



August 21, 2003

Ms. Dawn Steveson, Contract Manager
Nassau County, Florida
213 Nassau Place
Yulee, Fl 32097

RE: Underground electric service for Northend Boat Ramp located at 97177 Pogey Place,
Fernandina Beach Fl.

Dear Ms. Steveson:

In response to your request for underground electric service to the above referenced project, please be advised that electric service is available. Florida Public Utilities Company shall be obligated to furnish electric service to your location only as a result of, and under the terms of a properly executed agreement. Listed below are the characteristics, requirements and conditions of said agreement

Characteristics:

The service characteristics for this facility will be 3 wire, single phase, 120/240 volt service supplied from a pad-mounted transformer as shown on the enclosed sketch.

Requirements:

Florida Public Utilities Company shall perform the following:

1. Furnish and install primary cable as shown on the enclosed sketch.
2. Furnish and install watt-hour and C. T. meters.
3. Furnish and install primary and secondary connectors used in the pad-mounted transformer.



The customer shall perform the following:

1. Furnish and install service cable. Cable sizes are limited to the following: 1/0, 2/0, 4/0, 350MCM, 500MCM and 750MCM. A maximum of six (6) conductors per phase will be allowed in each transformer without prior approval from FPUC Engineering.
2. Furnish and install primary and service conduits. All exposed conduits on the line side of the meters shall be SCH 80 PVC.
3. Furnish and install concrete pad for transformer. Pad to be constructed to Florida Public Utilities Company's specifications. The transformer pad to be located as shown on the enclosed drawing. Approval of pad layout is required from Florida Public Utilities Company personnel prior to pouring concrete.
4. Furnish and install metering centers.
5. Provide a minimum of 12 feet of unobstructed operating area on the front side of transformer and 2 feet of unobstructed operating area as measured from the edge of the pad on all other sides. Transformers shall be accessible for replacement by heavy motor vehicles.
6. Conveyance of easements for Florida Public Utilities Company.

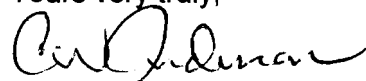
Florida Public Utilities Company has estimated the Contribution-In-Aid-of Construction to serve this project to be \$14,026.00. Of the total contribution \$8,285.00 is non-refundable. This is equal to the difference in cost between the underground system and an equivalent overhead system. The remaining \$5,740.00 is a refundable deposit and will be refunded in accordance with our filed tariff. There is a five (5) year limitation on refunds. At no time shall refunds so made exceed \$5,740.00.

Upon receipt of \$5,740.00 along with the installation by you of the conduit system, transformer pad and acceptance of this agreement, we will commence construction as soon as materials, labor and scheduling can be made available.

Please find the following enclosed: 1) Deposit of Facilities agreement; 2) Extension of Facilities agreement; 3) Sketch of the approximate location of facilities to be extended.

Should you have any questions, please do not hesitate to call.

Yours very truly,



Carl W. Anderson
Engineering

Enclosures (2)

Accepted: _____

Date: _____

FLORIDA PUBLIC UTILITIES COMPANY

DEPOSIT OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the 10th day of September, A.D. 2003, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company". Party of the first part, and Nassau County, Florida USA, hereinafter referred to as the "Customer", party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows: Install necessary primary circuits, associated devices and hardware to provide electric service to 97177 Pogy Place in Fernandina Beach, Florida.

See Note 1.

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best effort to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Company's Rules and Regulations for extensions, The Customer simultaneously with the execution of this agreement has paid to the Company the sum of \$5,740.00, the receipt of which is hereby acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company in accordance with the company's Rules and Regulations for service requiring extension of facilities within the service area of the Company in Nassau County, Florida. The Company's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of the agreement


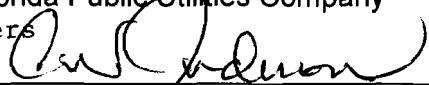
3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers or the Company.

4. After the extension or increase of the facilities described above, the Customer agree that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Company by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

DEPOSIT OF FACILITIES AGREEMENT
(continued)

5. The parties agree that no representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in the Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of the Agreement or any right which he may obtain hereunder, without first obtaining the written consent of the Company.

In Witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.


Customer Nassau County Board of County Commissioners Florida Public Utilities Company
By  
Title Chairman Its Agent

Note 1:

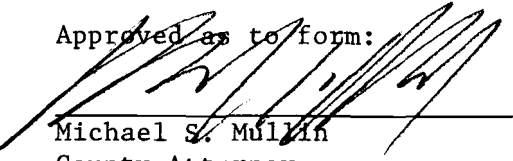
Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, destumped and within 6" of final grade.
2. Complete installation of sewer and waste systems.
3. Conveyance of easements.

Attest:


J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to form:


Michael S. Mullin
County Attorney

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement executed in duplicate as of the 10th day of September A.D. 20⁰³, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company", party of the first part, and Nassau County, Florida hereinafter referred to as the party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described, and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will exceed or increase its facilities as follows: Install necessary primary and secondary circuits, associated devices and hardware to provide electric service to 97177 Pogy Place in Fernandina Beach, Florida.

See Note 1.

The Company will commence the extension or increase its facilities forthwith after the execution of the Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$8,285.00 the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company without the right of any rebate, credit, reduction or adjustment in favor of either party.
3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers of the Company.
4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities at the regular franchise or at special contract rates, whichever is applicable.

EXTENSION OF FACILITIES AGREEMENT
(continued)

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Nassau County Board of County
Customer _____ Commissioners _____ FLORIDA PUBLIC UTILITIES COMPANY
Owner Parcel "A"

Customer Vickie Samus By _____ Its Agent
Owner Parcel "B"
Vickie Samus, Chairman

Customer _____
Owner Parcel "B"
xxxxxxxxxxxxxxxxxxxx

Attest:
J.M. "Chip" Oxley, Jr.
J.M. "Chip" Oxley, Jr., Ex-Officio Clerk

Approved as to form:
Michael S. Mullin
Note 1: Michael S. Mullin, County Attorney

Commencement of construction is contingent upon the following:

- 1. Right-of-way completely cleared, destumped and within 6" of final grade.
- 2. Complete installation of sewer and water systems.
- 3. Conveyance of easements.