchaser shall be promptly provided to Purchaser, upon Seller's receipt thereof.

17. EMPLOYEE MATTERS . Purchaser and Seller acknowledge that employee protection is fundamental to the intention of the parties relative to the consummation of the transaction contemplated hereby. Thus, Purchaser agrees that effective January 1, 2002 all employees identified in Exhibit "I-1" and "I-2" shall be offered employment by JEA at no less than their current salaries and with comparable JEA benefits or such salaries and benefits as are allowable under the terms of the appropriate collective bargaining agreements. The employees listed in Exhibit "I-2" will be hired pursuant to contract terms and conditions set forth in Exhibit "L," for a period of up to two years during which they will be afforded opportunities to take the Civil Service exam and transition into JEA positions as direct employees instead of contract employees. At such time as the Operations Contract referenced in Exhibit "N" may terminate, any remaining Company employees will receive the same offer as the employees listed on Exhibit "I-2."

18. POST CLOSING SYSTEM IMPROVEMENTS

(A) A plan for certain improvements to the Royal Lakes Wastewater Treatment Plant has been identified in a letter report dated November 14, 2001 from the consulting engineering firm of Camp Dresser & McKee, Inc., ("Royal Lakes Improvements"). At Closing, Seller shall wire transfer \$150,000 to Rose, Sundstrom & Bentley, LLP, as escrow agent, to pay for the Royal Lakes Improvements. Seller shall then be responsible to design improvements according to JEA standards, obtain all permits, bid the construction contracts, and oversee and manage construction of the Royal Lakes Improvements. Buyer has the right to review and monitor design and construction to ensure compliance with JEA standards. Seller shall requisition funds from the escrow agent as needed to pay for the work. Upon completion of construction, Seller shall cause Camp Dresser & McKee, Inc., or other qualified independent engineer, to certify to Purchaser that the Royal Lakes Improvements have been completed in accordance with the recommendation stated in the Camp Dresser & McKee, Inc. letter report, and that the walkways are safe for operator use. Upon completion of construction, escrow agent shall release to Seller any funds

remaining in the escrow account. In the event the cost of the Royal Lakes Improvements exceeds the escrow deposit, Seller shall be responsible for such costs.

(B) The parties acknowledge that the Seller is required to correct issues with the effluent discharge piping system at the Monterey wastewater treatment plant which is the subject of an administrative order issued by the Florida Department of Environmental Protection through the Notice of Intent to Issue Permit (No. FL0023604) dated November 2, 2001 ("Monterey Order"), Seller has developed a plan ("Monterey Improvements") to address the hydraulic disturbance created by the St. Johns River effluent discharge from the plant. Seller warrants and represents that the Monterey Order and any related orders will correct the problem identified through this permit and all related orders in a manner which will not adversely impact in a substantive way the operation of the Monterey plant. At Closing, Seller shall wire transfer \$650,000 to Rose, Sundstrom & Bentley, LLP, as escrow agent, to pay for the Monterey Improvements. Seller shall then be responsible to design improvements to applicable JEA construction standards, obtain all permits, and bid the construction contracts, and oversee and manage construction of the Monterey Improvements. Purchaser has the right to review and monitor design and construction to ensure compliance with applicable JEA standards. Seller shall requisition funds from the escrow agent as needed to pay for the work. Upon completion of construction and written confirmation by the Florida Department of Environmental Protection that the effluent discharge piping issues have been satisfactorily corrected: (i) Seller, or its affiliate, will incorporate the Monterey Improvements into the operation of the plant; (ii) the parties shall monitor such operation for a period of 180 days to ensure the hydraulic disturbance issue has been remedied and that the operation of the plant, including operating costs and permitting requirements, has not been adversely impacted in a substantive way by the Monterey Improvements; and, (iii) escrow agent shall release to Seller any funds remaining in the escrow account. In the event the cost of the Monterey Improvements exceeds the escrow deposit, Seller shall be responsible for such costs.

19. AGREEMENT REGARDING ST. JOE PROPERTY.

On January 5, 2002, Seller shall assign to Purchaser its rights and obligations under a Wholesale Water and Wastewater Purchase Agreement ("St. Joe Wholesale Agreement") dated January 4, 2000 between UWF Inc. and St. Joe Utilities Company ("St. Joe"). Following closing until January 5, 2002, Purchaser shall supply water at its published rates to Seller so as to satisfy Seller's requirements under the St. Joe Wholesale Agreement. The parties agree that Seller shall give notice on January 4, 2002 to St. Joe that it is exercising its rights to terminate, effective as of one year after the date of such notice, the St. Joe Wholesale Agreement and therefore by its terms the Agreement for Operation, Maintenance, and Management Services for the St. Joe Franchise Area, dated January 4, 2000, between United Water Operations Florida Inc. and St. Joe Utilities Company ("O&M Agreement"). Purchaser shall have the right to collect its tariff rates service to the St. Joe system. Following January 5, 2002, Seller agrees to pay Purchaser, on

behalf of St. Joe, the difference between the amounts that St. Joe would have paid for wholesale water and wastewater service under UWF Inc.'s rates and the amounts that would be due to Purchaser under Purchaser's rates, until the earlier of the following: (i) the date of subsequent agreement between Purchaser and St. Joe for retail service to the St. Joe property, upon which time the St. Joe Wholesale Agreement and O&M Agreement shall terminate and Seller and UWF, Inc. shall execute any document requested by Purchaser to evidence such termination; or (ii) termination of the St. Joe Wholesale Agreement and O&M Agreement. Seller or its affiliate shall continue to perform under the O&M Agreement"until termination thereof.

20. NONCOMPETE PROVISION. For the period of time from the Closing Date until the earlier of the expiration or termination of the Operations Contract, Seller, UWF Inc., and any related parties shall not, directly or indirectly, whether through corporations or other entities, own a utility system within Duval, St. Johns, or Nassau Counties.

21. MISCELLANEOUS PROVISIONS.

A. In each instance in which either party is to receive money from the other party after the Closing Date pursuant to the provisions of this Agreement, the party who is entitled to receive the money under the terms of this Agreement shall have the right to inspect, at its own expense, those books and records of the other party as may be necessary to corroborate the accuracy of the amount of money received by the party, within thirty (30) days of receipt of payment. In the event the party making the inspection discovers an error in payment, the party making the payment shall promptly transfer the difference in payment to the party who is entitled to payment; provided, however, that to the extent that the error in payment is ten percent (10%) or more, then the party making payment shall, in addition to paying the shortfall, reimburse to the party making the inspection the reasonable costs of the inspection.

B. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

C. This Agreement, the Exhibits hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

D. Any notice or other document required or allowed to be given pursuant to this Agreement and the Escrow Agreement by either party to the other shall be in writing and

shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation.

If to Seller such Notice shall be addressed to Seller at:

United Water Florida, Inc.  
c/o Robert Gerber, Esq.  
General Counsel  
United Water  
200 Old Hook Road  
Harrington Park, New Jersey 07640-1799  
Fax: 201\767-7018

United Water Florida LLC  
c/o Robert Gerber, Esquire  
1400 Millcoe Road  
Jacksonville, Florida 32225

with a copy to

Rose, Sundstrom & Bentley, LLP  
c/o William E. Sundstrom, Esq.  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
Fax: 850\656-4029

If to Purchaser, such notice shall be addressed to Purchaser at:

JEA  
Managing Director and Chief Operating Officer  
21 West Church Street  
Jacksonville, Florida 32202  
Fax: 904\665-7382

with a copy to:

Office of the General Counsel  
City of Jacksonville  
117 West Duval Street  
Suite 480  
Jacksonville, Florida 32202



Fax: 904\630-1731

E. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

F. The drafting of this Agreement constituted a joint effort of the parties, and in the interpretation hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

G. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

H. This Agreement may be amended or modified only if executed in writing.

I. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

J. Because of the unique nature of the rights and responsibilities of the parties under this Agreement, it is understood and agreed that in the event of a breach of this Agreement by either party, monetary damages would be wholly inadequate as a remedy for either party. Accordingly, the parties agree that each shall have the right of specific performance against the other to require the defaulting party to perform in accordance with the terms and provisions of this Agreement, in addition to all other rights and remedies available at law or in equity.

K. Notwithstanding anything to the contrary contained herein, in the event of any dispute arising under this Agreement, Seller and Purchaser agree that they shall use their best efforts to attempt to resolve such dispute (including, without limitation, through the use of mediation) prior to filing suit with respect thereto. In the event of any litigation arising hereunder, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees, and jurisdiction and venue for any such litigation shall lie in the County of Duval, Florida.

L. This Agreement contains the entire agreement between the parties hereto with respect to the purchase and sale herein described and the other transactions herein contemplated and supersedes all prior agreements between the parties hereto.

M. Where the context requires, the terms "Seller" and "Purchaser" shall include the singular and the plural and shall include the masculine, feminine, and neuter genders. Plural shall include the singular and singular shall include the plural in all applicable instances.

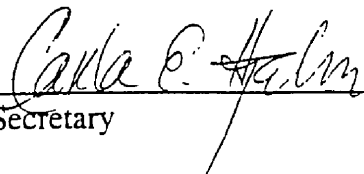
N. If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy; or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void, and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Agreement.

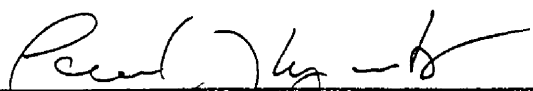
O. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, subject, however, to the right of Seller to cure or satisfy assessments, claims, demands, proceedings and suits as provided herein.

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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.


**UNITED WATER FLORIDA INC.**

  
Secretary

  
By: Edward J. Imperato  
Treasurer

(SEAL)

**UNITED WATER FLORIDA LLC**

  
By: Robert A. Gerber  
Manager

**JEA**

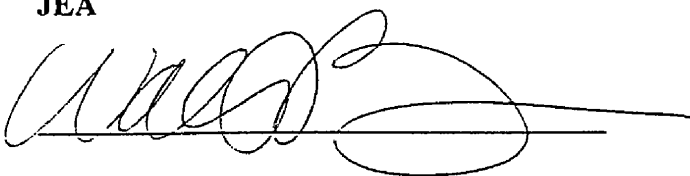
  
By: Walter P. Bussells  
Managing Director and Chief  
Executive Officer

Exhibit "A"

Real Property

Exhibit "A"  
 (Real Property)  
 Florida Properties by Deed

County	RealEst#/TxPar#	Prop.Address
Duval	011454-0000-0	Prt of L.2,3,5,BI.14&Pit of L.1&6,BI.6,Lackawanna (4-66) and part of block A & B, Lackawanna Townsite (4-79)
Duval	011480-0000-1	"
Duval	011483-0000-9	Hanson Dr. S. "
Duval	013864-0000-7	Tracts A,B & C, Georgetown Estates Unit one(33-11)
Duval	013936-1105-8	Ricker Rd.[Lift Station parcel,Somerton Pl. (46-74)]
Duval	014457-0000-7	5857 Tampico Rd.
Duval	014508-0000-2	7400 Wheat Rd.
Duval	014512-0000-1	7961 Falcon St
Duval	014603-1017-9	Tree Top Estates Unit 1
Duval	014790-0000	Tract A, Enchanted Park - Unit Two
Duval	014792-0000-9	Tract B, Enchanted Park Unit Three (33-70)
Duval	015052-0000-4	5535 Green Forest Dr.[un-numbered lot s of lot 8 mrkd util. area, block 6 Oak Hills Manor unit 2 (30-9)]
Duval	023413-0000-2	1201 BunkerHill Bv.[L2 Bl44 Lake Forest Sec1(11-31)]
Duval	023427-0000-1	1197 Lake Forest Bv.[Triangular Bl49,Lake Forest Sec.(11-31)]
Duval	023428-0000-7	Triangular Block 50, Lake Forest Section 1 (11-31)
Duval	028161-0000-8	Tract B & Lots 28,29,30 Bl 9,Magnolia GardensUnit2
Duval	028232-0000-3	2540 Lantana Av.[Part of Tract A,Magnolia Gardens Unit 4 (23-66)]
Duval	028538-0000-1	Tract E, Magnolia Gardens Unit 6 (27-10)
Duval	028660-0000-2	Tract A, Magnolia Manor (28-11)
Duval	037205-0000-5	Lots 4 & 5, Bl 163, Thompsons S/D Riverview (5-80)
Duval	095735-0000-6	Pt Govt Lot 1 W of RR Recd O/R BK7428-1797
Duval	095736-0000-2	4806 Ducheneau Dr.[Part of L57,BI 5,Oak Hill (26-24)]
Duval	096074-0000-5	828 Moret Dr. S. (Oak Hill Unit 6 Tract C)
Duval	096113-0000-3	Tract D, Oak Hill Unit 7 (27-66)
Duval	096280-0000-4	Tract C, Oak Hill Unit 9 (29-55)
Duval	096577-0000-3	5957 Tampico Rd.
Duval	097001-0000-5	Oak Hill Unit 15, Tract A
Duval	098029-0000-6	5855 Oaklane Dr.[L 19,Block 2, Forrest Brook (23-96)]
Duval	098419-0000-7	Pt. Govt. Lot 1W of RR
Duval	098633-0000-9	Tract B Ortega Hills Unit 4 (26-82)
Duval	098634-0000-5	Tract C
Duval	103352-0000-9	
Duval	104200-0000-1	Comodore Dr[Well Lt, Bl 5,Venetia Terr. Replat(23-41)]
Duval	108805-0000-7	Rota Av.[L 5,Except S60',Block 2 Bon Air (21-80)]

**Exhibit "A"**  
**(Real Property)**  
**Florida Properties by Deed**

<u>County</u>	<u>RealEst#/TxPar#</u>	<u>Prop.Address</u>
Duval	112343-0040-5	Non-numbered Tract,Sandy Shores (40-63)
Duval	112371-0000-2	3653 Wayland St.[Prt of TractA,Univ.ParkUnit1 (28-34)]
Duval	112491-0000-6	Lot 20, Bl 5, University Park Unit 2 (28-48)
Duval	112625-0000-3	Paulbett Dr.[Lift Station Site,BI 9,Univ.Park Unit 3 (29-52)]
Duval	112667-0000-5	University BV[Tract A,UniversityPark Unit 4 (29-51)]
Duval	112708-0000-5	Grissom Dr. N.
Duval	113211-0000-1	First Addition to Floral Bluff Estates
Duval	116267-0000-1	Well Lot. Block 1, Lake Lucina Unit No.4 (23-18)
Duval	118257-0000-2	Lot 1, Block 5 Arlington Hills Unit 3A (25-24)
Duval	119033-0000-3	
Duval	119476-0000-7	Tract A, Arlington Hills Unit No. 7A (28-17)
Duval	120124-0000-3	Prt.of Sec.11,T-2-s,R 27 E(O.R.2758,PG 1164)and Prt.of Tract A ,Arlington Hills Unit 9C (30-50)
Duval	120461-0000-7	Elvia WTP - 7755 Elvia Dr.
Duval	120161-0000-5	Tract B, Arlington Hills Unit 9D (30-95)
Duval	120308-0000-5	Tract A, Arlington Hills Unit 12 A (33-78)
Duval	120442-0000-3	Lift Station Site, Arlington Hills Annex
Duval	120451-0000-2	
Duval	120476-0000-2	
Duval	120584-0000-9	Lift Station parcel, Terry Parker Heights (28-70)
Duval	120745-0010-2	1526 Millcoe Rd.
Duval	120745-0200-9	Adjacent to 1526 Millcoe Rd.
Duval	128183-0510-0	3518 George Rd.
Duval	128199-0000-2	Tract A, Arlington Acres (29-5 and Part of Lot 14, First Addition to Floral Bluff States (17-95)
Duval	129144-0000-0	Tract D, Monterrey Unit 1 (25-27) [939 Las Robida Dr.]
Duval	134872-0000-8	S20' of W15' of Lot 11 7 E5' of S20' of L.12,Block 7, Ridgeland Gardens (12-65)
Duval	136634-0000-8	5802 Harris St.
Duval	136635-0000-4	Arlington Plaza, Inc.
Duval	142481-0000-7	
Duval	142500-0030-2	
Duval	142563-0000-3	8039 Carlotta Rd. N
Duval	142564-0000-9	
Duval	142655-0000-4	Lift Station Site, Alderman Park Unit 2 (27-78)
Duval	142885-0000-7	Tract A, Alderman Park Unit 8 (31-15)
Duval	143067-0000-0	Tract A, Alderman Park Unit 10 (32-30)
Duval	143152-0010-8	Lift Station, Alderman Park Unit 10A (32-69)

Exhibit "A"  
 (Real Property)  
 Florida Properties by Deed

County	RealEst#/TxPar#	Prop.Address
Duval	143154-0010-0	Part of Tract A, Alderman Park Unit 11 (33-36)
Duval	143278-0000-9	8147 Carlotta Rd.
Duval	143424-0000-8	Lots 26, 27, 28, 54, 55 and 56, Harris Addition to Arlington (5-88) [Monterey WWTP - Lot 26]
Duval	143425-0000-4	"
Duval	143439-0000-3	Monterey WWTP-Lot 54,55
Duval	143440-0000-4	Monterey WWTP-Lot 56
Duval	148002-0020-3	Part of Tract A, Villa San Jose (33-62)
Duval	148180-0000-7	Part of L 8 & 9, Bl. 2, Beauclerc Estates Unit 1 (28-67)
Duval	148521-0031-7	
Duval	148632-0510-3	8509 Western Highway
Duval	148633-0030-7	8598 Royal Oakes Dr.
Duval	148635-0418-1	Lot 61, Royal Lakes Unit Five (37-53)
Duval	149208-0500-2	
Duval	150279-0000-8	SE30' of SW35' of Lot 1 Bl. 18, San Jose Sec.K(26-5)
Duval	150281-0000-5	7128 Balboa Rd.[Lots 1 & 2, Block 3, Replat of San Jose (25-98), and Lots 3,7,8,9,10 and Tract A, Block 3, San Jose Section L (26-21)]
Duval	150282-0000-1	"
Duval	150283-0000-7	"
Duval	150284-0000-3	"
Duval	150285-0000-9	"
Duval	150608-0000-3	"
Duval	150609-0000-9	"
Duval	150457-0000-4	SanSabastianWay[Tracts A&B, San Jose Sec.P (28-29)]
Duval	150755-0000-4	Part of Lot 2, Block 13, Replat of San Jose (25-98)
Duval	151070-0000-9	Segovia Av.[Tract A, San Jose Forest Replat (32-29)]
Duval	151118-0000-1	Tract A, Herbroc Fountains (28-21)
Duval	151700-0012-3	San Jose Bv.[Utility Lot, Cathedral Oaks (33-95)]
Duval	151738-0000-5	Benjamin GS Ease-19
Duval	151746-0000-8	Part of L. 17,18,19,25 &26, Bl.2,Beauclerc manor (27-62)
Duval	151812-0000-3	Tract A, San Jose manor Unit 1 (28-3)
Duval	151941-0000	San Jose Manor Unit 2A
Duval	152322-0000-1	7742 PrayerDr.E.[Tract A,SanJose Manor Unit 4(30-23)]
Duval	152612-0050-3	
Duval	152612-0180-8	Sec.56,Twp.3S,Range 27E -F. Richard Grant (parcels A & B)
Duval	152683-0572-4	
Duval	152699-0160-2	

**Exhibit "A"**  
**(Real Property)**  
**Florida Properties by Deed**

<u>County</u>	<u>RealEst#/TxPar#</u>	<u>Prop.Address</u>
Duval	152770-0000-0	Well Lot, Yvonne Park (21-57)
Duval	154909-0000-3	Hampton Av.[Lot 14,Block 4,Greenfield Manor (20-17)]
Duval	155548-1010-0	10320 Fortune Py[TractA,GranPark at the Aves.(47-18)]
Duval	155549-0515-4	10200 PhyllipsHy[Tract C,Aves.CrossingUnit 1 (46-81)]
Duval	155550-5010-5	Fawn Lake Dr. S.-property abuts McLaurinRd. E.
Duval	161136-4415-5	11803 McCormickRd[Partof L7 Bl 1,AshtonPark (41-92)]
Duval	161201-3002-3	Ft. Caroline Rd.
Duval	161207-0000-6	Ft. Caroline Rd.
Duval	161218-0000-7	10797 Ft. Caroline Rd.
Duval	161286-0060-4	1258 Monument Rd.
Duval	161286-0070-3	1453 Monument Rd.
Duval	161619-0000-9	Holly Oaks River Dr.
Duval	161760-0010-3	Holly Oaks Ravine Dr[Part of Lot 1Block 6 ,Holly Oaks Forest Section 5 (31-51)]
Duval	161864-0000-2	758 St. Johns Bluff Rd. N [The West 50'of Lots 1&2,Queen Akers Unit 2 (30-70)]
Duval	162101-0030-6	1701 Monument Rd.
Duval	167820-0100-4	7721 Covewood Rd.
Duval	167820-0200-2	
Duval	177034-0010-4	
Duval	179999-8015-7	Crystal View La
Duval	180002-0000-9	Cedar Island Rd. N.
Duval	180004-0100-9	14738 Crystal View La
Duval	180004-0200-7	14549 Blue Water Dr.
Duval	180019-1022-3	Marsh Island La
Duval	18009-1025	Marsh Island La
Duval	180085-0000-7	Stacey Rd.[Lot 5 Exc. W.25',Blk.1,Pablo Pines Unit 1 (31-23)]
Duval	180355-1041-8	4467 SanPabloRd[Partof L.20,OakLanding Unit1(36-81)]
Duval	180355-1353-3	Marsh Hammock Dr. E.
	<b>131</b>	
Nassau	01-2N-27 0000 0003-003	OR519/906 Sunray WWTP
Nassau	12-2N-27 0000 0001-001	OR619/906 Sunray WWTP
Nassau	25-2N-28 0000 0002-027	OR619-906 Future Regional WTP
Nassau	25-2N-28 0000 0002-039	OR765/470 Booster Station Site
Nassau	25-2N-28 0550 000 E-00	OR869/0091 Trade-Plex Flora Parke LS
Nassau	37-2N-27 1000 0001-001	OR19/906 Sunray WWTP
Nassau	37-2N-28 0000 0001-005	OR695/1500 Easmt to Villages of Marsh Lakes LS
Nassau	38-2N-27 1270 000H	OR683/871 Tract H Loft on Oaks/Yulee WTP



Exhibit "A"  
(Real Property)  
Florida Properties by Deed

	County	RealEst#/TxPar#	Prop.Address
	Nassau	38-2N-27 1270 000I	OR683/871 Tract I Loft on Oaks/Yulee STP
	Nassau	38-2N-27 1331 000C-00	Tract C Lift Station Meadowfield LS unit 1-A PB 6/148
	Nassau	41-2N-28 0000 0002-002	OR19/906 Otter Run WTP
	Nassau	42-2N-27 0000 0001-012	OR765/527 Yulee Swamp
	Nassau		Yulee Regional Plant Site - 30 Acres
	Nassau	42-2N-27 0000 0067-003	OR763/716 Ingress/Egress to Radio Road
	14		
	St. Johns	3520-2	Highland Forest Subt. Tract A L/S
	St. Johns	051280-0010	20-1 All Govt. Lot 16 Lying W of RD #A1A
	St. Johns	062158-0112	1-118 PT. Of N30 x 35 Ft. Lying W. of CR 203
	St. Johns	142010-0010	1-1 Pt. Of GI Lying W. of RD A1A 55x42 ft. S/ Water Plant [Ponte Vedra S. S. WTP]
	St. Johns	009720-0020	2-2 Part of Govt Lot 2 Ly (St. Johns. N. WTP)
	St. Johns	009720-0030	2-3 Pt. Of GL 3 Lying in S (St. Johns N. WTP)
	St. Johns	009720-0040	2-4 Pt. Of GL 3 Lying E of (St. Johns N. WTP)
	St. Johns	9770-0071	Well Site W of Ivey Glen Dr. OR1169/1496
	St. Johns	9771-0002	Village Green L/S Easement 29/93-101
	St. Johns	9776-0003	35/60-66 Lake Cunningham @ Cunningham Creek Plantation Unit 1 Tract MMM or 1529/535
	St. Johns	009820-0010	1-1 PT of W1/2 - Deed Parcel 1 OR 1275/1673
	St. Johns	009872-0000	1-2 PT of Secs 10 14 15 22 & 23 known as Blackford Swamp Effluent Disp.Facility [30.00 Ac. Plant Site]
	St. Johns	9970-0060	1-6pt. Lying N. for SR210 7 W of Cinmarone Golf/Cclub
	St. Johns	010530-1002	26/70-73 Gates at Cuning.Ck pt of lot 21-L/S site
	St. Johns	010553-0001	29/ 1-4 Mallard Landing Unit 3 Easement
	St. Johns	26400-0020	1-2pt.of S1/2 Lying Nof SR210 & E of JEA R/W OR 882/70 & 885/1109
	St. Johns	026400-0030	1-3 Pt. Lying E. of JEA Power Line OR882/70 &885/1109 [St.J. Forest Well SitePar3]
	St. Johns	026400-0070	1-7 PT Lying W of 150 Ft. Ele RW OR1052/76[St.J Forest Old WTP-Par.5]
	St. Johns	26401-0002	OR 1245/947
	St. Johns	026441-0001	34/4-9 Southlake Unit 1 Tract C(Util Site) OR 1388/1455
	St. Johns	50979-0210	3 & 4 Lift Stations 1 2 3 &4 OR 340/535
	St. Johns	51036-0010	6-1 Pt. of LG Lying e. of San Juan Dr.
	St. Johns	51100-0010	4-1 Part of Govt. lot 8 Lying E. of PDL Blvd.
	St. Johns	056813-0002	12-2 Ponte Vedra Sub Blk 9Blk 28 N80 Ft. of Util Lot)
	St. Johns	61310-0010	1-1 Part of Govt. Lot 1-51.5 x 112 ft.

Exhibit "A"  
 (Real Property)  
 Florida Properties by Deed

County	RealEst#/TxPar#	Prop.Address
St. Johns	61420-0010	1-1 Part of Govt. Lot 6 Lying S. of RD210 & W of Guano River.
St. Johns	61505-0000	6-1 Pt of Lot 10 Strip on E Line OR747/937
St. Johns	061519-1000	10 Pt. of Gov.Lt 11 Lying E. of SR#0203 [651 Ponte Vedra Blvd]
St. Johns	62155-0008	1-2D Philip Solana Grant pt of N'ly 1600 of W'ly 950 ft.
St. Johns	141960-0010	1-1 Part Lying W. of A1A (56 ft. N. Water Plant Site) [Ponte Vedra S. N. WTP]
St. Johns	142145-0030	Turtle Shores L/S
St. Johns	142321-0001	33/45-49 Southbeach@Ponte Vedra Tract F OR 1388/1451;LS
St. Johns	142231-0003	Tides Edge L/S
St. Johns	142240-0020	PDL WTP and 5 offsite Wells
St. Johns	142310-0050	Kingston Dunes L/S: Head
<b>35</b>		
<b>180</b>		

Exhibit "A1"

Reverter Option Property

**Exhibit "A1"**  
**Reverter Option Property**

<u>Location</u>	<u>Parcel Number</u>
1 Royal Lakes WWTP	148632-0510-3 148633-0030-7 148635-0418-1
2 San Pablo WWTP	180004-0200
3 Sunray (Nassau Regional) WWTP	01-2N-27-0000-0003-0030 12-2N-27-0000-0001-0010 37-2N-27-1000-0001-0010
4 Lofton Oaks Sewer Treatment Plant	38-2N-27-1270-000

Exhibit "A2"

Excluded Property

**Exhibit "A2"**  
**Excluded Property**

<u>Location</u>	<u>Parcel Number</u>	<u>Book/Page Numbers</u>
1. 1400 Millcoe Road, Jacksonville	161293-0200-3	Book 7240, Page 519
2. Property Owned by Y.P.C. (owned by United Properties Group)		Book 746, Page 1496 Book 746, Page 1497 Book 756, Page 1174 Book 756, Page 0621

Exhibit "B1"  
(Easements, licenses, etc.)

1. Attached spreadsheet containing easements held in favor of United Water Florida, Inc.

**EXHIBIT "B1"**  
**(Easements)**

CO	SECT	TSP	RNG	RENEWABLE AGREEMENT		COUNTY RECORDS		COMMON PROPERTY NAME
				NAME OF GRANTOR OR OTHER DESCRIPTION	SY	VOL	PAGE	
DUV	38	2S	27E	ABDUL HAMID BENHALIM	AR	5172	397	GAZEBO LS & EASEMENT
DUV	52	2S	27E	ARLINGTON ACUTE CARE REALTY PARTNERS	AR	8472	2391	ARLINGTON PROF PARK
DUV	40	2S	27E	ARLINGTON BY THE RIVER, INC.	AR	6404	2161	ARL BY THE RIVER L/S
DUV	52	2S	27E	ARLINGTON PLAZA INC	AR	2373	376	ARLINGTON PLAZA S/C
DUV	52	2S	27E	ARLINGTON PLAZA INC	AR	2373	389	ARLINGTON PLAZA S/C
DUV	2	2S	27E	CENTEX HOMES CORP.	AR	8426	2269	RAYMUR VILLAS S/D
DUV	2	2S	27E	CENTEX HOMES CORP.	AR	8426	2271	RAYMUR VILLAS S/D
DUV	2	3S	27E	CENTEX REAL ESTATE CORP.	AR	6827	2384	RAYMUR VILLA S/D
DUV	2	3S	27E	CENTEX REAL ESTATE CORP.	AR	6736	1962	RAYMUR VILLA S/D
DUV	41	2S	27E	CIGNA INSURANCE COMPANY, ET AL	AR	8279	454	ARLINGTON X-WAY F M EASEMENT
DUV	41	2S	27E	CIMARRON ASSOCIATES, INC.	AR	8279	439	ARLINGTON X-WAY F.M. EASEMENT
DUV	11	2S	27E	CITY OF JACKSONVILLE	AR	7836	2200	ELVIA WTP TO MERRILL
DUV	52	2S	27E	CUMBERLAND FOREST LIQUIDATION CO LTD	AR	6660	617	CUMB. FOREST APTS FM
DUV	41	2S	27E	DAVE LEWIS, INC.	AR	7836	2221	BERT RD
DUV	49	2S	27E	DUVAL COUNTY SCHOOL BOARD	AR	7836	2182	LONE STAR ELEMENTARY
DUV	52	2S	27E	FLA. STATE CHAMBER OF COMMERCE	AR	3352	215	CHARLESTON SQUARE FM
DUV	32	1S	28E	FLORAL BLUFF ESTATES	AR	4131	471	PEELER ROAD L/S ?
DUV	52	2S	27E	FLORIDA NATIONAL REALTY COMPANY	AR	171	41	PT. OF LOT 6-HANSONS S/D
DUV	52	2S	27E	FLORIDA NATIONAL REALTY COMPANY	AR	1892	321	PT OF LOT 6-HANSONS S/D
DUV	4	2S	27E	FT. CAROLINE TRADING POST LTD	AR	5852	645	FT CAROLINE TRADING POST S/C
DUV	4	2S	27E	FT. CAROLINE TRADING POST LTD	AR	5917	2141	FT CAROLINE TRADING POST S/C - 1st Amendment
DUV	4	2S	27E	FT. CAROLINE TRADING POST LTD	AR	5969	383	FT CAROLINE TRADING POST S/C - 2nd. Amendment
DUV	52	2S	27E	GENERAL TRADING CO. SOUTHERN INDUSTRIAL CORP.	AR	1111	316	WWTP/TOWN & CO S/C
DUV	41	2S	27E	H. A. LOGSDON & INA NELL LOGSDON	AR	7836	2213	10' EASE. - EGGLESTON HTS - LOT 22, BLK 16
DUV	9	2S	27E	HARRY & BEATRICE KULLEN	AR	2738	912	MCDONALDS L/S & FM
DUV	9	2S	27E	HARRY & BEATRICE KULLEN	AR	2757	1121	MCDONALDS L/S & FM
DUV	52	2S	27E	HENDRICK, FISHER & EDWARDS	AR	3358	603	CHARLESTON SQUARE FM
DUV	3	2S	27E	HOWARD R. & RUBY K. BOREE	AR	2612	855	ARL. HTS. S/D 2nd, SO. 10', LOT 10, BLK 15
DUV	52	2S	27E	IDS MORTGAGE DEVELOPMENT CORP.	AR	3608	817	THE OAKS, PHASE 1
DUV	52	2S	27E	JEROME ROTHSTEIN	AR	6472	2396	ARLINGTON PROF PARK
DUV	52	2S	27E	JEROME ROTHSTEIN	AR	6472	2393	ARLINGTON PROF PARK
DUV	52	2S	27E	KLECHAK & PELLICER	AR	8281	811	ARLINGTON PROF. PARK L/S
DUV	52	2S	27E	KLECHAK, KLEIN, KATIBAH & McCOLLUM	AR	6472	2399	ARLINGTON PROF PARK
DUV	52	2S	27E	KLECHAK, KLEIN, KATIBAH & McCOLLUM	AR	6473	1	ARLINGTON PROF PARK
DUV	52	2S	27E	KLECHAK, KLEIN, KATIBAH & McCOLLUM	AR	8281	814	ARLINGTON PROF. PARK L/S
DUV	49	2S	27E	L. HAYES TATE & JOHN D. CONNELLY	AR	6276	200	LONE STAR SHOP CTR
DUV	4	2S	27E	LAS PALMAS LTD	AR	5716	132	LAS PALMAS CONDOS
DUV	3	2S	27E	M.S. JACKSONVILLE ASSOCIATES-FLA PTSHP	AR	6371	1703	MERRILL SQUARE S/C
DUV	12	2S	27E	MERRILL RD. BAPTIST CHURCH	AR	6789	1325	MERRILL RD BPTST CHRCH
DUV	2	2S	27E	MERRILL STATION, LTD.	AR	6662	962	MERRILL RD. S/C
DUV	16	2S	27E	MONTEREY UTILITY COMPANY	AR	2356	126	ARCO RD - 60' EASE
DUV	52	2S	27E	MONTEREY UTILITY COMPANY PURCHASE	AR	M	696	WWTP/TOWN & CO S/C
DUV	52	2S	27E	MONTEREY UTILITY PURCHASE	AR	2392	267	WWTP/TOWN & CO S/C
DUV	52	2S	27E	MONTEREY UTILITY PURCHASE	AR	2356	128	WWTP/TOWN & CO S/C
DUV	52	2S	27E	MONTEREY UTILITY PURCHASE	AR	2356	126	WWTP/TOWN & CO S/C
DUV	38	2S	27E	NCNB OF FL. (FORCE MAIN)	AR	6459	630	WINDSOR OAKS, U-1
DUV	52	2S	27E	NORTH STREET PROPERTIES INC	AR	3350	226	BEKINS MOVING & STORAGE
DUV	38	2S	27E	RIO BEND INC	AR	7613	747	RIVER BEND L/S, FM
DUV	52	2S	27E	ROTHSTEIN & ROTHSTEIN	AR	8281	819	ARLINGTON PROF. PARK L/S
DUV	52	2S	27E	S.W. & D. VICTORIA STATION, INC.	AR			VICTORIA STATION



EXHIBIT "B1"  
(Easements)

DUV	49	2S	27E	SAMUEL E. & JULIENNE R. NEWBY	AR				Les CHATEAUX/BERT RD
DUV	54	1S	27E	SANDY SHORES DEVELOPMENT INC	AR	5986	814		SANDY SHORES S/D
DUV	41	2S	27E	SHAFFER CONSTRUCTION CO.	AR	7636	2216		BERT RD & BLACKARD
DUV	41	2S	27E	SHAFFER CONSTRUCTION CO.	AR	7636	2226		BLACKARD RD
DUV	41	2S	27E	STATE OF FLORIDA HRS	AR	8279	449		ARLINGTON X-WAY F.M. EASEMENT
DUV	11	2S	27E	STATE OF FLORIDA L.I.F.	AR	7193	1524		RIO ST. JOHNS-RIVER
DUV	2	2S	27E	TERRY LEE PETERSON	AR	5679	2075		ARLINGTON HILLS, U-9A
DUV	52	2S	27E	THE FORT GROUP INC.	AR	6623	1196		FORT HAMMOCK S/D
DUV	52	2S	27E	THOMAS L. KLECHAK ET AL.	AR	6473	331		ARLINGTON ACUTE CARE CTR
DUV	52	2S	27E	TOWN & COUNTRY SHOPPING CTR., INC.	AR	7711	308		SEWER MAIN & INGRESS/EGRESS EASE.
DUV	52	2S	27E	TOWN & COUNTRY SHOPPING CTR., INC.	AR	3503	58		TOWN & COUNTRY S/C
DUV	4	2S	27E	WENTWORTH PLACE GENERAL PARTNERSHIP	AR	8270	433		WENTWORTH PLACE S/D SEWER EASE.
DUV	4	2S	27E	WILLIAM R. & VESTA H. CESERY	AR	7610	2143		TALL PINE LN W-WM EASE
DUV	28	3S	26E	WILLIAM R. & VESTA H. CESERY	AR	7636	2179		1ST ADD'N-FLORAL BLUFF EST'S
DUV	18	2S	28E	ATLANTIC UTILITIES - MISC EASE.	AT	7428	1801		ATLANTIC UTILITIES
DUV	1	2S	27E	A. DARIUS DAVIS REVOCABLE TRUST	HO	7130	2341		LEXUS DEALERSHIP
DUV	7	2S	28E	BORSTEIN, MATOVINA & MARONDA HOMES	HO	9224	1943		CRESTVIEW S/D - WASTEWATER MAIN EASEMENT
DUV	7	2S	28E	BRIDGE POINT APARTMENTS LTD	HO	8161	847		BRIDGE POINT APTS
DUV	4	2S	28E	BRIDGE POINTE APTS II, LTD	HO	6318	993		BRIDGEPOINTE APTS
DUV	5	2S	28E	CALMARK COMMUNITIES INC.	HO	6218	26		ASHTON PARK CONDOS
DUV	5	2S	28E	CAROLINE COVE JOINT VENTURE	HO	6518	1802		FT CAROLINE COVE-U1
DUV	5	2S	28E	CITY OF JACKSONVILLE FLORIDA	HO	8416	86		DUNES PARK WATER MAIN EASEMENT
DUV	8	2S	28E	COUNTY COMMISSIONERS OF DUVAL COUNTY	HO	2908	64		CLOSE PART H O. RAVINE DR. (RETAIN EASE RIGHTS)
DUV	7	2S	28E	D.C.D. INDUSTRIES INC	HO	5876	1759		BROOKWOOD FOREST
DUV	7	2S	28E	D.C.D. INDUSTRIES INC	HO	5927	1095		BROOKWOOD FOREST
DUV	7	2S	28E	D.C.D. INDUSTRIES INC	HO	6562	1471		BROOKWOOD FOREST-U4 & L/S
DUV	1	2S	27E	DCD INDUSTRIES INC	HO	6089	451		BROOKWOOD FOREST
DUV	1	2S	27E	GRIFFIN SASSER	HO	8907	3787		RIVER COVE S/D
DUV	18	2S	28E	HANSON DEVELOPING CORPORATION	HO	6231	1178		DEERHOLLOW S/D
DUV	5	2S	28E	HOMES BEAUTIFUL CONSTRUCTION CO	HO	5203	1037		MONUMENT LAKES, U-1
DUV	5	2S	28E	HOMES BEAUTIFUL CONSTRUCTION CO	HO	4900	1170		MONUMENT LAKES-U1
DUV	5	2S	28E	HOMES BEAUTIFUL CONSTRUCTION CO	HO	5367	8		MONUMENT LAKES-U1
DUV	5	2S	28E	HOMES BEAUTIFUL CONSTRUCTION CO	HO				MONUMENT LAKES-U1
DUV	5	2S	28E	HOMES BEAUTIFUL CONSTRUCTION CO	HO				MONUMENT LAKES-U1
DUV	5	2S	28E	HUNTERS RUN DEVELOPERS GROUP INC	HO				MONUMENT LAKES-U1
DUV	1	2S	27E	JAMES O. & IVAN L. BUCK	HO	6195	1622		HUNTERS RUN S/D
DUV	1	2S	27E	MERRILL CROSSING CTR.	HO	6563	2183		W/S EASE-BUCK & BUCK
DUV	12	2S	27E	MERRILL HILLS JOINT VENTURE (PLAT.BOOK & PAGE)	HO	6903	60		WAL-MART S/C W&S EASE
DUV	5	2S	28E	MITCHELL R. MONTGOMERY	HO	49	76		MERRILL HILLS S/D
DUV	5	2S	28E	MONTGOMERY HOMES INC	HO	6394	1592		RIDGEFIELD S/D-U2
DUV	5	2S	28E	MONTGOMERY LAND CO.	HO	6169	984		RIDGEFIELD-UNIT ONE
DUV	8	2S	28E	MONUMENT GOLF COURSE, INC	HO	6565	1014		RIDGEFIELD UNIT III
DUV	7	2S	28E	MONUMENT POINT LTD	HO	7005	1203		MONUMENT GOLF COURSE
DUV	12	2S	27E	MONUMENT ROAD PARTNERSHIP	HO	5968	593		MONUMENT POINT S/C
DUV	5	2S	28E	MULTITECH CORPORATION	HO	9371	202		ATL. MINI STOR. - MILLCOE RD. SEPTIC TANK EASE
DUV	12	2S	27E	NATIONS BANK OF FLORIDA & GREG MATOVINA	HO	5899	330		DERRINGER OAKS S/D
DUV	1	2S	27E	NEW MILL COVE	HO	8276	469		MERRILL HILLS S/D SEWER EASE. TO PUBLIX
DUV	8	2S	28E	O.R.E.O. INC., A FLA CORPORATION	HO	6759	1321		NEW MILL COVE EAST L/S
DUV	8	2S	28E	O.R.E.O. INC., A FLA CORPORATION	HO	5986	807		FT. CAROLINE LAKES
DUV	8	2S	28E	O.R.E.O. INC., A FLA CORPORATION	HO	6208	1483		FT. CAROLINE LAKES
DUV	8	2S	28E	O.R.E.O. INC., A FLA CORPORATION	HO	6020	2011		FT. CAROLINE LAKES
DUV	8	2S	28E	O.R.E.O. INC., A FLA CORPORATION	HO	6108	1610		FT. CAROLINE LAKES
DUV	8	2S	28E	O.R.E.O. INC., A FLA CORPORATION	HO	6311	1765		FT. CAROLINE LKS, U-5
DUV	18	2S	28E	PRECISION FRAME & CARRIAGE WORKS	HO	7130	2344		LEXUS DEALERSHIP
DUV	7	2S	28E	REGENCY BAPTIST TEMPLE	HO	5807	582		BROOKWOOD FOREST

EXHIBIT "B1"  
(Easements)

DUV	7	2S	28E	REGENCY BAPTIST TEMPLE	HO	8371	200	10' W/S EASEMENT SO OT MONUMENT RD WTP
DUV	18	2S	28E	RUTH A. SCRUGGS	HO	7813	705	DUNKIN DONUTS FM
DUV	5	2S	28E	SCHMIDT DEVELOPMENT COMPANY	HO	6089	446	SAWMILL RIDGE S/D
DUV	5	2S	28E	SHADOWOOD COMMUNITY ASSOCIATION	HO	8371	204	BLANKET EASE WATER SYSTEM
DUV	5	2S	28E	SHADOWOOD COMMUNITY ASSOCIATION	HO	8371	204	BLANKET EASE WATER SYSTEM
DUV	6	2S	28E	STATE OF FLORIDA - BOARD OF TRUSTEES	HO			OAK POINT, UNIT 1
DUV	19	2S	28E	STEWART B. DOWLESS	HO			12" FM SANDY COVE L/S - JONES & MILL CREEKS
DUV	7	2S	28E	THE ADVANTAGES OF JAX INC	HO	6674	1888	BROOKVIEW TRAILER PK. L/S
DUV	5	2S	28E	TOWNHOUSES AT THE DUNES INC	HO	6393	274	ADVANTAGES APTS
DUV	4	2S	28E	WATSON, WILLIAM A, JR.	HO	5768	63	TOWNHOMES AT DUNES
DUV	14	3S	25E	A. J. JOHNS, INC.	HO	8279	463	CEDAR POINT CENTER WATER MAIN EASE
DUV	14	3S	25E	ALLIED TIRE SALES, INC.	JH	6831	2347	ENCHANTED PARK
DUV	11	3S	25E	B.S. PROPERTIES COMPANY, NO. 2	JH	7613	702	ALLIED TIRE STORE
DUV	11	3S	25E	COLONY MANOR SYSTEM PURCHASE	JH	5957	2003	LA VENTURA COMM PROP
DUV	13	3S	25E	COMET BLDRS & SQ. UTILTY, & DEV CO.	JH	2621	453	C. MANOR APTS/SCHOOL
DUV	11	3S	25E	DEVELOTECH CORP (PRICE BUILDERS)	JH	7613	743	SHANGRI-LA APTS.
DUV	11	3S	25E	FLA DEPT HEALTH & REHAB SERVICES	JH	6906	1436	MELISSA ESTATES-U 4
DUV	14	3S	25E	HART PLAZA INCORPORATED	JH	5587	2379	DHRS FACILITY-RICKER RD
DUV	11	3S	25E	HERCULES, INC	JH	5986	802	HART PLAZA OFFICES
DUV				HERMAN & MARGARET RADUE (NO DESCRIPTN)	JH	2194	351	N OAK HILL-2 L4041 EASE, 6" AC WM
DUV	11	3S	25E	HERMAN & MARGARET RADUE (NO DESCRIPTN)	JH	1261	508	?
DUV	13	3S	25E	HIDDEN MEADOWS INVESTORS LTD	JH	1809	362	?
DUV	13	3S	25E	HOWARD & DAVIE COMPANY	JH	5871	1568	INDIAN LAKES APTS
DUV				HOWARD & DAVIE COMPANY	JH	1548	268	OAK HILL 12C/22,23,25
DUV	13	3S	25E	HOWARD & DAVIE COMPANY	JH	1261	508	WESTWOOD SUBDIVISION
DUV	13	3S	25E	HUNTER, MRS. J. (EMILY)	JH	1826	111	OAK HILL 12-A/22,23
DUV	2	3S	25E	JACK L. & FREDERICKA WEBB	JH			
DUV	11	3S	25E	JACKSONVILLE FEDERAL SAVINGS BANK	JH	4907	1116	FLA PRIDE C/WASH EASE
DUV	2	3S	25E	JACKSONVILLE HEIGHTS BAPTIST CHURCH	JH	7057	1919	SOMERTON PLACE L/S
DUV	14	3S	25E	JAMES RICKEY WOOD	JH	8440	1429	CHATHAM SQUARE PHASE 1
DUV	11	3S	25E	JAX SUBURBAN UTIL. (TO SOUTHERN BELL)	JH	6518	1806	INDIAN PINES S/D
DUV	2	3S	25E	MELISSA ESTATES - P. J. P. S., INC	JH	7223	1844	GREEN FOREST WTP
DUV	11	3S	25E	MONTGOMERY HOMES INC	JH	6020	1999	MELISSA ESTATES S/D
DUV	11	3S	25E	OLAN MILLS, INC. OF TENNESSEE	JH	6414	1038	HUNTERS LAKE S/D
DUV	11	3S	25E	PJPS INC, JAX APPLIANCE, MICHAEL PRICE	JH	5957	2006	LA VENTURA COMM PROP
DUV	14	3S	25E	RAY E. & EVA C. NORTON	JH	8443	348	MELISSA ESTATES-U3
DUV	14	3S	25E	RICKER ROAD ASSOCIATES LTD	JH	7836	2204	C. MANOR APTS/SCHOOL
DUV	7	3S	26E	S.S.K.I.B. CORP.	JH	5996	1807	OAK HILL VILLAGE S/C
DUV	14	3S	27E	SALMON BADER & CHARLES GIRAGOSIAN	JH	6952	358	PIC' N SAVE-103RD&BLINDNG
DUV	26	3S	25E	SHOPPING CENTER DEVELOPERS OF FLA INC	JH			BURGER KING-FIRESTONE RD
DUV	2	3S	25E	SOUTHERN LAND & DEVELOPMENT GROUP	JH	6182	89	103RD ST STRIP CTR
DUV	27	2S	27E	SUN BAY ASSOC. JOINT VENTURE	JH	6459	634	GREGORY DR & RICKER RD
DUV	14	3S	25E	TAB BUILDERS INC	JH	8625	1143	SUNBAY OFFICE PARK
DUV	14	3S	25E	THE BOARD OF PUBLIC INSTRUCTION	JH	3698	502	ENCHANTED PARK S/D
DUV	14	3S	25E	THE PEARCE-UIBLE CO	JH	2458	1017	FOREST HIGH SCHOOL
DUV	13	3S	25E	THE TIMBERS ASSOCIATES LTD	JH	2258	402	TINTERN WOODS EASE'S
DUV	14	3S	25E	TREE TOP ASSOC., LTD	JH	6406	2226	THE TIMBERS APTS
DUV	14	3S	25E	TREE TOP ASSOCIATES, LTD	JH	7613	754	TREE TOP EST.-P-2,U-3
DUV	14	3S	25E	TREE TOP ASSOCIATES, LTD	JH	5506	949	TREE TOP EST-P 1,U 3 W
DUV	14	3S	25E	TREE TOP ASSOCIATES, LTD	JH	6742	25	TREE TOP EST-U-3 P-2A
DUV	14	3S	25E	TREE TOP ASSOCIATES, LTD	JH	8406	2219	TREE TOP EST-P 2, U 4
DUV	14	3S	25E	TREETOP ASSOCIATES LTD	JH	6400	1009	TREE TOP EST-P 2, U 4
DUV	14	3S	25E	TREETOP ASSOCIATES LTD	JH	8048	2342	TREETOP PHASE 1,U-2
DUV	11	3S	25E	WESTCHASE DEVELOPERS INC.	JH	7613	679	TREETOP ESTs U-2/P-2
					JH	5775	1826	WESTCHASE APTS

EXHIBIT "B1"  
(Easements)

DUV	11	3S	25E	WESTGATE, LTD.	JH	5280	1115	LA VENTURA DR E
DUV	11	3S	25E	WESTSIDE JUNCTION LTD.	JH	7813	684	WINN DIXIE STORE
DUV	13	3S	25E	WINDY PINES APARTMENTS, LTD	JH	6977	490	WINDY PINES APTS
DUV	39	1S	26E	EDGEWOOD SQUARE, INC.	MG	6390	703	EDGEWOOD SQUARE S/C
STJ	20	6S	30E	BEACH HARBOUR LTD.	PD	799	942	BEACH WALK/KINGSTON
STJ	18	6S	30E	BEACHSIDE AT SOUTH PONTE VEDRA, INC.	PD	1478	1338	BEACHSIDE S/D
STJ	20	6S	30E	FLORIDA POWER & LIGHT CO (FROM JSUC)	PD	1210	935	5' EASE - NORTH PROP LINE OF PLANT SITE
STJ	19	6S	30E	GOODWIN BEACH PARTNERSHIP	PD	731	1945	GOODWIN BEACH
STJ	19	6S	30E	DDI, Inc.	PD	1419	1897	Grant, Modification and Release of Ease. Bk 731, 1945
STJ	20	6S	30E	SOUTH ATLANTIC BUILDERS	PD	827	1277	TIDE'S EDGE EASEMENTS
STJ	20	6S	30E	SOUTH BEACH SUBDIVISION (MAP BOOK)	PD	33	45/49	PLATTED 20' UTILITY EASEMENT BETWEEN LOTS 35 & 36
STJ	18	6S	30E	SUMMERHOMES, INC.	PD	1108	1038	TURTLE SHORES WEST, UNIT ONE
STJ	18	6S	30E	SUMMERHOMES, INC.	PD			TURTLE SHORES
STJ	43	3S	29E	ANDROC, INC. / SCHULTZ PROP, INC.	PV	1181	1418	PONTE VEDRA BY THE SEA - UNIT ONE
STJ	22	3S	29E	EDWARD W. McCURRY, JR.	PV	733	271	ST. JOHNS SEAVIEW PARK
STJ	27	3S	29E	EPOCH PROPERTIES, ***	PV	****		PV BLVD @ A1A
STJ	44	3S	29E	FIDDLERS MARSH / L'ATRIUM HOMEOWNERS ASSOC.	PV	856	736	L'ATRIUM, U-4, PHASE " C"
STJ	43	3S	29E	FLETCHER COMMUNITIES, INC.	PV	682	1232	ING'S UTIL EASE- INNLET PV
STJ	27	3S	29E	GATE LAND CO. (PVU 15 UTILITY EASE)	PV	656	37	CORONA ROAD
STJ				GATE LAND COMPANY	PV	761	1660	BLANKET EASE - GATE STA ON A1A
STJ	39	6S	27E	Goodman Trust	PV	1474	111	Ingress/Egress to 50' X 50' Ltr station parcel
STJ	39	5	27E	Hepp Properties, LTD.	PV	1474	115	Utility Improvements Easement
STJ	27	3S	29E	HUTTON CONAM REALTY INVESTORS 2 LTD.	PV	655	2241	PV BEACH VILL. US (SAND CASTLE)
STJ				HUTTON CONAM REALTY INVESTORS 3 LTD.	PV	689	1413	PONTE VEDRA BEACH VILLAGE
STJ	43	3S	29E	JAX SUBURBAN UTIL. (TO ST. JOHNS COUNTY)	PV	1112	13	DRAINAGE DITCH AT WTP
STJ	43	3S	29E	LAS MIRANDAS MARSHSIDE	PV	654	1693	LAS MIRANDAS
STJ				L'ATRIUM, LTD.	PV	682	82	L'ATRIUM - U-1 & U-2
STJ				M.B.B. LTD.	PV	796	1513	POINTE AT PONTE VEDRA
STJ	27	3S	29E	PONTE VEDRA BEACH VILLAGE JOINT VENTURE II	PV			PVB VILLAGE, P-2
STJ	43	3S	29E	PONTE VEDRA BY THE SEA JOINT VENTURE	PV	1388	1460	BLANKET EASE OVER PRIVATE ROADS - PONTE VEDRA BY THE SEA - U 3
STJ	27	3S	29E	PONTE VEDRA BY THE SEA	PV	1583	583	30' INGRESS/EGRESS
STJ				MICHAEL ADAMS CONSTRUCTION, INC.				20' INGRESS/EGRESS
STJ				SOUTH HAMPTON DEVELOPERS, LTD.				INGRESS/EGRESS & RIGHT TO MAINTAIN EQUIPMENT
STJ				PONTE VEDRA EAST, LLC				20' STRIP & INGRESS/EGRESS
STJ	16	3S	29E	PONTE VEDRA COMMERCIAL PROPERTIES	PV	1111	327	ING /EGRESS EASE #2 - SHOP. @ P. VEDRA S/C
STJ	16	3S	29E	PONTE VEDRA COMMERCIAL PROPERTIES	PV	1111	329	W M EASE #2 - SHOPPES AT P. VEDRA S/C
STJ	16	3S	29E	PONTE VEDRA COMMERCIAL PROPERTIES	PV	1111	324	W M EASE #1 - SHOPPES AT P. VEDRA S/C
STJ	16	3S	29E	PONTE VEDRA COMMERCIAL PROPERTIES	PV	1023	1037	SHOPPES AT P. VEDRA & WWTP
STJ	16	3S	29E	PONTE VEDRA COMMERCIAL PROPERTIES	PV	1111	331	ING /EGRESS EASE #1 - SHOP. @ P. VEDRA S/C
STJ				PONTE VEDRA CORP. TO PONTE VEDRA UTIL.	PV	964	1255	GRANT OF EASEMENTS
STJ				PONTE VEDRA CORPORATION	PV	964	1281	PARCEL 63 (10-5)
STJ				PONTE VEDRA CORPORATION	PV	964	1282	PARCEL 66 (10-7)
STJ				PONTE VEDRA CORPORATION	PV	964	1282	PARCEL 67 (11-1)
STJ				PONTE VEDRA CORPORATION	PV	964	1281	PARCEL 64 (10-6)
STJ				PONTE VEDRA CORPORATION	PV	964	1286	PARCEL 73 (12-6)
STJ				PONTE VEDRA CORPORATION	PV	964	1260	PARCEL 2 (11-3)
STJ				PONTE VEDRA CORPORATION	PV	964	1268	PARCEL 12 (12-7)
STJ				PONTE VEDRA CORPORATION	PV	964	1265	PARCEL 8 (13-1)
STJ				PONTE VEDRA CORPORATION	PV	964	1269	PARCEL 20 (8-3)
STJ				PONTE VEDRA CORPORATION	PV	964	1279	PARCEL 61 (10-3)
STJ				PONTE VEDRA CORPORATION	PV	964	1280	PARCEL 62 (10-4)
STJ				PONTE VEDRA CORPORATION	PV	1189	1461	PONTE VEDRA S/D - LOT 12, BLK. 63
STJ				PONTE VEDRA CORPORATION	PV	964	1278	PARCEL 59 (9-3)
STJ				PONTE VEDRA CORPORATION	PV	964	1264	PARCEL 7 (12-4)

EXHIBIT "B1"  
(Easements)

STJ	27 3S	29E	PONTE VEDRA CORPORATION	PV	628	476	LADY STAR BY THE SEA CHURCH
STJ			PONTE VEDRA CORPORATION	PV	815	9	UNKNOWN
STJ			PONTE VEDRA CORPORATION	PV	964	1283	PARCEL 68 (11-2)
STJ			PONTE VEDRA CORPORATION	PV	964	1285	PARCEL 71 (12-5)
STJ			PONTE VEDRA CORPORATION	PV	964	1270	PARCEL 23 (8-6)
STJ			PONTE VEDRA CORPORATION	PV	964	1262	PARCEL 5 (12-2)
STJ			PONTE VEDRA CORPORATION	PV	964	1278	PARCEL 58 (9-2)
STJ			PONTE VEDRA CORPORATION	PV	964	1272	PARCEL 43 (7-1)
STJ			PONTE VEDRA CORPORATION	PV	964	1278	PARCEL 49 (7-6)
STJ			PONTE VEDRA CORPORATION	PV	964	1275	PARCEL 47 (7-5)
STJ			PONTE VEDRA CORPORATION	PV	964	1262	PARCEL 4 (11-4)
STJ			PONTE VEDRA CORPORATION	PV	964	1255	MANY MISC. PARCELS
STJ			PONTE VEDRA CORPORATION	PV	964	1264	PARCEL 26(12-3)
STJ			PONTE VEDRA CORPORATION	PV	964	1277	PARCEL 57 (8-1)
STJ			PONTE VEDRA CORPORATION	PV	964	1276	PARCEL 54 (8-7)
STJ	27 3S	29E	PONTE VEDRA CORPORATION	PV	964	1277	PARCEL 55 (8-8)
STJ			PONTE VEDRA CORPORATION	PV	884	881	PV S/D R/P, LOT 3, BLK 1
STJ			PONTE VEDRA CORPORATION	PV	964	1267	PARCEL 11 (15-2)
STJ			PONTE VEDRA CORPORATION	PV	964	1269	PARCEL 21 (8-4)
STJ			PONTE VEDRA CORPORATION	PV	964	1270	PARCEL 22 (8-5)
STJ			PONTE VEDRA CORPORATION	PV	964	1261	PARCEL 1 (7-7)
STJ			PONTE VEDRA CORPORATION	PV	964	1271	PARCEL 25 (15-1)
STJ			PONTE VEDRA CORPORATION	PV	815	6	CORONA RD /LEMASTER RD EASE
STJ	27 3S	29E	PONTE VEDRA LAND ASSOC. IX, X	PV	774	1908	GATE STA. W MAIN EASEMENT
STJ	16 3S	29E	PONTE VEDRA UTILITIES CO. ***	PV	742	1840	PV RETREAT II & III
STJ			PONTE VEDRA UTILITIES COMPANY	PV			DE LEON SHORES
STJ	21 3S	29E	PV.COMMERCIAL PROPERTIES, INC.	PV	1023	1022	ASSIGNMENT OF MISC. EASEMENTS
STJ	44 3S	29E	SCHIMDT DEVEL CORP/FIRST PIONEER CORP	PV	1388	1457	15 00 FOOT FORCE MAIN EASEMENT - SO. PROP. LINE @ SHOPPES AT PV
STJ	44 3S	29E	SCHIMDT DEVEL CORP/FIRST PIONEER CORP	PV	810	899	SEAWALK S/D
STJ	43 3S	29E	SILVA CORP. DB/A P.V. PLACE ***	PV	701	1030	SEAWALK S/D
STJ	15 3S	29E	ST. JOHN'S COUNTY ***	PV			PONTE VEDRA PLACE
STJ	27 3S	29E	THE COLONY AT PONTE VEDRA, INC.	PV			PV BLVD @ MIRANDA
STJ			THE DIOCESE OF ST. AUGUSTINE (LADY STAR CHURCH)	PV	1111	320	BLANKET EASE PHASE 2 - THE COLONY @ P.V.
STJ	16 3S	29E	THE PROFESSIONAL CENTER, INC.	PV	1096	1376	13/14, BLK.33A P.V. (BK. 11/P.G 83)
STJ	43 3S	29E	TRECO COMMUNITIES, INC. ***	PV	1234	594	20' GRAVITY WASTEWATER MAIN EASEMENT
STJ				PV			PONTE VEDRA BLVD
DUV	56 3S	27E	A.T. & T. CSO	PV	722	566	LAND ADJACENT-CORONA RD W/P
DUV	26 3S	27E	ALDERMAN PARK, INC.	RL	722	563	OFF-SITE WELL - CORONA RD
DUV	56 3S	27E	ALLIED SIGNAL, INC.	RL	7636	2171	A T & T- BAYPINE RD
DUV	56 3S	27E	ALLIED SIGNAL, INC.	RL	7836	2176	SAN CLERC & I-95
DUV	23 3S	27E	AMOCO OIL CO / STOKES & CO / SUC	RL	7613	722	AT&T SEWER LINE EASE
DUV	55 3S	27E	BARNETT BANKS, INC.	RL	7813	718	AT&T WATER LINE EASE
DUV	55 3S	27E	BARNETT BANKS, INC.	RL	7091	2162	EASEMENT AMENDMENT
DUV	1 4S	27E	BARNETT BANKS, INC.	RL	6598	322	FREEDOM COMMERCE CTR
DUV	1 4S	27E	BARNETT BANKS, INC.	RL	6617	1798	FREEDOM COMMERCE CTR
DUV	1 4S	27E	BARNETT BANKS, INC.	RL	6684	878	BARNETT CAMPUS - W & FM EASE.
DUV	1 4S	27E	BARNETT BANKS, INC.	RL	6684	883	BARNETT CAMPUS - UTILITY EASE.
DUV	25 3S	27E	BAY CLUB JOINT VENTURE	RL	8758	1026	BARNETT CAMPUS - BLANKET EASE (90+- ACRES)
DUV	56 3S	27E	BAYMEADOWS CENTER, INC.	RL	8977	502	BAYCLUB APARTMENTS
DUV	26 3S	27E	BAYMEADOWS COMMONS, LTD.	RL	3584	116	DEERWOOD PARK
DUV	23 3S	27E	BAYMEADOWS PLANTATION PARTNERS, LTD.	RL	7045	21	BAYMEADOWS COMMONS S/C
DUV	56 3S	27E	BAYMEADOWS PROPERTIES	RL	6774	882	PLANTATION @ BAYMEADOWS
				RL	6020	2013	VILLAGE GREEN 2B/2C



EXHIBIT "B1"  
(Easements)

DUV	56	3S	27E	BAYMEADOWS PROPERTIES LTD.	RL	5734	246	LOS LAGOS CONDO'S
DUV	56	3S	27E	BAYMEADOWS PROPERTIES LTD.	RL	5814	1003	VILLAGE GREEN CONDOS
DUV	14	3S	27E	BAYMEADOWS PROPERTIES, LTD.	RL	6518	1812	LAUREL OAKS S/D
DUV	56	3S	27E	BAYMEADOWS VILLAGE CENTER LTD.	RL	5846	1561	BAYMEADOWS VILLAGE CTR
DUV	12	4S	27E	BAYWOOD ESTATES	RL	6251	1264	BLANKET EASEMENT FOR MHP
DUV	7	4S	28E	BAYWOOD ESTATES, INC.	RL	6598	2277	BLANKET EASEMENT - BAYWOOD MHP
DUV	25	3S	27E	BELLE RIVE VILLAS DEVELOPERS INC.	RL	6753	1083	BELLE RIVE VILLAS
DUV	1	4S	27E	CBL & ASSOCIATES INC.	RL	6977	519	AVENUES W/S, U/S EASE
DUV	24	3S	27E	CITY OF JACKSONVILLE	RL	8325	1408	ABAND PT. EASE. SEE PDN FILE 83006, REC. 5859/1760
DUV	36	3S	27E	COL. LEVENTHON & MARCHI	RL	8069	2268	LAKESIDE APTS L/S
DUV	12	4S	27E	CONRAD HAWKINS	RL	7397	15	C. HAWKINS CHEVROLET
DUV	26	3S	27E	GSL WESTERN WAY ASSOCIATES	RL	7005	1189	WESTERN WAY WAREHOUSES
DUV	53	3S	27E	CS WESTERN WAY ASSOCIATES	RL	8371	212	EXCHANGE SOUTH - PHASE 2
DUV	56	3S	27E	CYPRESS GREEN GENERAL PARTNERSHIP	RL	8780	1455	CYPRESS GREEN OFF PK
DUV	56	3S	27E	CYPRESS POINT ASSOCIATES INC.	RL	5970	271	CYPRESS PT OFFICE BLDG
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5484	535	DEERWOOD PARK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5133	354	DEERWOOD PARK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	3943	342	DEERWOOD PARK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5352	1435	DEERWOOD PARK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5665	1746	DEERWOOD OFFICE PARK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5584	1327	DEERWOOD PARK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5746	308	DEERWOOD CTR OFF PK
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5868	743	BAYMEADOWS MAIN EXT
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5868	743	TEXACO/B'MEADOWS/US1
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5219	755	BAYMEADOWS RD & WAY
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5584	1327	DEERWOOD CENTER
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	5584	118	DEERWOOD CENTER
DUV	56	3S	27E	DEERWOOD CENTER INC.	RL	3949	342	DEERWOOD VILLAGE
DUV	56	3S	27E	DEERWOOD CENTER, INC.	RL	4302	332	DEERWOOD OFFICE PARK
DUV	56	3S	27E	DEERWOOD CENTER, INC.	RL	2530	407	EASE. FOR OUTFALL MAIN
DUV	25	3S	27E	DOROTHY SKINNER WILLIAMS, ET AL.	RL	2913	969	BAYMEADOWS G.C. L/S
DUV	26	3S	27E	E. STARKEY, W. HARVEY & BAYMEADOWS DEV. CORP.	RL	2913	969	FLETCHER APTS.
DUV	56	3S	27E	E.W. STARKEY & W.L. HARVEY	RL	5219	752	BAYMEADOWS RD 20' EASE
DUV	56	3S	27E	EDWARD W. STARKEY	RL	3320	958	I-95 & BYMDWS RD
DUV	56	3S	27E	EDWARD, DORA HARVEY/WALTER BETTY HARVEY	RL	5265	531	PINEWOOD VILLAGE APTS.
DUV	24	3S	27E	EPOCH PROPERTIES, W & S EASEMENT	RL	5808	1878	CREEKSIDE OAKS
DUV	24	3S	27E	EPOCH PROPERTIES INC.	RL	6094	1729	SHADOWOOD VILL APTS
DUV	24	3S	27E	EPOCH PROPERTIES INC.	RL	5720	688	CREEKSIDE OAKS APTS
DUV	24	3S	27E	EPOCH PROPERTIES INC.	RL	6903	71	SOUTH PARK
DUV	53	3S	27E	EXCHANGE SOUTH ASSOCIATES	RL	5606	1072	FIELDCREST APARTMENTS
DUV	24	3S	27E	FIELDCREST APARTMENTS LTD.	RL	4454	48	COMMERCE CENTER BLANKET EASE.
DUV	56	3S	27E	FILTERITE CORPORATION	RL	5986	810	SANDPIPER APARTMENTS
DUV	26	3S	27E	FIRST JAX APARTMENTS JOINT VENTURE	RL	6161	843	PRINCETON MEADOWS APTS
DUV	26	3S	27E	FLA PRINCETON MEADOWS 2 ASSOC LTD	RL	4494	680	20' EASE/BAYMEADOWS RD-BURGER KING
DUV	56	3S	27E	FLORIDA 1ST NATIONAL BANK OF JAX	RL	4494	680	20' EASE/BAYMEADOWS RD-BURGER KING
DUV	56	3S	27E	FLORIDA 1ST NATL BANK OF JAX	RL	6986	2259	ROYAL LAKES OUTFALL
DUV				FRANK S. & THOMAS R. McGEHEE	RL	6598	22	FREEDOM COMMERCE CENTRE
DUV	50	4S	27E	FREEDOM SAVINGS & LN/DOVE GRP (COOP ONLY)	RL	6514	1859	FREEDOM COMMERCE CTR
DUV	58	3S	27E	FREEDOM COMMERCE CENTRE VENTURE	RL	6569	1318	FREEDOM COMMERCE CTR
DUV	59	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6569	1321	FREEDOM COMMERCE CTR
DUV	27	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6657	159	FREEDOM COMMERCE CTR
DUV	50	4S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6384	724	FREEDOM COMMERCE CTR
DUV	59	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6857	159	FREEDOM COMMERCE CTR
DUV	51	4S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6648	361	FREEDOM COMMERCE CTR
DUV	56	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL			

EXHIBIT "B1"  
(Easements)

DUV	57	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6569	1318	FREEDOM COMMERCE CTR
DUV	2	4S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6887	159	FREEDOM COMMERCE CTR
DUV	59	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6569	1324	FREEDOM COMMERCE CTR
DUV	60	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6384	724	FREEDOM COMMERCE CTR
DUV	56	3S	27E	FREEDOM SAVINGS/DOVE GROUP	RL	6569	1321	FREEDOM COMMERCE CTR
DUV	7	4S	28E	GENERAL WATERWORKS CORP ( TO JAX SUB)	RL	7565	1187	BLANKET EASEMENT - BAYWOOD MHP
DUV	7	4S	28E	GENERAL WATERWORKS CORP. ( TO JAX SUB)	RL	7121	1398	1.279 ACRE TRACT AT BAYWOOD MHP
DUV	7	4S	28E	GENERAL WATERWORKS CORP.	RL	7565	1187	BAYWOOD MHP BLANKET EASE.
DUV	56	3S	27E	GERALD DAKE ASSOCIATES	RL	6032	1944	TREETOP AT DEERWOOD
DUV	1	4S	27E	GRAN CENTRAL CORPORATION	RL	6696	2347	EASE. FOR DEER COVE S/D - WATER AND SEWER
DUV	12	3S	27E	GRAN CENTRAL CORPORATION	RL	7815	780	GRAN PARK @ THE AVENUES
DUV	1	4S	27E	GRAN CENTRAL CORPORATION	RL	6520	1088	GRAN PARK @ THE AVENUES - BLDG. 600
DUV	1	4S	27E	GRAN CENTRAL CORPORATION	RL	6520	1065	GRAN PARK @ THE AVENUES - BLDG. 600
DUV	7	4S	28E	GREENLAND DEVELOPMENT CORP.	RL	6696	2276	BAYWOOD MOBILE HOME PK
DUV	7	4S	28E	GREENLAND DEVELOPMENT CORP.	RL	6696	2275	CONVEYANCE OF EASE. VOL 6254-PG 1264
DUV	26	3S	27E	GREENTREE PLACE APARTMENTS LTD	RL	6231	1173	GREENTREE APARTMENTS
DUV	25	3S	27E	HALL PROPERTIES	RL	6226	869	WINN DIXIE MARKET
DUV	24	3S	27E	HILLWOOD APARTMENTS OF JAX LTD	RL	6787	1206	HILLWOOD APARTMENTS
DUV	5	2S	28E	HOSPITALITY INN ASSOC FLA GEN PARTNER	RL	6146	2347	RESIDENCE INN MOTEL
DUV	56	3S	27E	JAFFA PROPERTIES, INC.	RL	3302	376	BAYMEADOWS ROWESTERN WAY
DUV	56	3S	27E	JAX LIQUORS INC.	RL	6218	1006	BAYMEADOWS ROAD
DUV	56	3S	27E	JAX MOTEL LIMITED PARTNERSHIP	RL	6393	1744	BRADBURY SUITES HOTEL
DUV	56	3S	27E	KINDER CARE LEARNING CENTER INC	RL	6494	161	BAYMEADOWS WAY EASE
DUV	12	4s	27E	KINGS CROWN FORD, INC.	RL	7638	2187	KINGS CROWN FORD
DUV	59	3S	27E	KOGER PROPERTIES, INC.	RL	6988	377	FREEDOM COMMERCE TRAIL
DUV	35	3S	27E	LAKE PT. JOINT VENTURE	RL	6506	945	LAKEPOINTE OFFICE PK, PHASE 2
DUV	26	3S	27E	LAKEPOINTE JOINT VENTURE	RL	6276	1196	LAKEPOINTE OFFICE PK
DUV	36	3S	27E	LAKESIDE APARTMENTS INC	RL	6075	281	LAKESIDE APTS
DUV	24	3S	27E	LEE EVERHART, JACK DEMETREE, ET AL	RL	6644	232	S/S BLVD SERV ROAD
DUV	25	3S	27E	LIBERTY LIFE INSURANCE CO	RL	6871	1564	ASHBYS B'MEADOWS S/C
DUV	56	3S	27E	LOS LAGOS CONDOMINIUMS INC	RL	6520	1067	BAYMEADOWS G.C. L/S
DUV	56	3S	27E	METRO CORP CENTERS INC	RL	6034	783	METROCORP OFFICE PARK
DUV	56	3S	27E	NORTHEAST CENTER INC	RL	4860	680	DIX ELLIS TR L/S
DUV	24	3S	27E	PDN, A FLA GENERAL PARTNERSHIP	RL	5859	1760	FAWN RIDGE S/D
DUV	26	3S	27E	PRESTON H. HASKELL, III	RL	3660	1174	WESTERN WAY
DUV	26	3S	27E	PRESTON H. HASKELL, III / AMERICAN BANK	RL	3311	622	RL WWTP TO WESTERN WY
DUV	26	3S	27E	PRINCETON SQUARE INC	RL	5887	1759	PRINCETON SQ DEVEL
DUV	26	3S	27E	PRINCETON SQUARE INC	RL	5887	1752	PRINCETON SQ DEVEL
DUV	25	3S	27E	R. WALKER CONST. INC. BASE RELEASED TO METRO TITLE CO	RL	6907	798	
DUV	26	3S	27E	R.C. DIX ENT., INC. & T.G. ELLIS, JR.	RL	5581	148	DIX ELLIS TRAIL
DUV	56	3S	27E	RANDALL C. DIX	RL	6359	170	DIX ELLIS TRAIL
DUV	56	3S	27E	RANDALL C. DIX	RL	6369	177	DIX ELLIS TRAIL
DUV	25	3S	27E	RICHARD WALKER CONSTRUCTION INC	RL	6907	798	BELLE RIVE S/D
DUV	26	3S	27E	ROUSE & ASSOC. WESTLAND LTD. PARTNERSHIP	RL	6422	982	FIAT BLDG-WESTERN WAY
DUV	26	3S	27E	ROYAL LAKES, INC.	RL	7128	546	FIAT MOTERS PARCEL - NO. 25' FOR UTIL. & DRAIN.
DUV	56	3S	27E	SHELL OIL COMPANY	RL	5431	329	BAYMEADOWS BUSINESS PK
DUV	56	3S	27E	SHELL OIL COMPANY	RL	5431	329	BAYMEADOWS BUSINESS PK
DUV	56	3S	27E	SHELL OIL COMPANY	RL	5510	903	BAYMEADOWS BUSINESS PK
DUV	56	3S	27E	SHELL OIL COMPANY	RL	5510	895	BAYMEADOWS BUSINESS PK
DUV	56	3S	27E	SHELL OIL COMPANY	RL	5431	325	BAYMEADOWS BUSINESS PK
DUV	56	3S	27E	SHELL OIL COMPANY	RL	7813	688	BAYMEADOWS BUSINESS PK
DUV	56	3S	27E	SHELL OIL COMPANY	RL	5510	895	SHELL OFFICE PARK
DUV	56	3S	27E	SHONEY'S CORPORATION	RL	7813	708	SHONEY'S RESTAURANT
DUV	1	4S	27E	SHOPPES OF THE AVENUES (PLAT BOOK)	RL	48	75A	COGGIN-O'STEEN

**EXHIBIT "B1"**  
**(Easements)**

DUV	56	3S	27E	SKYLIGHT INN JACKSONVILLE	RL	5950	729	TRAVELODGE INN
DUV	56	3S	27E	SKYLIGHT INN JACKSONVILLE	RL	8161	860	TRAVELODGE INN
DUV	56	3S	27E	SOUTHEAST LODGES INC	RL	8520	1059	SUBURBAN LODGE HOTEL
DUV	56	3S	27E	SOUTHERN IND. CORP	RL			BURGER KING-BAYMEADOWS
DUV	56	3S	27E	STATE FARM INSURANCE CO	RL	7636	2198	DEERWOOD OFFICE PARK
DUV	25	3S	27E	STATE OF FLORIDA DEPT OF TRANSPORTATION	RL	8049	1490	SUBORD OF UTIL EASE/BAYMEADOWS RD
DUV	12	4S	27E	STATE OF FLORIDA DEPT OF TRANSPORTATION	RU	8113	1780	SUBORD OF UTIL EASE BAYWOOD MHP
DUV	56	3S	27E	STOCKTON, WHATLEY & DAVIN CO	RL	3584	122	DEERWOOD PARK
DUV	56	3S	27E	STOCKTON, WHATLEY & DAVIN CO	RL	3422	39	BAYMEADOWS ROAD
DUV	25	3S	27E	STOCKTON, WHATLEY & DAVIN INC	RL	3817	441	DEERWOOD VILLAGE CTR
DUV	56	3S	27E	STOKES & COMPANY	RL	6584	2013	CYPRESS GREEN O/P, P-2
DUV	23	3S	27E	STOKES AND COMPANY	RL	5876	1750	BAYMEADOWS PL S/C
DUV	56	3S	27E	STOKES AND COMPANY	RL	5927	1099	CYPRESS GREEN DR
DUV	23	3S	27E	STOKES AND COMPANY ***	RL			DEERBROOK APTS
DUV	23	3S	27E	STOKES/O'STEEN COMMUNITIES INC	RL	6234	2164	LAS CASAS AT BAYMEADOWS
DUV	25	3S	27E	SWD, SNYDER, & BAPTIST CHURCH	RL	5297	728	BAYMEADOWS BYPASS WM
DUV	56	3S	27E	T.R. & F.S. MCGEEHEE REALTY	RL	6635	615	MAC PAPER/MCKESSON BDG
DUV	56	3S	27E	T.R. & F.S. MCGEEHEE REALTY	RL	6635	519	MAC PAPER/MCKESSON BDG
DUV	24	3S	27E	THE AMERICAN LUTHERAN CHURCH	RL	5650	1891	S/S BLVD SERV ROAD
DUV	56	3S	27E	THE BENDIX CORPORATION	RL	5429	916	BENDIX ENGINE PROD BDG
DUV	56	3S	27E	THE KOGER COMPANY	RL	6765	2147	HAMILTON BLDG
DUV	59	3S	27E	THE KOGER COMPANY ***	RL			PULLER BLDG
DUV	26	3S	27E	THE LAKES ASSOCIATION, INC.	RL	7112	1924	THE LAKES CONDOS
DUV	56	3S	27E	THREE JACKS ASSOCIATES ***	RL			ARBYS RESTAURANT
DUV	56	3S	27E	TWIN TOWERS ASSOCIATES LTD	RL	5943	1728	REFLECTIONS OFFICE BLDG.
DUV	25	3S	27E	UNITED WATER FLORIDA INC TO FLORIDA DEPT OF TRANS	RL	8016	1236	SUBORDINATION OF UTILITY EASE TO FDOT AT THE LAKES CONDO'S - S/SIDE BLVD (1500 SF)
DUV	25	3S	27E	UNITED WATER FLORIDA INC TO FLORIDA DEPT OF TRANS	RL	8016	1233	SUBORDINATION OF UTILITY EASE TO FDOT AT THE LAKES CONDO'S - S/SIDE BLVD (12019 SF)
DUV				UNKNOWN (REC INFO FROM FDOT PLAN)	RL	8598	831	25' EASE. PHILLIPS HWY. AT BAYMEADOWS RD
DUV	56	3S	27E	WALTER L. HARVEY / S. & H. RANCH	RL	5255	1113	BMEADOWS RD/TEXACO
DUV	46	3S	27E	A.R. CHAMBERS & THOMAS D. KENNARD	SJ	6930	172	ROYAL LAKES OUTFALL
DUV	20	3S	27E	BOS BEAUCLERC, INC	SJ	5956	179	VILLAGES OF SAN JOSE
DUV	20	3S	27E	BOS BEAUCLERC, INC	SJ	5968	603	VILLAGES OF SJ-3
DUV	20	3S	27E	BOS BEAUCLERC, INC	SJ	5968	599	VILLAGES OF SJ-2
DUV	20	3S	27E	BOSMAC JOINT VENTURE	SJ	6319	796	VILL SAN JOSE/CALESA
DUV	20	3S	27E	BOSMAC JOINT VENTURE	SJ	6394	1590	VILL SAN JOSE-U4
DUV	56	3S	27E	CENPO LTD, A FLORIDA PARTNERSHIP	SJ	7836	2185	15' EASE. CENTURY/PIZZA/DELEON
DUV	42	3S	27E	CHARLES J. & MARIAN FRANSON	SJ	6525	1930	CHRISTIANA FOREST (SJB)
DUV	43	3S	27E	CHARLES W. & AUDREY B. ARNOLD	SJ	7813	748	LaVERNE CT S/D-1
DUV	43	3S	27E	CHRISTOPHER POINT COMPANY	SJ	1189	306	SJ S/D-SECT'S A Thru I
DUV	46	3S	27E	CHURCHILL PARK, INC	SJ	6619	2252	CHURCHILL OFFICE PARK
DUV	21	3S	27E	COCKLEY, H. L. (Agent for Ray, Green, Cockley, Casey, Nickolston)	SJ	2444	1065	BLANKET EASEMENT FOR OLD PINE LANE
DUV	56	3S	27E	DUPONT ASSOCIATES LIMITED PARTNERSHIP	SJ	6459	638	DUPONT STATION S/C
DUV	56	3S	27E	DUPONT STATION OFFICE PARK	SJ	6708	556	DUPONT STATION OFF.PK
DUV	56	3S	27E	FRANKLIN, EVELYN & IRGANG	SJ	5745	1081	CENTURY/PIZZA/DELEON
DUV	43	3S	27E	FRED DEAGLE, F.	SJ	8022	1829	LT 1, BLK 68, SJ SCT B
DUV	43	3S	27E	GEORGE P. & SALLY D. SMITS	SJ	7458	403	SJ SECT "B"-8/87
DUV	43	3S	27E	GRIMBLEY, RALPH JR	SJ	8034	787	6912 SALAMANCA AVE - STEP TANK ERASE.
DUV	44	3S	27E	HERBROC FOUNTAINS	SJ	445	264	SAN JOSE CO. CLUB
DUV	45	3S	27E	J.R. JAX, INC	SJ	7636	2189	WESTBOURNE SQ/OUTFALL
DUV	45	3S	27E	J.R. JAX, INC	SJ	7636	2193	WESTBOURNE SQ/OUTFALL
DUV	45	3S	27E	J.R. JAX, INC	SJ	7836	2191	WESTBOURNE SQ/OUTFALL
DUV	21	3S	27E	JERRY SACHS/LIFESTYLE REALTY GROUP	SJ	7613	874	SPOON HOLLOW
DUV	44	3S	27E	JETERO PROPERTIES	SJ	7813	739	PINEBROOK APTS.
DUV	44	3S	27E	JETERO PROPERTIES	SJ	7813	732	PINEBROOK APTS.

## EXHIBIT "B1"

(Easements)

DUV	43	3S	27E	JOHN E. & C.A. CRABTREE	SJ	2157	570	LaVERNE CT S/D-12,14
DUV	43	3S	27E	JOHN E. & C.A. CRABTREE	SJ	2234	130	LaVERNE CT S/D-11,13
DUV	43	3S	27E	JOHN E. & C.A. CRABTREE	SJ	2157	570	LAVERNE COURT S/D
DUV	43	3S	27E	JOHN E. & C.A. CRABTREE	SJ	2234	130	LaVERNE CT S/D-11,13
DUV	43	3S	27E	JOHN P. & MARY L. HOWARD	SJ	1460	581	SJ SECT "B"-1,8/87
DUV	42	3S	27E	JORGE E. ALONSO	SJ	6755	1736	LOT 74, SJ FOREST U2
DUV	48	3S	27E	K & B PARTNERSHIP	SJ	6371	1708	LK WOODBOURNE S/D
DUV	46	3S	27E	KENNARD	SJ	3231	846	RIB SHACK FM & WATER MAIN 15 FT. EASE
DUV	17	3S	27E	KING'S CROSSING APARTMENTS INC	SJ	5903	391	KINGS CROSSING APTS
DUV	52	3S	27E	LEON E. & EVELYN V. IRGANG	SJ	7613	749	CENTURY CITY FM EASE
DUV	20	3S	27E	LOVE, McCLURE, PETERSON, OSBOURNE, ET AL	SJ	1750	579	DOGWOOD ACRES-1,3,4,5,6,7
DUV	48	3S	27E	M. O. SOFORENKO	SJ	5048	1819	SAN JOSE VILLAGE U3
DUV	21	3S	27E	M.O. SOFERENKO & JACK L. WEBB	SJ			SJ VILL/OLD KINGS RD
DUV	48	3S	27E	NORTH FLORIDA BUILDERS INC	SJ	5775	1831	BEAUCLERC LKS CONDOS
DUV	56	3S	27E	OLD KINGS HIGHWAY LIMITED PARTNERSHIP	SJ	9181	1259	
DUV	46	3S	27E	PEARCE, KENNARD & CHAMBERS	SJ	3231	846	SAN JOSE OFFICE PK
DUV	46	3S	27E	PEARCE, KENNARD & CHAMBERS	SJ			SAN JOSE PARK DR
DUV	45	3S	27E	R&C DEVELOPERS OF FLA INC	SJ	8600	1356	WESTBOURNE SQ/OUTFALL
DUV	43	3S	27E	REIMAN, JAMES	SJ	8034	785	7252 SAN PEDRO ROAD - STEP TANK EASE
DUV	20	3S	27E	ROBERT W & JEANNE M. LOVE	SJ	1750	581	GURR L/S
DUV	44	3S	27E	SAN JOSE COUNTRY CLUB	SJ	6788	1782	SAN JOSE COUNTRY CLUB - TANK SITE & WATER MAIN
DUV	44	3S	27E	SAN JOSE COUNTRY CLUB	SJ	6788	1782	SAN JOSE COUNTRY CLUB - INGRESS/EGRESS EASE
DUV	44	3S	27E	SAN JOSE COUNTRY CLUB	SJ	6708	573	SAN JOSE CC FITNESS CTR
DUV	46	3S	27E	SAN JOSE, LTD.	SJ	8999	555	SAN JOSE OFFICE PK
DUV	44	3S	27E	SAN JOSE UTILITY COMPANY	SJ	141	103	SAN JOSE CC ELEV TANK
DUV	47	3S	27E	SAN JOSE UTILITY COMPANY	SJ	141	103	CONGA L/S
DUV	43	3S	27E	SAN JOSE UTILITY COMPANY	SJ	141	103	HERNANDO L/S
DUV	43	3S	27E	SAN JOSE UTILITY COMPANY	SJ	141	103	SAN JOSE WWTP SITE
DUV	20	3S	27E	SELBER, MIZELL, BLOOM & HMS PROP CORP	SJ	1750	586	DOGWOOD ACRES GS EASE
DUV	20	3S	27E	SELBER, MIZELL, BLOOM, HMS PROPERTIES CORP	SJ	1750	586	BEAUCLERC EST's-8,2
DUV				SMITH, KARL DR	SJ	8278	486	EASE FOR STEP TANK AND LP F.M.
DUV	20	3S	27E	SOUTHERNAIRE DISTRIBUTORS INC	SJ	1247	687	DOGWOOD ACRES GS EASE
DUV	46	3S	27E	STATE OF FLORIDA	SJ	8881	343	ROYAL LAKES OUTFALL
DUV	48	3S	27E	SUTTON PL. HOME OWNERS ASS.	SJ	5709	380	GOLF VIEW MANOR
DUV	48	3S	27E	SUTTON PL. HOME OWNERS ASS.	SJ	5255	111	GOLF VIEW MANOR
DUV	48	3S	27E	SUTTON PLACE HOME OWNERS ASSOC. ***	SJ			SUTTON PLACE
DUV	41	3S	27E	THE BOLLES SCHOOL (LIBRARY)	SJ	6480	2193	SJ BLVD WM EASE
DUV	56	3S	27E	THE PRUDENTIAL INSURANCE CO OF AMERICA	SJ	5771	1312	CENTURY CITY EASE
DUV	56	3S	27E	THOMAS & FRANK McGEHEE	SJ	4867	522	KENTUCKY CHICKEN
DUV	56	3S	27E	THREE JACKS ASSOCIATES	SJ	5756	209	CENTURY/PIZZA/DELEON
DUV	21	3S	27E	VALHALLA PROPERTIES	SJ	6044	400	PLAZA GATE LN - U2
DUV	48	3S	27E	VALHALLA PROPERTIES INC	SJ	5791	2209	PLAZA GATE LN CONDOS
DUV				VILLAGES V	SJ	7636	2166	LA VISTA MAR VILLAGE
DUV	20	3S	27E	VILLAGES V, A FLA GEN PARTNERSHIP	SJ	7397	20	LAVISTA MAR S/D U2
DUV	43	3S	27E	WILLIAM O. & ELSIE KAUTZ	SJ	1178	409	SJ SECT "B"-1,2,8/87
STJ	5	5S	27E	BESTAR FUNDING CORPORATION	SJN	1189	1478	50' SEW. EASE. - LOTS 19-20 NOTTINGHAM C.C. PLANTATION
STJ	5	5S	27E	BESTAR FUNDING CORPORATION	SJN	1189	1480	50' SEW. EASE. - LOTS 13/14 VILLAGE GREEN C.C. PLANTATION
STJ	5	5S	27E	BESTAR FUNDING CORPORATION	SJN	1189	1478	60' & 50' SEW. EASE. - LOTS 49/50/51/52 VILLAGE GREEN C.C. PLANTATION
STJ	5	5S	27E	BESTAR FUNDING CORPORATION	SJN	1189	1475	20' EASE. ROBERTS RD. - PARCEL "L"
STJ	5	5S	27E	BESTAR FUNDING CORPORATION	SJN	1189	1464	20' EASE. ROBERTS RD. - PARCEL "M"
STJ	5	5S	27E	BESTAR FUNDING CORPORATION (FROM USUG)	SJN	1100	1683	DRAINAGE OUTFALL EASEMENT
STJ	5	5S	27E	BROOKWOOD PROPERTIES INC	SJN	1035	1143	GATES AT CUNNINGHAM L/S
STJ	5	5S	27E	BROOKWOOD PROPERTIES INC	SJN	1108	1725	EASE. ADDITION TO WTP / WWTP
STJ	5	5S	27E	CUNNINGHAM TIMBER CORP. & TOWN AND JOINT VENTURE	SJN	1108	1499	IVY GLEN DR. - TEMP. INGRESS/EGRESS



**EXHIBIT "B1"**  
(Easements)

STJ	5 5S	27E	GUNNINGHAM TIMBER CORPORATION	SJN	1169	1491	EASE - IVY GLEN DR TO WWTP
STJ	5 5S	27E	DAWSON DEVELOPMENT CO	SJN	1178	1340	30' EASE, LOTS 36/36 BAYPOINT S/D
STJ	5 5S	27E	ANTHONY S. MIKOSKY & DIANE L. MIKOSKY	SJN	649	1567	ST. JOHNS NORTH WTP 20' EASE PARCEL 1
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1587	40' X 5' EASEMENT
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1589	ST. JOHNS NORTH WWTP 20' EASE PARCEL 5
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1587	ST. JOHNS NORTH WTP 30' EASE PARCEL 4
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1587	ST. JOHNS NORTH WTP PARCEL 1
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1587	SJ NO. VARIOUS EASE
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1588	ST JOHNS NORTH WWTP PARCEL 2
STJ	5 5S	27E	FRUIT COVE LTD	SJN	649	1588	CUNNINGHAM CREEK-U3
STJ	5 5S	27E	GENERAL WATERWORKS CORP	SJN	873	918	INGRESS/EGRESS, DRAINAGE & UTILITIES EASE
STJ	5 5S	27E	Fruit Cove Ltd To GWC	SJN	863	1034	Transferred from GWC to UWFL See Bk 873/Page 918 above
STJ	39 5S	27E	HIGHLAND FOREST DEVELOPMENT INC (REC'D PLAT)	SJN	28	40	HIGHLAND FOREST L/S & EASE
STJ	5 5S	27E	MAXRAM JOINT VENTURE	SJN	1189	1503	20' EASE, ROBERTS RD. - PARCEL "D"
STJ	39 5S	27E	MONTGOMERY LAND COMPANY	SJN	1210	1933	GREENRIDGE SID BLANKET EASE. (50.8 +/- AC)
STJ	5 5S	27E	PULTE HOMES CORPORATION	SJN	35	89	IVY LAKES AT CUNN PLANTATION - U3 (PLATTED RAW WATER LINE EASE)
STJ	5 5S	27E	SCHOOL BOARD OF ST. JOHNS CO	SJN	1478	1331	20' EASEMENT CONTIGUOUS TO ROBERTS ROAD
STJ	5 5S	27E	STEVEN W. & KATHY L. BARRHAM	SJN	8908	1440	WOOD DUCK HOLLOW L/S
STJ	5 5S	27E	STEVEN W. & KATHY L. BARRHAM	SJN	860	437	WOOD DUCK HOLLOW L/S
DUV	6 3S	29E	ALBERT W. TOURANGEAU & MARILYN L. TOURANGEAU	SP	4343	392	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	AMOS ALVIN GAINEY & CAROLYN A. GAINEY	SP	4343	404	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	ANTHONY S. MIKOSKY & DIANE L. MIKOSKY	SP	4343	444	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	BILLY R. WEAVER & PATRICIA A. WEAVER	SP	4343	388	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	BURNAC MORTGAGE INVEST LTD	SP	4791	254	W & S EASE FROM SAN PABLO RD TO EUNICE
DUV	6 3S	29E	BURNAC MORTGAGE INVEST LTD	SP	4791	250	W & S EASE FROM SAN PABLO RD TO EUNICE
DUV	6 3S	29E	BURNAC MORTGAGE INVEST LTD	SP	4791	262	W & S EASE FROM SAN PABLO RD TO EUNICE
DUV	6 3S	29E	BURNAC MORTGAGE INVEST LTD	SP	4791	288	W & S EASE FROM SAN PABLO RD TO EUNICE
DUV	6 3S	29E	CARLTON C. CARTER & REGINE C. CARTER	SP	4343	396	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	CARTER & COWART	SP	7673	727	PABLO TRACE APTS.
DUV	6 3S	29E	CHARLES F. FAIRBANKS & SALLY F. FAIRBANKS	SP	4343	488	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	DALE G. WESTLING & JANET M. WESTLING	SP	4343	384	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	DANIEL FRANK ATKINSON, JR. & CLARA NELL ATKINSON	SP	4343	424	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	DAVID CLARK PARISH & DEBORAH LYNN PARISH	SP	4343	392	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	DENNIS WAYNE REED & DIANE ROBERTS REED	SP	4343	418	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	GEORGE WALTER LEWIS & SANDRA MAE LEWIS	SP	4343	420	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	31 2S	29E	H. P. DEMERY	SP	5771	809	JIFFY MART L/S & FM
DUV	6 3S	29E	HARRY JOHN CHAMBERS & NELL V. CHAMBERS	SP	4343	428	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	HERMAN BENJAMIN VINESS & MYRTLE VINESS	SP	4343	436	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	INTERVEST CONSTRUCTION OF JAX INC	SP	8939	42	TRACT "A" BROADWATER S/D
DUV	6 3S	29E	INTERVEST CONSTRUCTION OF JAX INC	SP	8938	43	SEWER EASE AT CANAL / BRIDGE - BROADWATER S/D
DUV	6 3S	29E	INTERVEST CONSTRUCTION OF JAX INC (PLAT BOOK)	SP	452	4	PLATTED EASE FOR W/ IN PRIVATE ROAD R/W - MARSH ISLAND
DUV	6 3S	29E	JAMES FRANCIS FALLON & BARBARA HELEN FALLON	SP	4343	412	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	JAMES LESTER GRIFFIS, JR. & BARBARA ELTA GRIFFIS	SP	4343	432	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	JAMES M. JACKSON & SARAH E. JACKSON	SP	4343	472	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	JOHN S. TATUM & ANITA S. TATUM	SP	4343	478	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	MALON LEE MAGEE & ELIZABETH SUSAN MAGEE	SP	4343	452	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	MARK EDGAR JOHNSON & CAROL LYNN JOHNSON	SP	4343	484	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	MOORINGS CONDOMINIUM ASSOCIATION INC	SP	9181	4257	BLANKET EASEMENT FOR MOORINGS CONDOMINIUMS
DUV	6 3S	29E	PAUL HARTLEY BROOKS & DOREEN MAY BROOKS	SP	4343	440	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	RAYMOND KENNETH JONES & CAMILLA SIMS JONES	SP	4343	400	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	SAN PABLO UTILITIES, INC	SP			ISLE OF PALMS SOUTH
DUV	31 2S	29E	SAN PABLO BEACH DEVELOPMENT LTD	SP	7613	691	MEDICAL-MERCHANTS SC
DUV	6 3S	29E	SHARON FAEGNE MOORE	SP	4343	456	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6 3S	29E	SHIRLEY RAY RICHTER & PHYLISS RICHTER	SP	4343	408	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD

**EXHIBIT "B1"**  
(Easements)

DUV	6	3S	29E	TIMOTHY JAMES WEBSTER and CAROLYN ANN WEBSTER	SP	4343	450	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6	3S	29E	WILLIAM F. COURTNEY & ALICE J. COURTNEY	SP	4343	480	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6	3S	29E	WILLIAM R. MABRY, III & CONNIE M. MABRY	SP	4343	468	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	6	3S	29E	WILLIAM W. BEDSOLE & PATRICA BEDSOLE	SP	4343	448	10' EASEMENT ON EAST SIDE OF EUNICE RD --- 3610' FROM STACY ROAD
DUV	31	2S	29E	WINDSONG PLACE, INC.	SP	8279	437	LIGHTHOUSE POINT BLANKET EASE
DUV	7	2S	28E	Gate Pulp Mill Company	SP	7322	1429	UTILITY EASEMENT
NAS				Florida Community College				EXTENSION TO UTILITY SYSTEM
NAS				North Hampton, LLC		1022	465	DRAINAGE EASEMENT; UTILITY EASEMENT
NAS	25	2S	28E	AMELIA ISLAND COMPANY	SRN	545	43	25' WAT./SEW. EASE. SO SIDE OF A1A, E. OF SR 107 - MARSH LAKES
NAS	25	2S	28E	AMELIA ISLAND COMPANY	SRN	545	51	UTILITY EASEMENT
NAS	37	2S	28E	AMELIA ISLAND COMPANY	SRN	537	1157	MARSH LAKES S/D LIFT STATION - TRACT "E"
NAS	25	2S	28E	GREGORY R. BLANE	SRN	555	1209	25' WAT./SEW. EASE. SO. SIDE OF A1A, W OF SR 107
NAS	25	2S	28E	GREGORY R. BLANE	SRN	558	1284	UTILITY EASEMENT
NAS	37	2S	27E	HARRY B. TRIVETT & P. K. MORT VENTURE	SRN	881	1860	BLANKET EASEMENT FOR VILLAGES OF MARSH LAKES CONDO'S
NAS	1	2S	27E	ITT RAYONIER INCORPORATED	SRN	545	358	15' SANITARY FORCE MAIN EASEMENT - AIA TO WWTP
NAS	1	2S	27E	ITT RAYONIER INCORPORATED	SRN	550	514	ACCESS EASEMENT
NAS	25	2S	28E	JOSEPH S. & FRANCIS V. ARRIGO	SRN	555	1212	25' WAT./SEW. EASE. SO SIDE OF A1A, W OF SR 107 (FORD DEALERSHIP)
NAS	25	2S	28E	JOSEPH S. & FRANCIS V. ARRIGO	SRN	554	521	25' WAT./SEW. EASE. SO SIDE OF A1A, W OF SR 107
NAS	37	2S	28E	K.T. FERNANDINA JOINT VENTURE	SRN	695	1508	VILLAGES OF MARSH LAKES LIFT STATION
NAS	37	2S	28E	K.T. FERNANDINA JOINT VENTURE	SRN	695	1503	UTILITY EASEMENT
NAS	25	2S	28E	KENNETH HART	SRN	550	524	25' WAT./SEW. EASE. SO SIDE OF A1A, W OF SR 107
NAS	25	2S	28E	PRESBYTERY OF ST. AUGUSTINE INC.	SRN	556	1280	25' WAT./SEW. EASE. SO SIDE OF A1A, W OF SR 107
NAS	25	2S	28E	RAYLAND COMPANY INC.	SRN	559	923	25' WAT./SEW. EASE. SO. SIDE OF A1A, W OF SR 107
NAS	37	2S	27E	RAYLAND COMPANY INC.	SRN	739	1280	25' W/S EASE. S/SIDE A1A W OF ANIMAL CONTROL TO PORT AUTHORITY
NAS	1	2S	27E	RAYLAND COMPANY, INC.	SRN	809	1462	LEGAL DESCRIPTION OF WATER PLANT SITE (Near Winn-Dixie)
NAS	1	2S	27E	RAYLAND COMPANY, INC.	SRN	809	1455	ACCESS TO WATER PLANT SITE - EASEMENT "A"
NAS	1	2S	27E	RAYLAND COMPANY, INC.	SRN	809	1460	ACCESS TO WATER PLANT SITE - EASEMENT "B"
NAS	37	2S	27E	RAYONIER TIMBERLANDS OPERATING CO. LP LIMITED PARTNERSHIP	SRN	739	1276	25/40' EASE FOR W-S & L/S - PORT AUTHORITY N SIDE A1A
NAS	1,37	2N	27E	Rayonier Inc to Sunray Utilities, N&S, INC.	SRN	811	423	Corrective Deed to Book 810, page 1071-1077 Access Easement
NAS	25	2S	28E	UNITED WATER FLORIDA INC TO FLORIDA POWER & LIGHT	SRN	880	1869	10' EASEMENT FOR ELECTRIC SERVICE TO NEW WTP SITE
NAS	25	2S	28E	W. T. WAAS	SRN	559	918	25' WAT./SEW. EASE. SO SIDE OF A1A, W OF SR 107
NAS	25	2S	28E	WILLIAM H. & PAULINE F. AHRENDT	SRN	550	518	25' WAT./SEW. EASE. SO SIDE OF A1A, W OF SR 107
NAS	25	2S	28E	WINN-DIXIE, INC. 1777777	SRN	695	1508	WATER LINE EASEMENT NO. 1
NAS	25	2S	28E	WINN-DIXIE, INC. 1777777	SRN	695	1508	WATER LINE EASEMENT NO. 2
NAS	25	2S	28E	WINN-DIXIE, INC. 1777777	SRN	685	1508	WATER LINE EASEMENT NO. 3
STJ	19	5S	28E	BEAZER HOME CORP. A Tennessee Corporation db/a Palmiz Homes	SRSJ	1388	1453	25.00 FOOT UTILITY EASEMENT - PARALLEL TO CR210 TO LIFT STATION
STJ	18	5S	28E	BOARD OF COUNTY COMMISSIONERS	SRSJ	816	452	FIRE STATION - UTILITY EASEMENT
STJ	13	5S	28E	CORDELE PROPERTIES INC TO SUNRAY UTILITIES INC	SRSJ	806	5	EASEMENT - SPRAY IRRIGATION - CIMARRONE
STJ	24	5S	27E	CORDELE PROPERTIES INC TO SUNRAY UTILITIES INC	SRSJ	817	669	ST. JOHNS FOREST TRI-ANGULAR EASE AT CR210 (US)
STJ	18	5S	28E	ITT RAYONIER INC TO JEA	SRSJ	823	1108	30' INGRESS / EGRESS EASEMENT
STJ	19	5S	28E	ITT RAYONIER INC TO JEA	SRSJ	823	1111	(2) 5' X 30' EASEMENTS ON SR 210
STJ	24	5S	27E	ITT RAYONIER INCORPORATED TO JEA	SRSJ	823	99	30' X 850' EASE. ON SR 210 WEST OF CIMARRONE
STJ	19	5S	28E	ITT RAYONIER INCORPORATED TO SUNRAY UTILITIES INC	SRSJ	818	1268	25 FT. EASEMENT CONTIGUOUS TO CR 210
STJ	18	5S	28E	ITT RAYONIER INCORPORATED TO SUNRAY UTILITIES INC	SRSJ	821	878	NORTH / SOUTH POWER LINE EASEMENT (RACE TRACK TO 210)
STJ	9	5N	27E	JEA TO RAYLAND COMPANY, INC.	SRSJ	1120	1672	4 PART EASE TO RAYLAND FOR INGRESS/EGRESS/UTILITIES
STJ	39	5S	27E	JEA TO RAYLAND COMPANY, INC.	SRSJ	1120	1675	JEA EASE. NO. 1 FROM ROBERTS ROAD EAST TO JEA EASE. NO. 4
STJ	9	5S	27E	JEA TO RAYLAND COMPANY, INC.	SRSJ	1120	1675	JEA EASE. NO. 2 FROM JEA EASE. NO. 4, EAST TO O.R. 1275-PG 1672 (L43)
STJ	16	5S	27E	JEA TO RAYLAND COMPANY, INC.	SRSJ	1120	1676	JEA EASE. NO. 3 - FROM JEA EASE. NO. 4, N 89-28-44 E --- 1,318 15 FEET
STJ	17	5S	27E	JEA TO RAYLAND COMPANY, INC.	SRSJ	1120	1676	JEA EASE. NO. 4 - FROM JEA EASE. NO. 1, EAST TO JEA EASE. NO. 3
STJ	9	5S	27E	Rayonier Timberlands Operating Company to JEA	SRSJ	1275	1859	Access Easement - various lots
STJ	9	5S	27E	Rayonier Timberlands Operating Company to JEA	SRSJ	1275	1694	60' wide utility easement - only underground lines permitted.
STJ								
STJ								
STJ	19	5S	28E	JEA TO SUNRAY UTILITIES, INC. (LETTER)	SRSJ	NOT	RECORDED	25' EASEMENT CONTIGUOUS TO SR 210 AT 150' JEA POWERLINE

**EXHIBIT "B1"**  
**(Easements)**

STJ	16	5S	27E	JEA TO UNITED WATER FLORIDA	SRSJ	1392	1845	AMENDMENT TO 1120 / 1672 TO ALLOW USE OF THE NORTH 10 00 FEET
STJ	9	5S	27E	JEA TO UNITED WATER FLORIDA	SRSJ	1423	1859	AMEND TO 1120/1672 & 1392/1845 TO ALLOW USE OF THE NO. 10 00 FT
STJ	9	5S	27E	RAYLAND COMPANY, INC. TO SUNRAY UTIL - ST.	SRSJ	1270	1426	ACCESS EASE TO ST. JOHNS FOREST WTP & WWTP
STJ	9	5N	27E	RAYLAND COMPANY, INC. TO UNITED WATERWORKS, INC.	SRSJ	1275	1669	60' EASE - PARCEL 1 - ROADWAY SEGMENT 5 (L15 & L16)
STJ	10	5N	27E	RAYLAND COMPANY, INC. TO UNITED WATERWORKS, INC.	SRSJ	1275	1670	60' EASE - PARCEL 2 - ROADWAY SEGMENT 7 (L40)
STJ	10	5N	27E	RAYLAND COMPANY, INC. TO UNITED WATERWORKS, INC.	SRSJ	1275	1671	60' EASE - PARCEL 3 - ROADWAY SEGMENT 8 (L41)
STJ	9	5N	27E	RAYLAND COMPANY, INC. TO UNITED WATERWORKS, INC.	SRSJ	1276	1672	60' EASE - PARCEL 4 - ROADWAY SEGMENT 9 (L43 & L44)
STJ	6	5S	28E	RAYONIER INCORPORATED TO (JEA)	SRSJ	2178	27	150' ELECTRIC UTILITY EASEMENT (NORTH / SOUTH)
STJ	9	5N	27E	RAYONIER TIMBERLANDS OPERATING CO., ET AL. (TO J.E.A.)	SRSJ	878	1152	125' ELECTRIC LINE EASE. (W&S RIGHTS RETAINED) (EAST / WEST)
STJ	9	5N	27E	RAYONIER TIMBERLANDS OPERATING CO., ET AL. (TO J.E.A.)	SRSJ	1380	579	125' ELECTRIC LINE EASE. (modification to above 878 / 1152)
STJ	1	2N	27E	RAYLAND COMPANY TO SUNRAY UTILITIES INC.	SRSJ	809	1445	60' wide easement ingress/egress
STJ	18	5S	28E	SOUTHERN GROVE, LTD.	SRSJ	1388	1449	15' EASES BETWEEN LOTS 10 & 11 AND LOTS 26 & 27 - SOUTHERN GROVE II
STJ	24	5S	27E	SUNRAY UTILITIES, INC. TO JEA	SRSJ	823	102	50' +/- SQUARE EASEMENT
STJ	18	5S	28E	SUNRAY UTILITIES, INC. TO JEA	SRSJ	823	105	50' X 500' EASEMENT
STJ	18	5S	28E	UNITED WATER FLORIDA INC. (REZONING ORDINANCE)	SRSJ	1356	1804	REZONE WTP SITE TO INDUSTRIAL WAREHOUSE
NAS	44	2N	27E	FLORIDA CITRUS CENTER, INC.	YU	881	1862	7.5 EASE, CENTERED ON EITHER SIDE OF ANY WATER/SEWER MAINS
NAS	44	2N	27E	JONES, JOHN D.	YU	728	700	20' EASE, ADJ TO MYRTLE AVE
NAS	44	2N	27E	NASSAU COUNTY A POLITICAL SUB. OF STATE OF FLORIDA	YU	778	1821	NASSAU CO DETENTION CENTER
NAS	44	2N	27E	POWELL, SHEFFIELD & BLACKMON	YU	778	1823	20' & 15' EASE. AT A1A & US 17
NAS	38	2N	27E	R.E.D. LIMITED PARTNERSHIP	YU	728	704	80' EASE, TO WWTP FROM STEWART AVE.
NAS	38	2N	27E	R.E.D. LIMITED PARTNERSHIP	YU	778	1830	LOFTON CREEK S/D - EASE "A" & "B"
NAS	44	2N	27E	RICKEY, H. ARMSTRONG	YU	728	702	20' EASE. AT A1A & US 17
NAS	51	3N	27E	RISKTAKERS INC.	YU	728	1828	DUNKIN DONUTS - 15' WM EASEMENT
NAS	44	2N	27E	STEVENS, GOODWIN & STEVENS (STEVENS LAND TRUST)	YU	881	1885	7.5 EASE CENTERED ON EITHER SIDE OF ANY WATER/SEWER MAINS

Exhibit "B2"  
(Unverified Easements)

1. Attached spreadsheet containing unverified easements held in favor of United Water Florida, Inc.

United Water Easements that Need to Be Verified				Map #
Address	RE	Owner	Comments	Map #
<b>San Jose</b>				
ST AUGUSTINE RD 6951	149848 0000	HELOW PROPERTIES	43 3S 27E (KINGSLEY GRANT LOT 18)	1
TOLEDO RD 3901	154068 0040	GARDEN LA MIRADA	8 3S 27E (R/P DIXIE FARMS TRACT 11)	1
UNIVERSITY BLVD W 3600	154101 0000	MELBOURNE SHOPPING CENTERS	56 3S 27E (HUFF ACRES)	1
POWERS AVE 6225	154068 0010	FRIEDMAN, BENJAMIN	56 3S 27E ( R/P DIXIE FARMS TRACT 1)	1
POWERS AVE 6281	154068 0050	ZEP PROPERTIES	56 3S 27E (R/P DIXIE FARMS TRACT 1)	1
OLD KINGS RD S 7373	147998 1200	YMCA	17 3S 27E (LOTS 2,3)	1,2
POWERS AVE 7200	147998 0010	KC FIVE CORPORATION (APTS)	17 3S 27E (LOTS 2,3)	2
POWERS AVE 7400	147998 0200	TRAILS ASSOC. (APTS)	17 3S 27E (LOTS 1,4) HANSON GRANT 44	2
PLAZA GATE DR 8300	148516 0000	BEAUCLERC LAKES CONDOMINIUM	21,48 3S 27E	3
PLAZA GATE LN S 4309	148150 1000	GOLFVIEW CONDOMINIUM	21,48 3S 27E	3
OLD KINGS RD S 8101	152561 1090	KANTER, LAWRENCE	21,48 3S 27E	3
OLD KINGS RD S 8111	152561 1100	SHAH, SHAIENDU	21,48 3S 27E	3
OLD KINGS RD S 8111	152561 1070	SHAH, SHAIENDU	21,48 3S 27E	3
OLD KINGS RD 8131	152561 1050	MOORE, C EVERET	21,48 3S 27E	3
SAN JOSE MANOR DR E 8230	148515 0002	BROOKS, GENE	21 3S 27E (SAN JOSE VILLAGE UNIT 1 LOT1)	3
OLD KINGS RD S 8030	148116 0000	FIRST COAST FAMILY & HOUSING (APTS)	48 3S 27E	3
<b>Royal Lakes</b>				
SOUTHSIDE BLVD 7632	148522 0120	EPOCH GAINESVILLE INVESTORS (THE RESERVE APT)	24 3S 27E	1
SOUTHSIDE BLVD 7740	148522 0050	GFS/NHP CARLISLE (APPLE HILL APTS)	24 3S 27E	1
SOUTHSIDE BLVD 7816	148522 0030	PHOENIX CROSSROAD (CHASE OAKS APTS)	24 3S 27E	1
SOUTHSIDE BLVD 8024	148522 0060	VESTCOR SOUTHSIDE PARTNERS (AUBURN GLEN)	24 3S 27E	1
BAYMEADOWS RD 9701	148522 0045	BAYTREE ON BAYMEADOWS APTS	24 3S 27E	1
BAYMEADOWS RD 9922	148633 0800	PUBLIX SUPER MARKETS	25 3S 27E	1
GOLFSIDE DR 9220	152699 0250	BURNS, LESLIE (LA PETITE)	23, 56 3S 27E	1
BAYMEADOWS RD 9171	152699 0600	RIC PROPERTIES (ARBY'S)	23, 56 3S 27E	1
GOLFSIDE DR 9088	152699 0070	BAYMEADOWS PROFESSIONAL	23,56 3S 27E	1
GOLFSIDE DR 9080	152699 0120	PLANOGRAMMING SOLUTIONS	23,56 3S 27E	1
GOLFSIDE DR	152699 0100	I-95 BAYMEADOWS CENTER	23,56 3S 27E	1
DIX ELLIS TRL 8365	152690 3500	MARRIOTT RESIDENCE INN	26,56 3S 27E	1
WESTERN WAY	148635 1010	DAWSON DEVELOPMENT	26,25 3S 27E (GOVT LOT 4)	1
BAYMEADOWS WAY W 8186	152612 0170	G F FLORIDA OPERATING ALPHA (CAMBRIDGE @ DE)	22, 56 3S 27E (PARCEL 5)	2
BAYMEADOWS WAY 7898	152612 0600	LIBERTY PROPERTY LIMITED	22, 56 3S 27E	2
BAYMEADOWS WAY 8001	152612 0300	STATE FARM MUTUAL	22, 56 3S 27E (TRACTS 1-6)	2
BAYMEADOWS RD 8909	152699 0030	STARKEY, EDWARD	22, 56 3S 27E	2
PHILLIPS HWY 8011	152612 3700	FLORIDA ACQUISITIONS (PERIMETER CENTER)	22, 56 3S 27E (PARCEL A)	2
PHILLIPS HWY 8081	152612 0800	BANKERS UNITED LIFE (SPECTRUM)	22, 56 3S 27E	2
BAYMEADOWS RD 8325	152612 0910	R H DAVIS OIL (EXXON)	22, 56 3S 27E	2
PHILLIPS HWY 8206	152664 0000	SANDELMAN, SUSAN (GM)	27, 56 3S 27E (LOT 1)	2

PHILLIPS HWY 8306	152653 0000	MACPAPER CONVERTERS (AGGREKO)	27, 56 3S 27E	2
PHILLIPS HWY 8440	155490 0500	SOUDS QUALITY CARPETS	27, 56 3S 27E (CHRONICLE CT LOT 5)	2
PHILLIPS HWY 8500	155490 0100	W W GRAINGER INC	27, 56 3S 27E (CHRONICLE CT LOT 1)	2
BAYMEADOWS RD 8810	152690 0000	FCC PARTNERS LP (FREEDOM COMMERCE CENTER)	26, 56 3S 27E	2
PHILLIPS HWY	159633 0000	FCC PARTNERS LP	35, 66 3S 27E	4
PHILLIPS HWY 10130	155607 0050	LOIS REALTY CORP (ROOMS TO GO!)	2 4S 27E (GOV LOT 1)	5
PHILLIPS HWY 10140	155549 0525	LITTLE HARBOUR PLAZA (WAFFLE HOUSE)	1 4S 27E (AVE CROSSING UNIT 1 LOT 1)	5
PHILLIPS HWY 10142	155549 0530	SOUTHERN INDUSTRIAL CORP (BURGER KING)	1 4S 27E (AVE CROSSING UNIT 1 LOT 2)	5
PHILLIPS HWY 10144	155549 0535	GENERAL MILLS RESTAURANT (OLIVE GARDEN)	1 4S 27E (AVE CROSSING UNIT 1 LOT 3)	5
PHILLIPS HWY 10160	155525 0500	RTM OPERATING CO (ARBYS)	1 4S 27E	5
PHILLIPS HWY 10290	155549 0510	AVENUES CROSSING LLC	1 4S 27E (AVE CROSSING UNIT 1 TRACT B)	5
PHILLIPS HWY 10464	155547 0010	F A R CHARTERED (HAVERTY'S)	1 4S 27E	5
PHILLIPS HWY 10452	155547 0020	BASS FAMILY FARMS (ETHAN ALLEN)	1 4S 27E	5
PHILLIPS HWY 11030	156591 0070	COTHRAN, JEANETTE (RHODES)	12 4S 27E	5
BAYMEADOWS WAY W 8130	152612 0270	EXOR PROPERTIES LLC	56 3S 27E	2
BAYMEADOWS WAY 7910	152612 0700	LIBERTY PROPERTY LIMITED	56 3S 27E	2
BAYMEADOWS WAY W 8160	152612 2500	ST JOHNS TRADING CO	56 3S 27E (PARCEL A)	2
BAYMEADOWS WAY W 8160	152612 2900	ST JOHNS TRADING CO	56 3S 27E (PARCEL B)	2
PHILLIPS HWY 11026	156591 0101	CITY OF JAX	12 4S 27E S1/2 OF NE1/4	5
<b>Holly Oaks</b>				
MONUMENT RD 1001	161293 0100	GATE PETROLEUM CO	7 2S 28E (LOT 16)	3
MONUMENT RD	120741 0000	GL NATIONAL INC	12,7 2S 28E	3
ATLANTIC BLVD 10675	163185 0000	BILL AND FRANK ENTERPRISES	18, 17 2S 28E (ATLANTIC BLVD ESTATES SEC 9 LOT 4)	4
ATLANTIC BLVD 10629	163205 0000	ISSER PARTNERSHIP	18 2S 28E (SALTZMAN TERR R/P LOT 28-29)	4
MERRILL RD 9100	120613 0000	DMB TRUST (PUBLIX)	12 2S 27E (GILMORES S/D LOT 2-3)	2
MERRILL RD	161675 0006	JAMES BUCK	6 2S 28E (HOLLY OAKS FOREST SEC 4-A, TRACT B-B)	
<b>Arlington</b>				
MERRILL RD	120123 0010	NATIONAL PROPANE LP	11 2S 27E (ARLINGTON HILLS UNIT 9-C TRACT A)	1
MERRILL RD 7700	120459 0030	STAR BUFFET INC	11 2S 27E	1
MERRILL RD 7024	120456 0000	TERRY PARKER BAPTIST CHURCH	10 2S 27E (NORTH ARL. HEIGHTS R/P)	1
MERRILL RD 7245	113013 0050	MCDONALDS	2 2S 27E	1
TOWNSEND BLVD 3254	113035 0000	FAITH COMMUNITY FELLOWSHIP	3,37 2S 27E (COLONIAL PARK UNIT 1 TRACTS A,B)	1
FT CAROLINE RD 5566	128183 0500	GAZEBO JAX LTD (GAZEBO SHOPPING CTR)	4,38 2S 27E	2
JUSTINA CT	113215 0000	SHARP, WILLIAM	4 2S 27E (1ST ADDN TO FLOR BLUFF LOT 15)	2
JUSTINA RD 3406	128201 0000	CHURCH OF THE RESURRECTION	4,38 2S 27E (ARLING ACRES TRACT C)	2
MERRILL RD 5736	116135 0000	GMC PROPERTY MGT	9 2S 27E (SWEETBRIAR TRACT A)	2
TROLLIE LN	116098 0000	BORK, AUDREY	9 2S 27E (PARCEL 2)	2
TROLLIE LN 2715	116102 0000	WATSON, WILLIAM	9 2S 27E	2
CESERY BLVD 2712	116103 0010	BURNER, E DAVIS	9 2S 27E	2
MERRILL RD 6044	116572 0000	LAKE LUCINA SHOPPING CTR	9 2S 27E (LAKE LUCINA UNIT 7 TRACT B)	2
MERRILL RD 6527	113200 0000	DUVAL COUNTY (LAKE LUCINA ELEM.)	3 2S 27E	2

MERRILL RD 5907	113223 0000	BOYER, DORIS	4 2S 27E (1ST ADDN TO FLOR BLUFF LOT 21)	2
YELLOW PINE DR 2873	113224 0000	MARTIN, FREDERICK	4 2S 27E (1ST ADDN TO FLORAL BLUFF LOT 21)	2
UNIVERSITY BLVD N 840	129425 0000	FIRST UNION NATIONAL BANK	16,41,52 2S 27E	3
ARLINGTON EXPY 6501	142266 0000/ 100	BETNAN INC	15,52 2S 27E (ARLING SHORES 1ST ADDN TRACT A B	3
ARLINGTON EXPY	141526 0000	PLAZA LANES INC (BOWLING ALLEY)	15,52 2S 27E (ARLING TERR LOTS 3-5)	3
ARLINGTON EXPY 6829	141528 0000	LEASE INVESTORS	15,52 2S 27E (ARLING TERR LOTS 6-8,15 BLK 1)	3
ARLINGTON EXPY 6845	141527 0000	CAR DEL INC (AMOCO)	15,52 2S 27E (ARLING TERR LOTS 7-8,14-15)	3
ARLINGTON EXPY 5353	129428 0000	JONES COLLEGE	16,41 2S 27E	3
ARLINGTON EXPY 7579	142501 0025	JAX AFFORDABLE COMMUNITIES	15,49 2S 27E	4
ALDERMAN RD 812	142501 0020	SMITHA, DONALD	15,52 2S 27E (ALDERMAN FARMS 24)	4
ARLINGTON EXPY 7707	142501 0000	GENERAL MILLS RESTAURANT (RED LOBSTER)	15,52 2S 27E (ALDERMAN FARMS 21,24)	4
ALDERMAN RD 843	142487 0000	GGF ENTERPRISES (CASCADE APTS)	14,52 2S 27E (ALDERMAN FARMS 9-10,21)	4
TOWNSEND BLVD 855	142483 0010	HIRSHBERG, KAREN	14, 52 2S 27E (ALDERMAN FARMS 9-10)	4
ARLINGTON EXPY 8121	136563 0000	JAX INC OF DELTONA (EXPY SHOPPING CTR)	14, 52 2S 27E	4
ARLINGTON EXPY 8050	142482 0020	JAX CHARLESTON SQUARE	14 2S 27E (ALDERMAN FARMS 8,9)	
ARLINGTON EXPY 8016	142482 0000	KING VENTURE CORP	14,52 2S 27E (ALDERMAN FARMS 8,9,22)	
<b>Jax Heights</b>				
103RD ST 7040	014430 0100	WESCON INVESTMENTS (WESTPORT MHP)	13 3S 25E (JAX HEIGHTS TRACT 5 BLK 2)	3
<b>San Pablo</b>				
JOSE VERDA BLVD 14401	179999 0020	SP FLORIDA LLC (SAN PABLO APTS)	6 3S 29E (GOVT LOT 3,7)	1
SAN PABLO RD S 3709	180001 0010	TGM PABLO TRACE (COQUINA BAY APTS)	6 3S 29E (GOVT LOT 3,4)	1
SAN PABLO RD	179999 0100	SPX-DOAN PARTNERSHIP	6 3S 29E (GOVT LOT 3,7)	
<b>Ponte Vedra</b>				
PONTE VEDRA BLVD 200	050910 0000 SJC	PONTE VEDRA CORP	15 3S 29E (LOTS 15-17 BLK 46 LOT13)	1
<b>Ponce de Leon</b>				
NONE				
<b>Sunray-St Johns</b>				
CR 210 W	009970 0080 SJC	CHURCH OF THE NAZARENE	24 5S 27E (W OF CIMARRONE UNIT 1)	
<b>Nassau County</b>				
		RJ UNDERGROUND CONTRACTORS		18
		HOLIDAY MOTEL & JINRIGHTS RESTAURANT		18
		AIA EXPRESS		18
		DRIVERS LICENSE SITE		19

Exhibit "B3"

1. Quiet Title Issues:
  - a. Duval County: 014792-0000. Property owned by National Homes Land Corporation, an Illinois corporation, not currently registered with Illinois Dept. of State.
  - b. Duval County: 155550-5010. Need to obtain release of property from the developer's mortgage.
  - c. Duval County: 179999-8015. Need to obtain release of property from the developer's mortgage.
  - d. Nassau County: 38-2N-27 1331 000C-000. Need to obtain deed from property owner, Meadowfield Joint Venture, and a release of its Mortgage to Nations Bank. The plat dedication for this parcel dedicates the property to Florida Water Inc.
  - e. St. Johns County: 142321-0001. Need to obtain mortgage release from American National Bank.
  - f. St. Johns County: 142310-0050. According to the Public Records, this property is still in the name of Ponce de Leon Utility Company of St. Johns County, Inc., a corporation that no longer exists.
  - g. Duval County: 142500-0030. Park playground and fence encroachment by adjacent property owner.
  - h. Duval County: 119033-0000. Settle matters related to rights of heirs of Home Philips, as indicated on Schedule B-2 endorsement to title commitment.
2. Encroachments onto adjacent properties

128183-0510: George Road lift station: This lift station is housed in a Publix strip mall parking lot. Need to obtain easement for the portion of the encroachments that extends into parking lot.

3. Fence Relocation Issues:

The following properties were identified as needing fencing to be relocated, as fencing extended severely onto others' property. To date, 6 out of the 7 have been relocated and the properties will be resurveyed.

Property Description	County	Status
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112343-0040	Duval	Relocated
180355-1041	Duval	Relocated
161136-4415	Duval	Relocated
149208-0500	Duval	Relocated
148521-0031	Duval	Relocated
161286-0070	Duval	Relocated
37-2N-28-0000-0001-0050	Nassau	Pending

4. Surveys Outstanding

Approximately 19 surveys remain outstanding. Surveys not delivered to Purchaser by the Closing Date will be delivered as soon as possible following the Closing. Any issues identified by the Purchaser within ten (10) days of receipt of such surveys will be cured by Seller in accordance with the provisions of Section 7B of the Agreement.

Any matters reflected on the final surveys in Duval, St. Johns, and Nassau Counties that may result in an exception to the title policy that is issued will be cured by Seller.

Exhibit "C"  
(Treatment plants, etc.)

1. Assets described and identified in 2 CD-ROM data compilations previously provided to Purchaser and compiled by Seller in accordance with NARUC, reflecting Seller's general ledger as of November 31, 2001.

Exhibit "D"

Certificates, permits, etc.

1. Certificate Number 236 – W, granted by the Florida Public Service Commission, authorizing United Water Florida, Inc. to provide water service in the territory described by Orders of the Commission.
2. Certificate Number 179 – S, granted by the Florida Public Service Commission, authorizing United Water Florida, Inc. to provide wastewater service in the territory described by Orders of the Commission.
3. Consumptive Use Permit 20310041NR, Venetia Terrace, Expiration 3/7/02.
4. Consumptive Use Permit 586, Arlington, Expiration 3/7/02.
5. Consumptive Use Permit 605, Forest Brook, Expiration 3/7/02.
6. Consumptive Use Permit 597, Hyde Grove, Expiration 3/7/02.
7. Consumptive Use Permit 567 (Queen Akers), Holly Oaks, Expiration 3/7/02.
8. Consumptive Use Permit 595, Jax Heights, Expiration 3/7/02.
9. Consumptive Use Permit 609, Lake Forest, Expiration 3/7/02.
10. Consumptive Use Permit 603, Magnolia Gardens, Expiration 3/7/02.
11. Consumptive Use Permit 821 (Marshview), San Pablo, Expiration 3/7/02.
12. Consumptive Use Permit 582, Ortega Hills, Expiration 4/17/05.
13. Consumptive Use Permit 593 (San Jose), Royal Lakes, Expiration 10/12/04.
14. Consumptive Use Permit 1368, St. Johns Forest, Expiration 10/12/00.
15. Consumptive Use Permit 1089, St. Johns North, Expiration 9/7/09.
16. Consumptive Use Permit 1161, Ponce De Leon, Expiration 2/11/99.
17. Consumptive Use Permit 1177, Ponte Vedra, Expiration 10/13/94.

18. Consumptive Use Permit 942, Yulee Regional, Expiration 9/8/18.
19. Wastewater Treatment Facility Permit FL0023621, Holly Oaks, Expiration 8/28/02.
20. Wastewater Treatment Facility Permit FL0023671, Jax Heights, Expiration 3/13/05.
21. Wastewater Treatment Facility Permit FL0023604, Monterey, Expiration 4/2/01.
22. Wastewater Treatment Facility Permit FL002528, Ortega Hills, Expiration 7/15/06.
23. Wastewater Treatment Facility Permit FL0026751, Royal Lakes, Expiration 4/4/05.
24. Wastewater Treatment Facility Permit FL274745, San Jose, Expiration 3/10/02.
25. Wastewater Treatment Facility Permit FL269271, San Pablo, Expiration 12/14/02.
26. Wastewater Treatment Facility Permit FL0174441, Blacks Ford, Expiration 1/26/04.
27. Wastewater Treatment Facility Permit FLA011773, Ponce De Leon, Expiration 12/21/04.
28. Wastewater Treatment Facility Permit FL00117951, Ponte Vedra, Expiration 8/21/01.
29. Wastewater Treatment Facility Permit FLA011679, Nassau Regional, Expiration 3/7/05.
30. Wastewater Treatment Facility Permit FLA011682, Lofton Oaks, Expiration 1/5/05.

Exhibit "E"

Service Agreements Assumed by Purchaser

1. Developer Agreement No. 00301, dated February 10, 2000, between United Water Florida Inc. and Chrysler Realty Company.
2. Developer Agreement No. 00320, dated June 20, 2000, between United Water Florida Inc. and DCD Industries, Inc.
3. Developer Agreement No. 00308, undated in year 2000, acknowledged May 2 & 5, 2000, between United Water Florida Inc. and CBL & Associates Management, Inc.
4. Developer Agreement No. 00326, dated September 6, 2000, between United Water Florida Inc. and Cimarrone Homeowners Association.
5. Developer Agreement No. 00321, dated June 27, 2000, between United Water Florida Inc. and G. F. Florida Operating Alpha, Inc.
6. Developer Agreement No. 00323, dated August 7, 2000, between United Water Florida Inc. and Flora Parke Development, Inc.
7. Developer Agreement No. 00324, dated March 28, 2001, between United Water Florida Inc. and Flora Parke Development.
8. Developer Agreement No. 00329, dated September 13, 2000, between United Water Florida Inc. and Hidden Harbor, LLP.
9. Developer Agreement No. 00333, dated October 30, 2000, between United Water Florida Inc. and Ardev, L.L.C.
10. Developer Agreement No. 00310, dated June 26, 2001, between United Water Florida Inc. and North Hampton, LLC.
11. Developer Agreement No. 00335, undated in year 2000, acknowledged November 6 and 8, 2000, between United Water Florida Inc. and Landmar Resorts, Inc. (first page has North Hampton, LLC crossed out and Landmar Resorts, Inc. written in).
12. Developer Agreement No. 00336, undated in year 2000, acknowledged November 6 and 8 between United Water Florida Inc., and North Hampton, LLC on cover page – signature page refers to Landmar Resorts, Inc.

13. Developer Agreement No. 00334, undated in year 2000, acknowledged November 3 and 8, between United Water Florida Inc. and North Hampton, LLC on cover page – signature page refers to Landmar Resorts, Inc.
14. Developer Agreement No. 00332, dated August 22, 2000, between United Water Florida Inc. and Conquest Realty, Inc.
15. Developer Agreement No. 00316, dated May 17, 2000, between United Water Florida Inc. and EcoVenture PVB, LTD.
16. Developer Agreement No. 00330, dated October, 2000, between United Water Florida Inc. and South Hampton Developers. Acknowledged October 16 and 19.
17. Developer Agreement No. 00340, dated December 14, 2000, with MHK of Volusia County, Inc. (first page has Intervest Construction, Inc. crossed out and MHK of Volusia Inc. written in).
18. Developer Agreement No. 00331, undated in 2000, between United Water Florida Inc. and Fortress Homes & Communities of Florida, acknowledged November 13 and 14.
19. Developer Agreement No. 00309, dated May 16, 2000, between United Water Florida Inc. and State of Florida Department of Transportation, with Addendum No. 1 dated May 16, 2000, and Supplemental Agreement dated May 16, 2000.
20. Developer Agreement No. 00307, dated November 29, 1999 between United Water Florida Inc. and Nassau Lakes Apartments, LLC (typed as 99332, crossed out and 00307 written in).
21. Developer Agreement No. 00338, dated February 2, 2001, between United Water Florida Inc. and Nassau County Board of County Commissioners.
22. Water and Wastewater Agreement between United Water Florida Inc. and South Hampton Developer, dated September 6, 2001.
23. Developer Agreement No. 01331, undated in 2001, between United Water Florida Inc. and Cimarrone Homeowner's Association, UNSIGNED.
24. Developer Agreement No. 01306, dated March 8, 2001, between United Water Florida Inc. and Lakepoint South, LLC.
25. Developer Agreement No. 01304, undated in 2000, between United Water Florida Inc. and Makela Corporation, acknowledged February 27 and 28, 2001.
26. Developer Agreement No. 01314, dated August 1, 2001, between United Water Florida Inc. and Gate Petroleum Company.

27. Developer Agreement No. 01315, dated August 14, 2001, between United Water Florida Inc. and Ocean Reach Joint Venture.
28. Developer Agreement No. 01301, undated in 2001, between United Water Florida Inc. and Ocean Grande & Serenata Beach, LLC, dated January 9, 2001, next to signature of developer.
29. Developer Agreement No. 01307, undated in 2001, between United Water Florida Inc. and B. J. Alan Company, UNSIGNED.
30. Applicant Agreement No. 99308, dated August 26, 1999, between United Water Florida Inc. and Sun Suites of Jacksonville, LLC.
31. Construction Agreement No. 99303, dated November 9, 1999, between United Water Florida Inc. and Ponte Vedra Corporation.
32. Developer Agreement No. 01310, undated in 2001, between United Water Florida Inc. and Southeastern Property Investments, Inc., acknowledged August 3 and 6, 2001.
33. Developer Agreement No. 01303, undated in 2001, between United Water Florida Inc. and South Hampton Partners, LTD, acknowledged February 16, 2001, with Addendum No. 1 thereto undated in October 2000, signed and acknowledged by developer only on February 16, 2001.
34. Developer Agreement No. 99336, dated December 7, 1999, between United Water Florida Inc. and Discount Auto Parts, Inc.
35. Developer Agreement No. 99328, dated September 8, 1999, between United Water Florida Inc. and Dr. Frank D'Anna.
36. Developer Agreement No. 99324, dated December 6, 1999, between United Water Florida and Ocean Reach Joint Venture.
37. Developer Agreement No. 99326, dated December 9, 1999, between United Water Florida Inc. and River Oaks Joint Venture.
38. Developer Agreement No. 01305, dated March 6, 2001, between United Water Florida Inc. and Eco Venture PVB, LTD.
39. Developer Agreement No. 01302, dated August 23, 2000, between United Water Florida Inc. and Hosanna House.
40. Developer Agreement No. 01312, dated July 25, 2001, between United Water Florida Inc. and IR&D, Inc.

41. Developer Agreement No. 01316, dated August 31, 2001, between United Water Florida Inc. and Allison Lands, Inc.
42. Developer Agreement No. 01319, dated September 27, 2001, between United Water Florida Inc. and Meadowfield Joint Venture.
43. Water and Wastewater Agreement, dated November 15, 2001, between United Water Florida Inc. and Nassau County School Board.
44. Developer Agreement No. 01324, Dated December 12, 2001, between United Water Florida, Inc. and South Hampton Developers, LLC
45. Developer Agreement No. 01322, dated December 13, 2001, between United Water Florida, Inc. and Michael Adams Construction, Inc.
46. Developer Agreement No. 01323, dated December 14, 2001 between United Water Florida , Inc. and Ponte Vedra East, LLC

**Service Agreements Assumed by Purchaser that Contain Refund Provisions**

47. Developer Agreement No. 00337, dated November 17, 2000, between United Water Florida Inc. and Ash Properties.
48. Developer Agreement No. 00305, dated March 8, 2000, between United Water Florida Inc. and Badger I Ltd.
49. Developer Agreement No. 00315, dated May 16, 2000, between United Water Florida Inc. and Serenata Beach Club, L.L.C. (Serenata No. 1).
50. Water and Wastewater Service Agreement No. 99302, dated March 15, 1999, between United Water Florida Inc. and Nassau County Commission.
51. Developer Agreement No. 99315, dated January 4, 2000, between United Water Florida Inc. and St. Joe Residential Acquisitions, Inc.
52. Developer Agreement No. 99312, dated March 30, 1999, between United Water Florida Inc. and Two Ten Properties, Inc.
53. Developer Agreement No. 970015RSJ, dated June 26, 1997, between United Water Florida Inc. and Emro Marketing.
54. Developer Agreement No. 99331, dated December 7, 1999, between United Water Florida Inc. and FCCJ.



55. Developer Agreement No. 98309, dated June 30, 1998, between United Water Florida Inc. and FDOT.
56. Developer Agreement No. 96302, dated April 10, 1996, between United Water Florida Inc. and Christ Episcopal Church.
57. Developer Agreement No. 95206/95207, dated February 28, 1995, between United Water Florida Inc. and Bestar Funding Corporation.
58. Developer Agreement No. 97325, dated December 11, 1997, between United Water Florida Inc. and Beazer Homes Corporation.
59. Developer Agreement No. 97308, dated May 19, 1997, between United Water Florida Inc. and Isser Partnership.
60. Developer Agreement No. 98310, dated March 24, 1998, between United Water Florida Inc. and LGL Management, Inc.
61. Developer Agreement No. 01320, dated November 27, 2001, between United Water Florida Inc. and YPC, Inc.
62. Developer Agreement No. 00306, dated March 13, 2000, between United Water Florida Inc. and Switzerland Partnership.

REFUND SUMMARY SHEET

12/15/01

This designates that the developer agreements highlighted are the same but with refund provisions for both an outside developer and UWFL as Developer

Developer Due Refunds UWFL/Outside	Developer Signature or project name	Developer #	Execution Date	Refund Term Years	Refund Termination Date	Balance Due Developer	Calculation Spreadsheet, Y/N	Calculation Spreadsheet file name	Map Located Y/N	Plan Sheet Y/N	Plan Sheet No	Comments
Outside	Emro Marketing	07001SRSJ	6/26/97	7	6/26/04	\$300,365.60	Y	Refund-Marathon Oil.xls	Y	Y	232	
Outside	Two Ten Properties Inc	99312	3/30/99	7	3/30/06	\$74,330.39	Y	Refund-210 Plaza.xls	Y	Y	278	
Outside	Badger I, LTD	00305	3/8/00	7	3/8/07	\$114,994.00	Y	Refund-Badger Ind Park.xls	Y	Y	347	
Outside	FCCJ	99331	12/7/99	see note	-	\$257,134.82	Y	Refund-FCCJ.xls	Y	Y	303	
Outside	FDOT	98309	6/30/98	7	6/30/05	\$541,825.97	Y	Refund-FDOT-US17	Y	Y	-	No Plan No - plans filed w/ Engineering
Outside	Christ Episcopal Church	98302	4/10/96	7	4/10/03	\$31,290.52	Y	Refund-ChrstEpscpc Church.xls	Y	Y	212	
Outside	Bestar Funding Corp	95206/95207	2/28/95	7	2/28/02	\$26,201.64	Y	Refund-Cunninghamcrk.xls	Y	Y	188	
Outside	Beazer Homes Corp	97325	12/11/97	7	12/11/04	\$30,756.02	Y	Refund-Southlake-Unit one.xls	Y	Y	248	
Outside	Isser Partnership	97308	5/19/97	7	5/19/04	\$82,392.56	Y	Refund-St Johns Bluff Rd.xls	Y	Y	222	
Outside	LGL Management Inc	98310	3/24/98	7	3/24/05	\$28,043.45	Y	Refund-Tradewinds	Y	Y	249	
Outside	Nassau County Comm	99302	3/15/99	see note	-	\$371,759.00	N	-	Y	Y	274	
Outside	Switzerland Partnership	00306	3/13/00	7	3/13/07	\$889,745.94	Y	Refund-Bartram Plantation	Y	Y	326	This is the developer's refund share of the extensions
Outside	St. Joe Residential Acq. Inc	99315	1/4/00	7	1/4/07	\$139,658.00	N	-	Y	Y	283	
Outside	Ash Properties	00337	11/17/00	7	11/17/07	\$0.00	N	-	Y	Y	341	see note
Outside	Serenata Beach Club LLC	00315	5/16/00	7	5/16/07	\$0.00	N	-	N	Y	328	see note
Outside	YPC, Inc	01320	11/27/01	7	11/27/08	\$496,435.00	N	-	Y	Y	402	
Subtotal Due Outside Developers						\$3,393,932.91						
UWFL	UWFL/Bartram Plantation	00306	3/13/00	7	3/13/07	\$259,094.66	Y	Refund-Bartram Plantation	Y	Y	326	This is UWFL's refund share of the extensions
UWFL	Switzerland Partnership	00306	3/13/00	7	3/13/07	\$259,094.66	Y	Refund-Bartram Plantation	Y	Y	326	This is UWFL's refund share of the extensions
Subtotal Due UWFL as Developer						\$518,189.32						
Total Due						\$3,912,122.23						

Current through 12/15/01 - To be updated periodically, as needed, thereafter.

Exhibit "F"  
Contracts and leases

1. License Agreement, dated November 15, 1999, between Highwoods/Florida Holdings LP and United Water Florida, Inc.
2. Agreement, dated August 10, 1999, between CH2M Hill and United Water Florida.
3. Short-Space Agreement, dated April 22, 1999, between Georgia Power Company and United Water Florida.
4. Agreement for the Operation of Multiple Address System Stations in the Private Operational-Fixed Microwave Radio Service with Spacing Criteria Less than that Specified by the Federal Communications Commission, dated April 22, 1999, between Georgia Power Company and United Water Florida.
5. Tower Use Agreement, dated August 8, 1998, between State of Florida, Department of Transportation and United Water Florida.
6. Lease Agreement, dated June 21, 1995, between United Water Florida, Inc. and Jacksonville Cellular Telephone Company.
7. Spray Irrigation Agreement, dated November 19, 1993, between Jacksonville Suburban Utilities Corporation and Ponte Vedra Corporation.
8. Lease Agreement by and between Ocean Highway and Port Authority of Nassau County, Florida and United Water Florida Inc., dated February 25, 1999.
9. Monitoring Agreement by and between United Water Florida Inc. and Y.P.C., Inc., dated August 29, 2001.
10. Agreement by and between Prince Contracting Company, Inc. and United Water Florida Inc., dated March 31, 2000, for sewer line inspection and repair.

Exhibit "G"

Permitted Encumbrances

**Exhibit G**  
Permitted Encumbrances

County	RealEst#/TxPar#	Property Address/Description	Permitted Encumbrances
Duval	013864-0000	11-3S-25E - Georgetown Estates - Tracts B&C	Concrete driveway and fence encroachments
Duval	108805-0000	Lot 5, Bon Air	Possible fence encroachment
Duval	154909-0000	Lot 14, Block 4 Greenfield Man Subdivision	Possible fence encroachment
Duval	180085-0000	Lot 5, Block 1 Pablo Pines - Unit One	Slight fence encroachment
Duval	152322-0000	Tract A - San Jose Manor Unit A	Slight fence encroachment
Duval	096074-0000	Tract C - Oak Hill Unit 6	Sewer manhole on line - no recorded easement shown on survey; Overhead electric lines - no recorded easement - vacant lot
Duval	014790-0000	Tract A - Enchanted Park - Unit Two	Possible fence encroachment
Duval	120161-0000	Tract B - Arlington Hills - Unit No. 9-D	Possible fence encroachment
Duval	143152-0001-0	LS - Alderman Park Unit No 10	Possible fence encroachment
St. Johns	9770-0071	Tract CCC- Ivy Lakes at Cunningham Creek	Possible fence encroachment
St. Johns	50979-0210	Tract in Gov. Lot 4, Sec.15, Twp 3S, Range 29E	Concrete encroachment
St. Johns	61505-0000	Part of Gov. Lot 10, Sec.27, Twp 3S, Range 29E	Landscaping and pond encroachments

Exhibit "H"

Service Area

1. Service area as specifically defined in Certificate Number 236 – W, granted by the Florida Public Service Commission, authorizing United Water Florida, Inc. to provide water service in the territory described by Orders of the Commission.

2. Service area as specifically defined in Certificate Number 179 – S, granted by the Florida Public Service Commission, authorizing United Water Florida, Inc. to provide wastewater service in the territory described by Orders of the Commission.

Exhibit "I"

Employees

1. See attached Exhibit "I1" Direct Hires.
2. See attached Exhibit "I2" Contract Hires.

Exhibit "I1"  
Direct Hires

United Water Florida

H = Hourly  
S=Salaried

Austin,Linda M	H
Bachmeier,Roger F	H
Ball,Jeff T	S
Barrett III,Arthur	S
Barrington,Joel C	H
Braddock,Craig L	H
Brown,Cynthia K	H
Brown,Larry G	H
Browning Jr,Clifton E	H
Butler,Fredrick R	H
Castor,James L	H
Chasse,Daniel P	H
Childers,Rose M	H
DeMay,Robin Y	H
DeNagy,David B	S
Devereaux,Milton L	H
Fairchild,James E	H
Fischer,Eric S	H
Frint,Kenneth L	S
Gale,Harold T	H
Garraway,Prentiss M	H
Glover,Sherry L	H
Godsey,Jody N	H
Gregus,Mary M	H
Greig,Nigel J	H
Grimes,Gordon E	S
Hamby,Kelvin E	H
Harvey,James J	H
Henderson,George P	H
Howard,Chris J	H
Iuliano,Kristy E	S
Jackson,Carole M	H
Johnson,Tracey D	H
Jones,Michael L	S
Kavanaugh,Jacklyn A	H
Keener,Diana D	H
King,Angelo B	H
Lamach,Harland J	H
Leach,Paul J	H
Little,Kenneth J	H
Maldonado,Jorge Luis	H
McCully,James J	H
Mixon,Simpson A	H
Mobley,Willie J	H
Parks,Lisa M	S

\*\* Application not provided yet



**Exhibit "I1"**  
**Direct Hires**

Pine, John B	S
Price, Ron D	H
Ricker, Virginia E	H
Riggs, Robert L	H
Robinson, Gigi P	H
Rowell, James B	H
Saunders, Whitney D	S
Schweizer, Carol M	H
Smith, Shannon J	H
Smith, Tyler N	H
Stewart, Ian L	S
Temple, David A	H
Turner, Caswell S	S
Willey, Laurence P	H
Williams, Frederick E	H

**Number of Employees:**

60

Exhibit "I2"  
Contract Hires

United Water Florida

H = Hourly  
S=Salaried

Anderson, Duane T	H
Lawendowski, Steven J	H
Reynolds, Jason K	H
Velez, David	H

Number of Employees:  
4

Exhibit "J"

Unexpired Material, Equipment and Performance Warranties

None

Exhibit "K"

Service Accounts

1. Database of Seller Service Accounts as provided to Purchaser via electronic media.

Exhibit "L"

Employment Agreement

Contract Employee

Name:

**JEA  
SPECIAL PURPOSE EMPLOYMENT AGREEMENT  
LONG TERM**

THIS AGREEMENT, made and entered into in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2000 between the JEA, a body politic and corporate under the laws of Florida, hereinafter referred to as JEA, and \_\_\_\_\_ hereinafter referred to as EMPLOYEE.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and obligations hereinafter set forth, JEA and the EMPLOYEE do hereby agree as follows:

1. EMPLOYMENT: JEA hereby employs EMPLOYEE as Contract Meter Reader of JEA and the EMPLOYEE hereby accepts said employment, in accordance with the Job Specification, a copy of which is attached hereto and by this reference made a part hereof, and the terms and conditions herein set forth. Notwithstanding any provision of this Agreement to the contrary, including without limitations said Job Specification, said employment is at the pleasure of JEA.
2. TERM: The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2000 and terminate on the \_\_\_\_ day of \_\_\_\_\_, 2000 unless terminated prior to that date; provided that JEA may at its sole option and prior to the termination of this Agreement, extend this contract for an additional consecutive one year term at and for the same terms and conditions herein set forth.

SERVICE OF EMPLOYEE: The EMPLOYEE represents and covenants that EMPLOYEE possesses the educational and experiential qualifications to perform said duties and responsibilities in a competent manner, as set forth in said Job Specification. The EMPLOYEE agrees to do and faithfully perform the services required by JEA in accordance with said Job Specification and shall be able and willing to perform such other duties and responsibilities

therein, as may be assigned from time to time by EMPLOYEE'S supervisor or other management personnel of JEA. EMPLOYEE shall be required to work a minimum of 40-hours during each work week hereinafter defined less holidays.

4. PAYMENT TO EMPLOYEE:

A. WAGES: For all services actually and faithfully performed by EMPLOYEE, JEA shall pay to EMPLOYEE wages not to exceed \$\_\_\_\_\_ per meter route, defined as approximately 5.5 hours of scheduled read time.

B. OVERTIME: The wages indicated above are predicated on a not to exceed a 40-hour work week, which work week shall be defined as the period from 12:01 a.m. on Monday to 12 Midnight on the following Sunday. Should the EMPLOYEE be required to work more than 40 hours in a work week, he shall be compensated at a piecework job rate as defined in Paragraph 520 of the Fair Labor Standards Act. Should the employee be required to work on a paid holiday, he shall be compensated at his regular hourly straight time rate for all routes worked on said holiday. Routes worked on Saturday shall be paid at 1.5 times the regular route time.

C. MAXIMUM INDEBTEDNESS: Notwithstanding any provision of this Agreement to the contrary, the maximum amount to be expended by JEA pursuant to this Agreement shall not exceed \$\_\_\_\_\_.

5. FRINGE BENEFITS:

A. PAID HOLIDAYS: The EMPLOYEE may be afforded all of the paid holidays, with no loss of pay, which are normally provided by JEA to its employees, (including one personal leave day if the employee was initially hired before December 1, 1992). For the purposes of computing hours worked in a week, holidays shall be considered as 8 hours.

B. ANNUAL LEAVE: The EMPLOYEE shall be entitled to up to twelve (12) days of paid leave to be accrued at .0462 hours per paid hour during the term of this Agreement.

Overtime hours are excluded from the leave accrual. Leave time is to be taken during the term hereof and subject to prior approval of the EMPLOYEE's supervisor.

- C. UNPAID LEAVE: The EMPLOYEE may be granted unpaid leave during the term of this Agreement when requested by the EMPLOYEE and upon prior approval of the EMPLOYEE's supervisor.
  - D. FORFEITURE OF LEAVE: Any and all leave to which EMPLOYEE is entitled to take during the term of this Agreement shall be taken during the term hereof and such leave not so taken prior to the termination of this Agreement shall be forfeited by EMPLOYEE and EMPLOYEE shall make no demand or claim therefore.
  - E. TRAVEL EXPENSES: Should the EMPLOYEE be required to use his personal vehicle on official, authorized business, EMPLOYEE shall be reimbursed at the prevailing mileage reimbursement rate. Should the EMPLOYEE be required to travel out of the City on official business, he shall be reimbursed in accordance with the prevailing travel regulations.
  - F. WORKERS' COMPENSATION INSURANCE: The EMPLOYEE shall be covered by the Workers' Compensation Insurance Program of JEA during the term of this Agreement.
- 6. TERMINATION: This Agreement may be terminated at any time at the pleasure of JEA.
  - 7. AMENDMENT: This Agreement may be amended from time to time by mutual written agreement of the parties hereto.
  - 8. SUPERSEDURE: This Agreement supersedes all prior and contemporaneous written or oral agreements between the parties hereto.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year above first written, in Duval County, Florida.

ATTEST:

JEA

\_\_\_\_\_

BY \_\_\_\_\_

Joan Clark, VP Employee Services

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_

HEREBY CERTIFY that the expenditures contemplated by the foregoing Agreement have been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Robert C. Dix, Controller

JEA

FORM APPROVED:

\_\_\_\_\_  
Office of General Counsel

Exhibit "M"

Credits

1. Credit to Purchaser for pre-paid meter installation fees in the amount of \$9,150.

Exhibit "N"

Operations Agreement

In the form executed by the parties of even date

Exhibit "O"  
Representations and Warranties Exceptions

1. Holly Oaks WWTP. By letter dated April 25, 2001, the DEP notified UWF of a minor out-of-compliance violation because from January 2000 through January 2001, the Holly Oaks WWTP exceeded its annual permitted capacity by approximately one percent (1%). The present flow at the plant is 1.02 mgd. Additionally, UWF advised the DEP that the Holly Oaks WWTP failed bioassay sampling in July and August, 2001 in one out of three samples. UWF has filed an application for revision of its permit with DEP to increase its permitted capacity from 1.0 mgd to 1.15 mgd and has agreed to conduct month-by-month bioassay sampling for an unspecified period of time in order for DEP to determine whether stormwater is negatively impacting bioassay results. The DEP has advised UWF that a Consent Order will probably be issued as part of the permit that will require an anti-degradation analysis and a schedule identifying any potential improvements to the facility or the retirement of the facility.

2. Monterey Wastewater Treatment Plant Outfall. DEP has included an Administrative Order in the draft permit for the Monterey WWTP which requires review and investigation of alternatives for the repair and/or maintenance to the air relief mechanism for the facility's outfall line. The A.O. includes a compliance schedule for the completion of the initial investigation by March 31, 2002 and the improvements by October 1, 2002. The DEP has granted a three-month extension of time to comply with each requirement of the Consent Order.

3. DEP investigation at Monterey WWTP. In late 2000, DEP opened an enforcement investigation into UWF's procedures for pH monitoring and record keeping at this facility (WL00-0024-DW16-NED). In April 2001, UWF provided information demonstrating that continuous monitoring is not applicable under the terms of the permit for this facility and that a previous operator reporting error had resulted in the provision of data that did not accurately reflect discharge levels. UWF has since submitted corrected reports to DEP and has modified its sampling procedures to ensure future reporting compliance. DEP has taken no further action since the provision of information by UWF in April 2001.

4. Lift Station Overflows

a. Lums Lift Station. UWF entered into a Consent Order with RESD regarding overflows at the Lums Lift Station in August, 2000 (WP-00-08). UWF paid a fine of \$16,882.

b. Lums Lift Station. UWF received a notice dated July 20, 2001 alleging violation of Environmental Protection Board ("EPB") code from the City of Jacksonville Regulatory & Environmental Services Division ("RESD") due to

mechanical failure which caused an overflow condition at the Lums Lift Station on May 31 and June 3, 2001 (WP-01-13). UWF responded in a July 30, 2001 letter stating that the alleged contamination was from another source, and requesting that any corrective action be incorporated with the consent order being issued on the Lucina Lift Station. See item 4c, below.

c. Lucina Lift Station. UWF received a December 21, 2000 notice of violation of EPB Code from the RESD concerning a November 27, 2000 overflow at the Lucina Lift Station. (WP-00-15). UWF responded on January 4, 2001. The mechanical condition has been corrected and UWF has provided RESD with information relative to lift station preventive maintenance program and proposed installation of five lift station RTUs in Duval County. UWF has also provided, at RESD's request and as a condition of the pending consent order, information relative to completion by UWF of supplemental environmental projects.

d. Woodleigh Lift Station. UWF received a notice from RESD dated October 18, 2001 alleging violation of EPB code from RESD due to mechanical failure which caused an overflow condition at the Woodleigh Lift Station (WP-01-20). UWF responded in an October 30, 2001 letter explaining that rodent infestation caused the electrical malfunction and resulting lift station failure and outlining corrective actions taken.

On December 13, 2001, UWF signed a Consent Order with RESD with regard to Citations WP-00-15, WP-01-13, and WP-01-20 (items 4b, 4c, and 4d) above. UWF has agreed to pay a fine in the amount of \$39,954.78. UWF is awaiting approval of the Consent Order by the Environmental Protection Board of the City of Jacksonville.

5. Royal Lakes WWTP influent force main break. By letter dated August 27, 2001, DEP notified UWF of possible violations due to an influent force main break at this facility on August 11, 2001 which resulted in a discharge of approximately 1.5 mg of sewage (WL01-0004-DW16-NED). UWF provided DEP with information relative to the cause of the break, efforts to mitigate the discharge, and sample analysis of waterways receiving discharge. In October, 2001, UWF entered into a Consent Order with the DEP to resolve this matter, with a fine imposed in the amount of \$10,000.

6. Royal Lakes force main break. By letter dated May 2, 2001, UWF responded to an April 24, 2001 warning letter from DEP regarding a force main break that occurred on April 7, 2001 at the intersection of Western Way and Baymeadows Road in the Royal Lakes system. This break was caused by the actions of a third party contractor.

7. Blacks Ford WWTP. UWF received a notice of violation dated June 27, 2000 concerning the permit limits for nitrogen and ammonia at the Blacks Ford WWTP occurred during August through December 1999. UWF explained to the DEP that the excursions were the result of placing the new wastewater facility in operation.

8. Royal Lakes WTP. A Notice to Correct Source of Pollution/Violation was issued October 2, 2001 by RESD following a September 25, 2001 inspection based on alleged failure to meet performance standards for tanks installed before July 13, 1998 by not properly color-coding fill boxes. Corrective action, which was required to be taken before December 25, 2001, has been implemented, and RESD has been advised of same.

9. Monument Road WTP. A Notice to Correct Source of Pollution/Violation was issued October 2, 2001 by RESD following a September 25, 2001 inspection based on alleged failure to meet performance standards for tanks installed before July 13, 1998 by failing to coat the tank or integral piping exterior and failure to meet repair, operation and maintenance standards by failing to provide access to, or removing water and regulated substances from spill containment, dispenser liners, pumps and piping sumps. Corrective action, which was required to be taken before December 25, 2001, has been implemented, and RESD has been advised of same.

10. San Pablo/Marshview. By letter dated July 13, 2001, the St. Johns River Water Management District issued a notice of violation to UWF with regard to the San Pablo/Marshview Consumption Use Permit No. 821. The notices required that the flow meter(s) be tested within 30 days of receipt of the letter and results submitted to the WMD. UWF promptly submitted the results, and no further action was taken.

11. Cope Farms Site. On May 29, 1997, UWF received a warning letter from the DEP alleging that residuals from the Royal Lakes, Ortega Hills, Holly Oaks, Monterey, Jacksonville Heights, San Jose, San Pablo, Ponte Vedra, St. Johns North, Sun Ray and Lofton Oaks WWTPs were being improperly disposed of at the Cope Farms Site. The letter stated that residuals were being stored in piles, that there was visible ponding of residuals at the site, that cattle were grazing on and near the residuals, that residuals were located less than 200 feet from a class III water body, and that the groundwater depth appeared to be less than two feet as indicated by the ponding on the site. UWF advised the DEP that the sludge hauler was responsible in this case.

12. Craig Airport litigation. Litigation between JEA and UWF over provision of water service to Craig Airport. (*United Water Florida Inc. v. JEA et al*, Case No. 99-1728-CA Div CV-D, filed in the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Duval County). UWF has agrees to release all claims with respect thereto and file a Motion to Dismiss with Prejudice.

13. Lighthouse Pointe Subdivision. Unresolved dispute with developer over cost of main extensions and/or construction of water plant to serve proposed Lighthouse Pointe Subdivision in Nassau County. Developer is seeking cost-sharing arrangement with UWF for provision of facilities to serve development. UWF has informed developer of his obligation to fund cost of main extensions and/or water plant. Suit has been threatened.

14. Consent Order between United Water Florida, Inc. and the St. Johns River Water Management District pertaining to the Nassau County Service Area, Consumptive Use Permit No. 942.

15. Consent Order between United Water Florida, Inc. and the St. Johns River Water Management District pertaining to the St. Johns North Service Area, Consumptive Use Permit No. 1089.

Exhibit "P"  
Environmental Compliance Exceptions

1. Holly Oaks WWTP. By letter dated April 25, 2001, the DEP notified UWF of a minor out-of-compliance violation because from January 2000 through January 2001, the Holly Oaks WWTP exceeded its annual permitted capacity by approximately one percent (1%). The present flow at the plant is 1.02 mgd. Additionally, UWF advised the DEP that the Holly Oaks WWTP failed bioassay sampling in July and August, 2001 in one out of three samples. UWF has filed an application for revision of its permit with DEP to increase its permitted capacity from 1.0 mgd to 1.15 mgd and has agreed to conduct month-by-month bioassay sampling for an unspecified period of time in order for DEP to determine whether stormwater is negatively impacting bioassay results. The DEP has advised UWF that a Consent Order will probably be issued as part of the permit that will require an anti-degradation analysis and a schedule identifying any potential improvements to the facility or the retirement of the facility.

2. Monterey Wastewater Treatment Plant Outfall. DEP has included an Administrative Order in the draft permit for the Monterey WWTP which requires review and investigation of alternatives for the repair and/or maintenance to the air relief mechanism for the facility's outfall line. The A.O. includes a compliance schedule for the completion of the initial investigation by March 31, 2002 and the improvements by October 1, 2002. The DEP has granted a three-month extension of time to comply with each requirement of the Consent Order.

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stating that the alleged contamination was from another source, and requesting that any corrective action be incorporated with the consent order being issued on the Lucina Lift Station. See item 4c, below.

c. Lucina Lift Station. UWF received a December 21, 2000 notice of violation of EPB Code from the RESD concerning a November 27, 2000 overflow at the Lucina Lift Station. (WP-00-15). UWF responded on January 4, 2001. The mechanical condition has been corrected and UWF has provided RESD with information relative to lift station preventive maintenance program and proposed installation of five lift station RTUs in Duval County. UWF has also provided, at RESD's request and as a condition of the pending consent order, information relative to completion by UWF of supplemental environmental projects.

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On December 13, 2001, UWF signed a Consent Order with RESD with regard to Citations WP-00-15, WP-01-13, and WP-01-20 (items 4b, 4c, and 4d) above. UWF has agreed to pay a fine in the amount of \$39,954.78. UWF is awaiting approval of the Consent Order by the Environmental Protection Board of the City of Jacksonville.

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9. Monument Road WTP. A Notice to Correct Source of Pollution/Violation was issued October 2, 2001 by RESD following a September 25, 2001 inspection based on alleged failure to meet performance standards for tanks installed before July 13, 1998 by failing to coat the tank or integral piping exterior and failure to meet repair, operation and maintenance standards by failing to provide access to, or removing water and regulated substances from spill containment, dispenser liners, pumps and piping sumps. A written response as to the cause of violation and corrective action was required by October 15, 2001, and corrective action is required to be taken before December 25, 2001.

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13. Consent Order between United Water Florida, Inc. and the St. Johns River Water Management District pertaining to the St. Johns North Service Area, Consumptive Use Permit No. 1089.

14. Water and wastewater permit exceedances as indicated on the attached listings.

## UWF Wastewater Permit Exceedances for 2000

Jan Ponte Vedra exceeded NH3 daily limit of 2.0 mg/L on 1/13 (2.50).

Feb none

March Ponte Vedra exceeded NH3 daily limit of 2.0 mg/L on 3/23 (4.60).

April none

May Blacks Ford exceeded Total N limit of 6.0 mg/L on 5/18 (7.70).  
Lofton Oaks exceeded Fecal coliform limit of 800 on 5/2 (>800).  
Ponte Vedra exceeded NO3 limit of 12.0 mg/L on 5/11 (13.97).

June Blacks Ford exceeded Total N limit of 6.0 mg/L on 6/22 (7.40).  
Royal Lakes exceeded un-ionized ammonia limit of 0.04 mg/L on 6/15, 6/22, and 6/29.

July Blacks Ford exceeded Total N limit of 6.0 mg/L and annual average limit.  
Ponte Vedra exceeded NO3 limit of 12.0 mg/L on 7/20 (12.30).

Aug Blacks Ford exceeded Total N monthly and annual average limits.  
Ponte Vedra exceeded NH3 limit of 2.0 mg/L on 8/31 (2.10).  
Ponte Vedra exceeded NO3 limit of 12.0 mg/L on 8/24 (12.40).

Sept Blacks Ford exceeded Total N monthly and annual average limits.

Oct Blacks Ford exceeded Total N annual average limit.  
Holly Oaks exceeded NH3 limit of 3.0 mg/L on 10/26 (7.30).  
Ponte Vedra exceeded NO3 limit of 12.0 mg/L on 10/5 (14.16) and 10/12 (15.48).

Nov Blacks Ford exceeded Total N limit of 4.5 mg/L on 11/21(14.64).  
Blacks Ford exceeded NH3 monthly limit of 2.0 mg/L.  
Ponte Vedra exceeded NO3 limit of 12.0 mg/L on 11/2 (16.70) and 11/9 (18.00).  
Ponte Vedra exceeded fecal coliform limit of 25 on 11/27 (66).  
Ponte Vedra exceeded TSS limit of 5.0 mg/L on 11/27 (15.8).  
San Pablo exceeded TKN limit of 6.0 mg/L on 11/9 (11.00) and 11/16 (11.00).  
San Pablo exceeded TKN monthly limit of 5.0 mg/L (5.48).

Dec Blacks Ford exceeded Total N annual average limit of 3.0 mg/L (4.03).  
Ponte Vedra exceeded NH3 limit of 2.0 mg/L on 12/28 (6.40).  
San Pablo exceeded TKN limit of 8.0 mg/L on 12/14 (8.60) and 12/28 (9.30).

## UWF Wastewater Permit Exceedances for 2001

- Jan Blacks Ford exceeded annual average limit of 3.0 mg/L for Total N (4.27).  
Blacks Ford exceeded Total N daily limit of 6.0 mg/L on 1/16 (7.10) and 1/18 (7.04).  
Blacks Ford exceeded Total NH<sub>3</sub> monthly average limit of 2.0 mg/L (2.94).  
Nassau Regional exceeded TSS weekly max of 45.0 mg/L on 1/25 (112.0).  
Nassau Regional exceeded TSS monthly average limit of 30.0 mg/L (57.5).
- Feb Blacks Ford exceeded annual average limit of 3.0 mg/L for Total N (4.40).
- March Blacks Ford exceeded annual average limit of 3.0 mg/L for Total N (4.44).  
Nassau Regional exceeded NO<sub>3</sub> limit of 12 mg/L on 3/8 (13.20).  
Royal Lakes exceeded un-ionized NH<sub>3</sub> limit of 0.04 mg/L on 3/1 (0.071) and 3/15 (0.067).  
San Jose exceeded CBOD limit of 15 mg/L on 3/29 (15.8).
- April Blacks Ford exceeded annual average limit of 3.0 mg/L for Total N (4.51).
- May Blacks Ford exceeded annual average limit of 3.0 mg/L for Total N (4.13).  
Royal Lakes exceeded un-ionized NH<sub>3</sub> limit of 0.04 mg/L on 5/10 (0.04475).
- June Blacks Ford exceeded annual average limit of 3.0 mg/L for Total N (4.09).

# United Water Florida

## Drinking Water Violations

The following drinking water systems have a violation for exceedance of the Total Coliform Maximum Contaminant Level.

Arlington Grid	FL2161326	April 1995	3 total coliform positive samples (3 of 30)
Arlington Grid	FL2161326	Sept 1998	2 total coliform positive samples (2 of 30)
Royal Lakes WTF	FL2160980	Jan 1995	2 total coliform positive samples (2 of 30)
San Jose WTF	FL2160995	Sept 1995	2 total coliform positive samples (2 of 25)
St Johns North WTF	FL2554345	June 2001	2 total coliform positive samples (2 of 7)

Ponce de Leon Grid system (FL2554334) has a history of exceeding the secondary standards for Sulfate and TDS. Recent analysis results (March 2000) are as follows:

	<u>Sulfate (mg/L)</u>	<u>TDS (mg/L)</u>
Ponce de Leon WTF	310	668
A1A North WTF	190	534
A1A South WTF	220	626

Exhibit "Q"

Transition Services Agreement

In the form executed by the parties of even date

## Exhibit "R"

### Third Party Consents

1. Approval, by unanimous vote on December 18, 2001 by the Ocean Highway and Port Authority of Nassau County, Florida, of assignment to Purchaser by United Water Florida Inc. of United Water Florida Inc.'s interest in Lease Agreement dated February 25, 1999 between Ocean Highway and Port Authority of Nassau County, Florida and United Water Florida Inc.

Exhibit "S"

Title Insurance Allocation

1. Duval County: \$18,445,000.00
2. St. Johns County: \$11,098,382.00
3. Nassau County: \$12,956,618.00