

ACCESS AGREEMENT

This ACCESS AGREEMENT (the "Agreement") is made as of this 17th day of July, 2003, by and between Florida Water Services Corporation, a Florida Corporation (hereinafter "Florida Water"), and Nassau County, a political subdivision of the State of Florida (hereinafter "County").

WHEREAS, Florida Water currently possesses certain original documents, maps, drawings, etc. (hereinafter "Originals") pertaining to the utility assets previously owned by Florida Water and now owned by County; and

WHEREAS, It is County's desire that Florida Water transfer these Originals to County; and

WHEREAS, Florida Water has agreed to transfer ownership of these Originals to County conditioned upon County's agreement to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions contained herein, Florida Water and County agree as follows:

1. Upon Florida Water's request, County shall give Florida Water, its employees and representatives (including its attorneys and accountants), full access to the Originals.
2. County shall provide Florida Water with access to Originals within a reasonable amount of time following the request, not to exceed five business days.
3. Florida Water shall conduct its review of the requested Originals, as well as any copying that may be necessary, between the normal business hours of 8 a.m. and 5 p.m., Monday through Friday.
4. Florida Water shall leave the Originals in the same condition in which they were found.
5. This Agreement shall last for a term of ten (10) years from the date of its execution and shall automatically renew for additional periods of five (5) years unless both parties consent to its termination in writing.
6. All terms and conditions of this Agreement shall extend to and be binding on the respective heirs, successors, and assigns of the respective parties hereto.

7. This Agreement can be executed in counterparts, and signatures made via facsimile will be considered valid as to formal execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above:

NASSAU COUNTY

Attest:



~~Attest~~ J. M. "Chip" Oxley, Jr.
Clerk of Courts
Nassau County, Florida

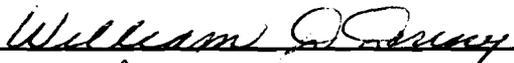
By:



J. M. "Chip" Oxley, Jr.
Records Management Liaison Officer
Nassau County, Florida

FLORIDA WATER SERVICES
CORPORATION

Attest:



Its: V.P. Operations/Engineering

By:

Joey -
prepare for my
signature please



Nassau County Clerk of Courts
Chip Oxley, Jr.
191 Nassau Place
Yulee, Florida 32097

Re: Florida Water Services Access Agreement

Dear Mr. Oxley:

Enclosed please find the agreement we have discussed regarding Florida Water's ability to access the documents that will be provided to Nassau County. Two copies are enclosed. Please return one executed copy to my attention.

Thank you,



Melissa Maurer
Assistant General Counsel

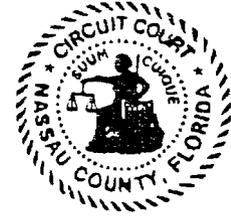
AN ALLETE COMPANY

P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone 407/598-4100

Water For Florida's Future



J. M. "CHIP" OXLEY, JR.
Clerk of Circuit and County Courts
Nassau County
Post Office Box 456
Fernandina Beach, Florida 32035-0456
Phones: (904) 321-5700 (800) 958-3496
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OUR FAX NUMBER IS (904) 321-5795.

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