

RESOLUTION 2003 - 59

A RESOLUTION DECLARING AN EMERGENCY IN ORDER TO CONTRACT WITH PBS&J FOR ENGINEERING AND DUE DILIGENCE SERVICES FOR THE FLORIDA WATER SERVICES FACILITIES.

WHEREAS, the Board of County Commissioners, acting in the best interests of the citizens of Nassau County, acquired the Florida Water Services ("Florida Water") facilities pursuant to the Order attached hereto as Exhibit "A"; and

WHEREAS, the pending actions of the Florida Water Services Authority and the City of Fernandina Beach necessitated the acquisition method as set forth in Exhibit "A"; and

WHEREAS, an engineering/due diligence study is necessary to obtain permanent financing and for a final decision on the method to operate the facility; and

WHEREAS, the County's financial advisor has indicated that the volatility of the financial market dictates a study completion within four (4) weeks of the date of the meeting; and

WHEREAS, it is an absolute necessity to finalize an agreement with Florida Water within two (2) weeks of the date of this meeting; and

WHEREAS, PBS&J did extensive work for the Florida Governmental Utility Authority (FGUA) regarding Florida Water's facility and is thoroughly familiar with the facility and has data available; and

WHEREAS, pursuant to Florida Statutes, Chapter 287, the Board finds that this constitutes an emergency, and there is no time to obtain pricing information; and

WHEREAS, the Board of County Commissioners now owns the facility and it is imperative that an engineering firm be under contract to assist in the transition, and that said contract be immediate.


NOW, THEREFORE, BE IT RESOLVED this 9th day of April, 2003, by the Board of County Commissioners of Nassau County, Florida, as follows:

1. The Board of County Commissioners hereby declares that, pursuant to Florida Statutes, Chapter 287, an emergency exists as to the Board's finalization of reports based on the acquisition of Florida Water Services facilities on Amelia Island.

2. Pursuant to the declaration of said emergency, the Board hereby authorizes the Clerk and the County Attorney to immediately negotiate a contract with PBS&J for engineering/due diligence services as outlined herein and to provide the contract to the Board of County

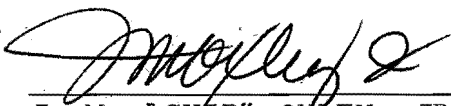
Commissioners for their consideration at their next regularly scheduled meeting on Monday, April 14, 2003.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



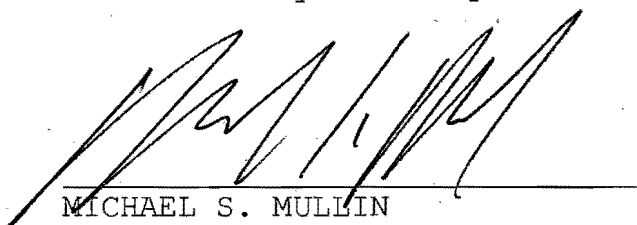
VICKIE SAMUS
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

h/anne/res/fla-water-emergency-pbs&j

COMPOSITE EXHIBIT "A"

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
NASSAU COUNTY, FLORIDA

CASE NO.: 03-113-CA

DIVISION: A

NASSAU COUNTY, a Florida county,

Plaintiff,

vs.

FLORIDA WATER SERVICES
CORPORATION, a Florida corporation; et al.,

Defendants.

STIPULATED FINAL JUDGMENT

Upon stipulation of the parties affected as set forth herein, and it appearing to the Court that the parties are authorized to enter into such Stipulation, and the Court finding that the compensation to be paid by the condemning authority is full, just, and reasonable for all parties concerned, and the Court being fully advised in the premises, it is

ORDERED AND ADJUDGED:

1. Title to the property described in Exhibit "A" attached hereto shall vest in the Plaintiff upon the deposit of the sums as are required in the Stipulated Order of Taking entered on even date herewith.

2. The Defendant, Florida Water Services Corporation, shall have and recover of and from the Plaintiff, Nassau County, the total sum of Seventeen Million Two Hundred Thousand Dollars and no/100 cents (\$17,200,000.00) as full compensation for the taking of the

property as is described in Exhibit "A" attached hereto including all damages of whatever nature arising therefrom which have been incurred by said Defendant in this cause.

3. Defendant, Florida Water Services Corporation, shall have and recover of and from the Plaintiff as attorneys fees and costs incurred by the Defendant herein the total amount of Three Hundred Thousand Dollars and no/100 cents (\$300,000.00).

4. Plaintiff, having been previously ordered to deposit the total sum of Seventeen Million Five Hundred Thousand Dollars and no/100 cents (\$17,500,000.00) in the Registry of the Court pursuant to the Stipulated Order of Taking entered herein on even date herewith, shall not be required to make any additional deposits pursuant to this Stipulated Final Judgment.

5. Upon deposit by the Plaintiff of the total sum of Seventeen Million Five Hundred Thousand Dollars and no/100 cents (\$17,500,000.00) into the Registry of the Court as ordered in the Stipulated Order of Taking entered herein on even date herewith, the Clerk of the Court is ordered and directed to disburse immediately the amount of Seventeen Million Five Hundred Thousand Dollars and no/100 cents (\$17,500,000.00) in the following manner:

To: Brigham Moore, LLP Trust Account, F/B/O Florida Water Services Corporation, by hand delivery to Andrew Prince Brigham, Esquire, 2963 Dupont Avenue, Suite 3, Jacksonville, FL 32217, telephone (904) 730-9001, the sum of \$17,200,000.00.

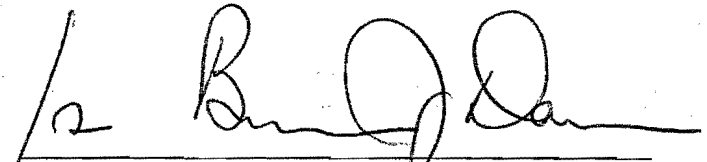
To: Brigham Moore, LLP, by hand delivery to Andrew Prince Brigham, Esquire, 2963 Dupont Avenue, Suite 3, Jacksonville, FL 32217, telephone (904) 730-9001, the sum of \$300,000.00.

6. The amount of Seventeen Million Two Hundred Thousand Dollars and no/100 cents (\$17,200,000.00) to be disbursed by the Clerk of the Court to Brigham Moore, LLP shall be deposited forthwith by Brigham Moore, LLP into an interest-bearing trust account pending apportionment hearing or satisfaction of all pending liens or other monetary encumbrances on the condemned property, which shall be the responsibility of Defendant, Florida Water Services

Corporation, to resolve, and subject to that Agreement Regarding Funds Held in Trust entered between the Plaintiff, Florida Water Services Corporation, through its counsel, and Brigham Moore, LLP, on behalf of itself and Florida Water Services Corporation, where such funds shall remain until further order of this Court or distribution by written agreement of Nassau County and Florida Water Services Corporation.

7. The Court reserves jurisdiction to enforce the terms of this Stipulated Final Judgment.

DONE AND ORDERED in chambers at Nassau County, Florida this 31st day of March, 2003.


CIRCUIT JUDGE

STIPULATION

Plaintiff, Nassau County, and Defendant, Florida Water Services Corporation, as owner of the property and interests which are the subject of this action in eminent domain, stipulate and consent to the entry of the Stipulated Final Judgment set forth above.

ROGERS TOWERS, P.A.

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Special Counsel For Defendant Florida Water
Services Corporation

And

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(904) 321-5703 (telephone)
(904) 491-3618 (facsimile)

Attorneys for Nassau County

EXHIBIT "A"

REAL PROPERTY

The real property as described herein on pages three (3) through eight (8) of this Exhibit "A", and in addition, all of the following:

All buildings, structures, improvements, appurtenances, and fixtures of any variety, located in or on the real property in Nassau County, Florida described herein and used or useful in connection with the ownership, maintenance or operation of the water and sewer utility system located within Nassau County, Florida and owned or operated by Florida Water Services Corporation, Amelia Island Waterworks, Inc. or Southern States Utilities, Inc. (the "FWS"); including without limitation all hydrants, meters, service connections, wells, water treatment facilities, water storage facilities, distribution reservoirs, stand pipes, pump stations, water pipes, water mains and related improvements that in the aggregate comprise and that are used and useful in connection the water distribution system of the FWS; and all meters, service connections, pipes, fittings, valves, pump stations, lift stations, treatment facilities, ponds and other storage facilities, monitoring wells and equipment, and all other improvements that in the aggregate comprise and that are used and useful in connection with the sewage collection, treatment and disposal system of the FWS (collectively, all such assets and property are collectively the "Real Property").

PERSONAL PROPERTY

All personal property that in any way belongs, appertains, or is related to the FWS or that is used and useful in connection the operation of the FWS and the provision of service thereby, situate on, in, about Amelia Island or any other area within Nassau County, Florida which the FWS has a certificate to provide utility service of any kind or type, including but not limited to, all accounts receivable for FWS within Nassau County, all equipment of any variety, materials, supplies, inventory and any other assets and used or useful in connection with the ownership, maintenance, or operation of the FWS; including without limitation all equipment, hydrants, meters, service connections, wells, water treatment facilities, water storage facilities, distribution reservoirs, stand pipes, pump stations, water pipes, water mains and related improvements that in the aggregate comprise and that are used and useful in connection the water distribution system of the FWS; and all meters, service connections, pipes, fittings, valves, pump stations, lift stations, treatment facilities, ponds and other storage facilities, monitoring wells and equipment, and all other improvements that in the aggregate comprise and that are used and useful in connection with the sewage collection, treatment and disposal system of the FWS (collectively, all such assets and property are collectively the "Personal Property").

EASEMENTS

All easements, rights, ways, privileges, or advantages that relate to the operation of the FWS, including without limitation all of the easements referenced and described on page nine (9) of this Exhibit "A".

EXHIBIT "A"

MISCELLANEOUS

All contracts, service commitments, bills of sale, leases, permits, licenses, water rights, customer lists, databases, records and lists relating to all funds and accounts of the FWS, maps and as-built information relating to the FWS, whether hard copy or on computer, or other property used or useful in connection with the ownership, maintenance or operation of the FWS, including without limitation, all of the miscellaneous items referenced or described on page ten (10) of this Exhibit "A", and also including a water re-use reclamation facility.

EXHIBIT "A"

The Real Property includes all of the land described in the following deeds, all of which are recorded in the public records of Nassau County, Florida:

Official Records Book 400, page 609

Official Records Book 429, page 435

Official Records Book 506, page 391

Official Records Book 593, page 1169

Official Records Book 1082, page 1832

And the Real Property also includes any and all real property included within the lands that are described or included within the following tax folio or parcel identification numbers (all of which numbers relate to information maintained by the Nassau County, Florida Property Appraiser and Tax Collector:

Parcel ID/Tax Folio Number 14-2N-28-0000-0009-0010

Parcel ID/Tax Folio Number 01-6N-29-AICO-0009-0000

Parcel ID/Tax Folio Number 01-6N-29-AICO-0012-0000

Parcel ID/Tax Folio Number 01-6N-29-AICO-0011-0000

Parcel ID/Tax Folio Number 01-6N-29-AICO-0013-0000

Parcel ID/Tax Folio Number 00-00-30-0518-000C-0000

EXHIBIT "A"

The Real Property includes all of the land described as follows:

PARCEL #: 5

TAX PARCEL ID #:

PARCEL FIVE (5)

A part of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

EXHIBIT "A"

The Real Property also includes all of the land described as follows:

PARCEL #: 1
TAX PARCEL ID #: 000030051200000000

Tract C, Plantation Point Subdivision, according to the plan thereof on file in the Office of the Clerk of the Circuit Court in and for Nassau County, Florida recorded in Plat Book 5, page 269 and 270, said lands situate, lying and being in Nassau County, Florida.

EXHIBIT "A"

The Real Property also includes all of the land described as follows:

PARCEL #: 3

TAX PARCEL ID #:

PARCEL FOUR (4)

TRACT FOUR (4) of Beach Walker Village, according to plat thereof recorded in Plat Book 4, pages 14 and 15 of the Nassau County, Florida public records.

PARCEL #: 2

TAX PARCEL ID #:

PARCEL THREE (3) - Palm Forest

A part of Section 1, Township One (1) North, Range Twenty-eight (28) East, and a part of Sections Twenty-two (22) and Twenty-three (23), Township Two (2) North, Range Twenty-eight (28) East, all in Nassau County, Florida, more particularly described as follows:

Begin at the Southwesterly corner of Lot Twelve (12), Beach Walker Village, Plat Book 4, pages 14 and 15; thence North Twenty-two (22) degrees, Forty-nine (49) minutes, Sixteen (16) seconds West along the westerly line of said Lot Twelve (12); Ninety and Seventy-one Hundredths (90.71) feet; thence North Fifty-seven (57) degrees, Eight (08) minutes, Sixteen (16) seconds West, One Hundred Forty-five and Thirty-three Hundredths (145.33) feet; thence North Seventy-nine (79) degrees, Fifty-nine (59) minutes, Eleven (11) seconds West, One Hundred Thirty-four and Sixty-four Hundredths (134.64) feet; thence South Eighty-three (83) degrees, Fifty-three (53) minutes, Thirty-eight (38) seconds West, Eighty-five and Seventy-seven Hundredths (85.77) feet to an intersection with the easterly right of way line of State Road No. 105, (A1A), as established for a width of Two Hundred (200.0) feet; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East along said easterly right of way line, Five Hundred Ninety-four and Thirty-two Hundredths (594.32) feet; thence North Forty-three (43) degrees, Twenty-six (26) minutes, Two (02) seconds East, One Hundred Seven and Seventy-four Hundredths (107.74) feet; thence North Twenty-four (24) degrees, Forty (40) minutes, Ten (10) seconds East, Two Hundred Eighty and Thirty-two Hundredths (280.32) feet; thence North Twenty-six (26) degrees, Forty-eight (48) minutes, Four (04) seconds West, Forty-eight and Four Hundredths (48.04) feet to the point of beginning.

Subject to an Easement over the Easterly Thirty (30.00) feet of the aforescribed parcel.

EXHIBIT "A"

The Real Property includes all of the land described as follows:

PARCEL #:

TAX PARCEL ID #:

PARCEL ONE (1) - Tract 35

A part of Tract One (1), MARSH CREEK VILLAGE, UNIT ONE (1), Plat Book 4, pages 18 and 19 of the public records of Nassau County, Florida, more particularly described as follows:

Commence at the Southeastly corner of said Tract One (1), said Southeastly corner lying in the Southwesterly right of way line of State Road No. 105, (A1A); thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Two Thousand Two Hundred Thirty-nine and Sixty-three Hundredths (2239.63) feet to the point of beginning; thence continue North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Five Hundred Eighty-nine and Ninety-five Hundredths (589.95) feet to the Northeastly corner of said Tract One (1); thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, One Hundred Thirty-five (135.0) feet to the point of curve of a curve to the left; said curve having a radius of Twenty-five (25.0) feet; thence along and around said curve an arc distance of Thirty-nine and Twenty-seven Hundredths (39.27) feet to the point of tangency of said curve; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Ten and Ninety-six Hundredths (10.96) feet to the point of curve of a curve to the right; said curve having a radius of Two Hundred Fifty-five (255.0) feet; thence along and around said curve an arc distance of Fifty-seven and Sixty-one Hundredths (57.61) feet to the point of tangency of said curve; thence South Six (06) degrees, Thirty-five (35) minutes, Seven (07) seconds East, Fourteen and Thirty-six Hundredths (14.36) feet to the point of curve of a curve to the left; said curve having a radius of One Hundred Twenty (120.0) feet; thence along and around said curve an arc distance of Sixty-two and Sixty-six Hundredths (62.66) feet to the point of tangency of said curve; thence South Thirty (30) degrees, Thirty (30) minutes, Zero (00) seconds East, Twenty-one and Thirty Hundredths (21.30) feet to the point of curve of a curve to the right; said curve having a radius of One Hundred Thirty (130.0) feet; thence along and around said curve an arc distance of Ninety-eight and Ten Hundredths (98.10) feet to the point of tangency of said curve; thence South Six (06) degrees, Forty-four (44) minutes, Zero (00) seconds West, Forty-four and Thirty-two Hundredths (44.32) feet to the point of curve of a curve to the left; said curve having a radius of Three Hundred Seventy (370.0) feet; thence along and around said curve an arc distance of Forty-four and Forty-four Hundredths (44.44) feet to the point of tangency of said curve; thence South Zero (00) degrees, Eight (08) minutes, Fifty-six (56) seconds East, Seventy and Eighty-three Hundredths (70.83) feet; thence South Eighty-seven (87) degrees, Fifty (50) minutes, Fifty-two (52) seconds East, Twenty-five and Twenty-one Hundredths (25.21) feet; thence South Two (02) degrees, Twenty-seven (27) minutes, Forty-one (41) seconds East, One Hundred Thirty and Forty-six Hundredths (130.46) feet; thence North Eighty-two (82) degrees, Twenty-eight (28) minutes, Forty-eight (48) seconds East, One Hundred Fifty and Thirty-six Hundredths (150.36) feet; thence North Sixty-five (65) degrees, Fifty-one (51) minutes, Thirty-four (34) seconds East, Ninety-seven and Seventy-four Hundredths (97.74) feet to the point of beginning.

EXHIBIT "A"

The Real Property includes all of the land described as follows:

PARCEL #:

6

TAX PARCEL ID #:

PARCEL TWO (2) - South of Entrance

A part of Section Twenty-two (22), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Northeastly right of way line of State Road No. 105, (ADA) with the Southerly right of way of Beach Lagoon Road South, said Southerly right of way line being in a curve concave Southerly and having a radius of Seven Hundred Seventy (770.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Three Hundred Twenty-six and Sixty-two Hundredths (326.62) feet to the point of tangency of said curve; thence continue along said right of way, South Eighty-four (84) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Eighty-eight and Twelve Hundredths (88.12) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Seventy (170) feet; thence along the arc of said curve and along said right of way line, an arc distance of Ninety and Fifty Hundredths (90.50) feet to the point of tangency of said curve; thence continue along said right of way line, South Fifty-four (54) degrees, Three (03) minutes, Ten (10) seconds East, One Hundred Forty-nine and Forty-seven Hundredths (149.47) feet to the point of curve of a curve to the left, also being the point of beginning, said curve having a radius of Two Hundred Five (205.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of One Hundred Twenty-four and Eighty-seven Hundredths (124.87) feet to the point of reverse curve of a curve to the right, said curve having a radius of One Hundred Forty-five (145.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Seventy-four and Fifteen Hundredths (74.15) feet to the point of reverse curve of a curve to the left, said curve having a radius of Two Hundred Five (205.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Ninety-four and Seventy-four Hundredths (94.74) feet; thence South Three (03) degrees, Fifty-two (52) minutes, Four (04) seconds East, One Hundred Eighteen and Eighty-nine Hundredths (118.89) feet; thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, Four Hundred Forty-nine and Twenty-five Hundredths (449.25) feet; thence South Seven (07) degrees, Fifty-six (56) minutes, Fifty-three (53) seconds East, Four and Fifty-five Hundredths (4.55) feet; thence South Sixty-nine (69) degrees, Fifty-five (55) minutes, Zero (00) seconds West, Two Hundred Twenty (220.0) feet; thence South Forty-two (42) degrees, Five (05) minutes, Zero (00) seconds West, Sixty-five (65.0) feet; thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, Twenty-one and Thirty-nine Hundredths (21.39) feet to the Northeastly right of way line of said State Road No. 105; thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West, along said Northeastly right of way line, Sixty-five and Fifteen Hundredths (65.15) feet; thence North Sixty-nine (69) degrees, Fifty-five (55) minutes, Zero (00) seconds East, Three Hundred Five and Seventy-nine Hundredths (305.79) feet; thence North Seven (07) degrees, Fifty-six (56) minutes, Fifty-three (53) seconds West, Two Hundred Fourteen and Twenty Hundredths (214.20) feet; thence North Fifty-six (56) degrees, Fifty-three (53) minutes, Forty-four (44) seconds East, Two Hundred Five and Seventy Hundredths (205.70) feet to the point of beginning.

EXHIBIT "A"

The Easements include all of the easements referenced in or created by the following instruments, all of which are recorded in the public records of Nassau County, Florida:

- Official Records Book 266, Page 475, amended in Official Records Book 391, Page 01.
- Official Records Book 400, Page 463.
- Official Records Book 400, Page 470.
- Official Records Book 423, Page 416.
- Official Records Book 429, Page 426.
- Official Records Book 497, Page 162 (*& leasehold covenant*).
- Official Records Book 499, Page 190 (*& leasehold covenant*).
- Official Records Book 507, Page 100, amended in Official Records Book 957, Page 227.
- Official Records Book 507, Page 108.
- Official Records Book 513, Page 808.
- Official Records Book 513, Page 815.
- Official Records Book 513, page 824
- Official Records Book 560, Page 52.
- Official Records Book 560, page 57
- Official Records Book 560, page 62
- Official Records Book 593, Page 868.
- Official Records Book 616, Page 243.
- Official Records Book 636, Page 773.
- Official Records Book 681, Page 01.
- Official Records Book 730, Page 384.
- Official Records Book 733, Page 1317.
- Official Records Book 738, Page 183.
- Official Records Book 750, Page 1802.
- Official Records Book 772, Page 892.
- Official Records Book 787, Page 939.
- Official Records Book 789, Page 1348.
- Official Records Book 795, Page 1206.
- Official Records Book 813, Page 620.
- Official Records Book 819, Page 1613.
- Official Records Book 823, Page 84.
- Official Records Book 847, Page 176.
- Official Records Book 855, Page 1397.
- Official Records Book 856, Page 780.
- Official Records Book 863, Page 1984.
- Official Records Book 890, Page 1741.
- Official Records Book 909, Page 642.
- Official Records Book 934, Page 1895.
- Official Records Book 948, Page 532.
- Official Records Book 956, Page 1699.
- Official Records Book 956, Page 1707.
- Official Records Book 956, Page 1714.
- Official Records Book 970, Page 934.
- Official Records Book 972, Page 978.
- Official Records Book 975, Page 126.
- Official Records Book 976, Page 981.
- Official Records Book 999, Page 616.
- Official Records Book 1032, Page 1600.
- Official Records Book 1055, page 673
- Official Records Book 1070, Page 1111.
- Official Records Book 1082, Page 1830.

EXHIBIT "A"

Such recorded instruments as may be necessary for the operation of the FWS within Nassau County, Florida.

647459v2

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
NASSAU COUNTY, FLORIDA

CASE NO.: 03-113-CA

DIVISION: A

NASSAU COUNTY, a Florida county,

Plaintiff,

vs.

**FLORIDA WATER SERVICES
CORPORATION**, a Florida corporation; et al.,

Defendants.

STIPULATED ORDER OF TAKING

Pursuant to the stipulation of the Plaintiff, Nassau County, and Defendant, Florida Water Services Corporation, owner of the property and interests which are the subject of this eminent domain proceeding, and the Court being fully advised in the premises, it is

ORDERED AND ADJUDGED:

1. This Court has jurisdiction of the subject matter and the parties to this cause.
2. The pleadings in this case are sufficient and the Plaintiff is properly exercising its delegated authority.
3. The Plaintiff and Florida Water Services Corporation have acknowledged and agreed that the amount of Seventeen Million Five Hundred Thousand Dollars and no/100 cents (\$17,500,000.00) is the fair and reasonable amount to be deposited in good faith in the Registry of the Court in connection with this Stipulated Order of Taking.
4. The interest sought to be condemned herein as to the subject property is as described on Exhibit "A" attached hereto.


5. Upon payment of the deposit hereinafter specified into the Registry of this Court, the right, title, or interest specified in the Complaint in Eminent Domain, and as more specifically set forth in those legal descriptions attached hereto in Exhibit "A," shall vest in the Plaintiff.

6. The deposit of the sum referenced herein will secure the persons lawfully entitled to the compensation, as set forth in the Stipulated Final Judgment of this Court.

7. The sum of money to be deposited in the Registry of the Court no later than the close of business on March 31, 2003 shall be in the amount of Seventeen Million Five Hundred Thousand Dollars and no/100 cents (\$17,500,000.00).

8. Upon the deposit as set forth above, and without further notice or order of this Court, the Plaintiff shall be entitled to possession of the property described in the Complaint in Eminent Domain; provided, however, that Plaintiff and Defendant Florida Water Services Corporation have stipulated and agreed that Defendant Florida Water Services Corporation shall remain in possession of that property for purposes of the continued operation of the water utility facility located thereon, for a period of 90 days from date of the deposit referenced above, or for such additional period of time as may be agreed upon by the parties. The terms of Defendant's post-taking operational services and possession shall be set out in a separate document, and filed with this Court no later than ten (10) days from date of entry of this Order.

DONE AND ORDERED in chambers at Nassau County, Florida this 31st day of March, 2003.



CIRCUIT JUDGE

STIPULATION

Plaintiff, Nassau County, and Defendant, Florida Water Services Corporation, as owner of the property and interests which are the subject of this action in eminent domain, stipulate and consent to the entry of the Stipulated Order of Taking set forth above.

ROGERS TOWERS, P.A.

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Special Counsel For Defendant Florida Water
Services Corporation

And

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(904) 491-3618 (facsimile)

Attorneys for Nassau County

EXHIBIT "A"

REAL PROPERTY

The real property as described herein on pages three (3) through eight (8) of this Exhibit "A", and in addition, all of the following:

All buildings, structures, improvements, appurtenances, and fixtures of any variety, located in or on the real property in Nassau County, Florida described herein and used or useful in connection with the ownership, maintenance or operation of the water and sewer utility system located within Nassau County, Florida and owned or operated by Florida Water Services Corporation, Amelia Island Waterworks, Inc. or Southern States Utilities, Inc. (the "FWS"); including without limitation all hydrants, meters, service connections, wells, water treatment facilities, water storage facilities, distribution reservoirs, stand pipes, pump stations, water pipes, water mains and related improvements that in the aggregate comprise and that are used and useful in connection the water distribution system of the FWS; and all meters, service connections, pipes, fittings, valves, pump stations, lift stations, treatment facilities, ponds and other storage facilities, monitoring wells and equipment, and all other improvements that in the aggregate comprise and that are used and useful in connection with the sewage collection, treatment and disposal system of the FWS (collectively, all such assets and property are collectively the "Real Property").

PERSONAL PROPERTY

All personal property that in any way belongs, appertains, or is related to the FWS or that is used and useful in connection the operation of the FWS and the provision of service thereby, situate on, in, about Amelia Island or any other area within Nassau County, Florida which the FWS has a certificate to provide utility service of any kind or type, including but not limited to, all accounts receivable for FWS within Nassau County, all equipment of any variety, materials, supplies, inventory and any other assets and used or useful in connection with the ownership, maintenance, or operation of the FWS; including without limitation all equipment, hydrants, meters, service connections, wells, water treatment facilities, water storage facilities, distribution reservoirs, stand pipes, pump stations, water pipes, water mains and related improvements that in the aggregate comprise and that are used and useful in connection the water distribution system of the FWS; and all meters, service connections, pipes, fittings, valves, pump stations, lift stations, treatment facilities, ponds and other storage facilities, monitoring wells and equipment, and all other improvements that in the aggregate comprise and that are used and useful in connection with the sewage collection, treatment and disposal system of the FWS (collectively, all such assets and property are collectively the "Personal Property").

EASEMENTS

All easements, rights, ways, privileges, or advantages that relate to the operation of the FWS, including without limitation all of the easements referenced and described on page nine (9) of this Exhibit "A".

EXHIBIT "A"

MISCELLANEOUS

All contracts, service commitments, bills of sale, leases, permits, licenses, water rights, customer lists, databases, records and lists relating to all funds and accounts of the FWS, maps and as-built information relating to the FWS, whether hard copy or on computer, or other property used or useful in connection with the ownership, maintenance or operation of the FWS, including without limitation, all of the miscellaneous items referenced or described on page ten (10) of this Exhibit "A", and also including a water re-use reclamation facility.

EXHIBIT "A"

The Real Property includes all of the land described in the following deeds, all of which are recorded in the public records of Nassau County, Florida:

Official Records Book 400, page 609

Official Records Book 429, page 435

Official Records Book 506, page 391

Official Records Book 593, page 1169

Official Records Book 1082, page 1832

And the Real Property also includes any and all real property included within the lands that are described or included within the following tax folio or parcel identification numbers (all of which numbers relate to information maintained by the Nassau County, Florida Property Appraiser and Tax Collector:

Parcel ID/Tax Folio Number 14-2N-28-0000-0009-0010

Parcel ID/Tax Folio Number 01-6N-29-AICO-0009-0000

Parcel ID/Tax Folio Number 01-6N-29-AICO-0012-0000

Parcel ID/Tax Folio Number 01-6N-29-AICO-0011-0000

Parcel ID/Tax Folio Number 01-6N-29-AICO-0013-0000

Parcel ID/Tax Folio Number 00-00-30-0518-000C-0000

EXHIBIT "A"

The Real Property includes all of the land described as follows:

PARCEL #: 5

TAX PARCEL ID #:

PARCEL FIVE (5)

A part of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

EXHIBIT "A"

The Real Property also includes all of the land described as follows:

PARCEL #: 1

PAF PARCEL ID #: 000030051800000000

Tract C, Plantation Point Subdivision, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Nassau County, Florida recorded in Plat Book 5, page 269 and 270, said lands situate, lying and being in Nassau County, Florida.

EXHIBIT "A"

The Real Property also includes all of the land described as follows:

PARCEL #: 3

TAX PARCEL ID #:

PARCEL FOUR (4)

TRACT FOUR (4) of Beach Walker Village, according to plat thereof recorded in Plat Book 4, pages 14 and 15 of the Nassau County, Florida public records.

PARCEL #: 2

TAX PARCEL ID #:

PARCEL THREE (3) - Palm Forest

A part of Section 1, Township One (1) North, Range Twenty-eight (28) East, and a part of Sections Twenty-two (22) and Twenty-three (23), Township Two (2) North, Range Twenty-eight (28) East, all in Nassau County, Florida, more particularly described as follows:

Begin at the Southwest corner of Lot Twelve (12), Beach Walker Village, Plat Book 4, pages 14 and 15; thence North Twenty-two (22) degrees, Forty-nine (49) minutes, Sixteen (16) seconds West along the westerly line of said Lot Twelve (12); Ninety and Seventy-one Hundredths (90.71) feet; thence North Fifty-seven (57) degrees, Eight (08) minutes, Sixteen (16) seconds West, One Hundred Forty-five and Thirty-three Hundredths (145.33) feet; thence North Seventy-nine (79) degrees, Fifty-nine (59) minutes, Eleven (11) seconds West, One Hundred Thirty-four and Sixty-four Hundredths (134.64) feet; thence South Eighty-three (83) degrees, Fifty-three (53) minutes, Thirty-eight (38) seconds West, Eighty-five and Seventy-seven Hundredths (85.77) feet to an intersection with the easterly right of way line of State Road No. 105, (A1A), as established for a width of Two Hundred (200.0) feet; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East along said easterly right of way line, Five Hundred Ninety-four and Thirteen Hundredths (594.13) feet; thence North Forty-three (43) degrees, Twenty-six (26) minutes, Two (02) seconds East, One Hundred Seven and Seventy-four Hundredths (107.74) feet; thence North Twenty-four (24) degrees, Forty (40) minutes, Ten (10) seconds East, Two Hundred Eighty and Thirty-two Hundredths (280.32) feet; thence North Twenty-six (26) degrees, Forty-eight (48) minutes, Four (04) seconds West, Forty-eight and Four Hundredths (48.04) feet to the point of beginning.

Subject to an Easement over the easterly Thirty (30.0) feet of the above described parcel.

EXHIBIT "A"

The Real Property includes all of the land described as follows:

PARCEL #:

4

TAX PARCEL ID #:

PARCEL ONE (1) - Tract 35

A part of Tract One (1), MARSH CREEK VILLAGE, UNIT ONE (1), Plat Book 4, pages 18 and 19 of the public records of Nassau County, Florida, more particularly described as follows:

Commence at the Southeastly corner of said Tract One (1), said Southeastly corner lying in the Southwesterly right of way line of State Road No. 105, (A1A); thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Two Thousand Two Hundred Thirty-nine and Sixty-three Hundredths (2239.63) feet to the point of beginning; thence continue North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Five Hundred Eighty-nine and Ninety-five Hundredths (589.95) feet to the Northeastly corner of said Tract One (1); thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, One Hundred Thirty-five (135.0) feet to the point of curve of a curve to the left, said curve having a radius of Twenty-five (25.0) feet; thence along and around said curve an arc distance of Thirty-nine and Twenty-seven Hundredths (39.27) feet to the point of tangency of said curve; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Ten and Ninety-six Hundredths (10.96) feet to the point of curve of a curve to the right, said curve having a radius of Two Hundred Fifty-five (255.0) feet; thence along and around said curve an arc distance of Fifty-seven and Sixty-one Hundredths (57.61) feet to the point of tangency of said curve; thence South Six (06) degrees, Thirty-five (35) minutes, Seven (07) seconds East, Fourteen and Thirty-six Hundredths (14.36) feet to the point of curve of a curve to the left, said curve having a radius of One Hundred Twenty (120.0) feet; thence along and around said curve an arc distance of Sixty-two and Sixty-six Hundredths (62.66) feet to the point of tangency of said curve; thence South Thirty (30) degrees, Thirty (30) minutes, Zero (00) seconds East, Twenty-one and Thirty Hundredths (21.30) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Thirty (130.0) feet; thence along and around said curve an arc distance of Ninety-eight and Ten Hundredths (98.10) feet to the point of tangency of said curve; thence South Six (06) degrees, Forty-four (44) minutes, Zero (00) seconds West, Forty-four and Thirty-two Hundredths (44.32) feet to the point of curve of a curve to the left, said curve having a radius of One Hundred Seventy (170.0) feet; thence along and around said curve an arc distance of Forty-four and Forty-four Hundredths (44.44) feet to the point of tangency of said curve; thence South Zero (00) degrees, Eight (08) minutes, Fifty-six (56) seconds East, Seventy and Eighty-three Hundredths (70.83) feet; thence South Eighty-seven (87) degrees, Fifty (50) minutes, Fifty-two (52) seconds East, Twenty-five and Twenty-one Hundredths (25.21) feet; thence South Two (02) degrees, Twenty-seven (27) minutes, Forty-one (41) seconds East, One Hundred Thirty and Forty-six Hundredths (130.46) feet; thence North Eighty-two (82) degrees, Twenty-eight (28) minutes, Forty-eight (48) seconds East, One Hundred Fifty and Thirty-six Hundredths (150.36) feet; thence North Sixty-five (65) degrees, Fifty-one (51) minutes, Thirty-four (34) seconds East, Ninety-seven and Seventy-four Hundredths (97.74) feet to the point of beginning.

EXHIBIT "A"

The Real Property includes all of the land described as follows:

PARCEL #:

5

TAX PARCEL ID #:

PARCEL TWO (2) - South of Entrance

A part of Section Twenty-two (22), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Northeastly right of way line of State Road No. 105, (AAA) with the Southerly right of way of Beach Lagoon Road South, said Southerly right of way line being in a curve concave Southerly and having a radius of Seven Hundred Seventy (779.0) feet; distance along the arc of said curve and along said right of way line, an arc distance of Three Hundred Twenty-six and Sixty-two Hundredths (326.62) feet to the point of tangency of said curve; thence continue along said right of way, South Eighty-four (84) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Eighty-eight and Twelve Hundredths (88.12) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Seventy (170) feet; thence along the arc of said curve and along said right of way line, an arc distance of Ninety and Fifty Hundredths (90.50) feet to the point of tangency of said curve; thence continue along said right of way line, South Fifty-four (54) degrees, Three (03) minutes, Ten (10) seconds East, One Hundred Forty-nine and Forty-seven Hundredths (149.47) feet to the point of curve of a curve to the left, also being the point of beginning, said curve having a radius of Two Hundred Five (205.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of One Hundred Twenty-four and Eighty-seven Hundredths (124.87) feet to the point of reverse curve of a curve to the right, said curve having a radius of One Hundred Forty-five (145.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Seventy-four and Fifteen Hundredths (74.15) feet to the point of reverse curve of a curve to the left, said curve having a radius of Two Hundred Five (205.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Ninety-four and Seventy-four Hundredths (94.74) feet; thence South Three (03) degrees, Fifty-two (52) minutes, Four (04) seconds East, One Hundred Eighteen and Eighty-nine Hundredths (118.89) feet; thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, Four Hundred Forty-nine and Twenty-five Hundredths (449.25) feet; thence South Seven (07) degrees, Fifty-six (56) minutes, Fifty-three (53) seconds East, Four and Fifty-five Hundredths (4.55) feet; thence South Sixty-nine (69) degrees, Fifty-five (55) minutes, Zero (00) seconds West, Two Hundred Twenty (220.0) feet; thence South Forty-two (42) degrees, Five (05) minutes, Zero (00) seconds West, Sixty-five (65.0) feet; thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, Twenty-one and Thirty-nine Hundredths (21.39) feet to the Northeastly right of way line of said State Road No. 105; thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West, along said Northeastly right of way line, Sixty-five and Fifteen Hundredths (65.15) feet; thence North Sixty-nine (69) degrees, Fifty-five (55) minutes, Zero (00) seconds East, Three Hundred Five and Seventy-nine Hundredths (305.79) feet; thence North Seven (07) degrees, Fifty-six (56) minutes, Fifty-three (53) seconds West, Two Hundred Fourteen and Twenty Hundredths (214.20) feet; thence North Fifty-six (56) degrees, Fifty-three (53) minutes, Forty-four (44) seconds East, Two Hundred Five and Seventy Hundredths (205.70) feet to the point of beginning.

EXHIBIT "A"

The Easements include all of the easements referenced in or created by the following instruments, all of which are recorded in the public records of Nassau County, Florida:

- Official Records Book 266, Page 475, amended in Official Records Book 391, Page 01.
- Official Records Book 400, Page 463.
- Official Records Book 400, Page 470.
- Official Records Book 423, Page 416.
- Official Records Book 429, Page 426.
- Official Records Book 497, Page 162 (*& leasehold covenant*).
- Official Records Book 499, Page 190 (*& leasehold covenant*).
- Official Records Book 507, Page 100, amended in Official Records Book 957, Page 227.
- Official Records Book 507, Page 108.
- Official Records Book 513, Page 808.
- Official Records Book 513, Page 815.

- Official Records Book 513, page 824

- Official Records Book 560, Page 52.
- Official Records Book 560, page 57
- Official Records Book 560, page 62

- Official Records Book 593, Page 868.
- Official Records Book 616, Page 243.

- Official Records Book 636, Page 773.
- Official Records Book 681, Page 01.
- Official Records Book 730, Page 384.
- Official Records Book 733, Page 1317.
- Official Records Book 738, Page 183.
- Official Records Book 750, Page 1802.
- Official Records Book 772, Page 892.
- Official Records Book 787, Page 939.
- Official Records Book 789, Page 1348.
- Official Records Book 795, Page 1206.
- Official Records Book 813, Page 620.
- Official Records Book 819, Page 1613.
- Official Records Book 823, Page 84.
- Official Records Book 847, Page 176.
- Official Records Book 855, Page 1397.
- Official Records Book 856, Page 780.
- Official Records Book 863, Page 1984.
- Official Records Book 890, Page 1741.
- Official Records Book 909, Page 642.
- Official Records Book 934, Page 1895.
- Official Records Book 948, Page 532.
- Official Records Book 956, Page 1699.
- Official Records Book 956, Page 1707.
- Official Records Book 956, Page 1714.
- Official Records Book 970, Page 934.
- Official Records Book 972, Page 978.
- Official Records Book 975, Page 126.
- Official Records Book 976, Page 981.
- Official Records Book 999, Page 616.
- Official Records Book 1032, Page 1600.

- Official Records Book 1055, page 673

- Official Records Book 1070, Page 1111.
- Official Records Book 1082, Page 1830.

EXHIBIT "A"

Such recorded instruments as may be necessary for the operation of the FWS within Nassau County, Florida.

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WEST'S FLORIDA STATUTES ANNOTATED
TITLE XIX. PUBLIC BUSINESS
CHAPTER 287. PROCUREMENT OF PERSONAL PROPERTY AND SERVICES
PART I. COMMODITIES, INSURANCE, AND CONTRACTUAL SERVICES

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Current through End of 2002 Regular Session and 2002 Special 'E' Session

287.057. Procurement of commodities or contractual services

(1)(a) Unless otherwise authorized by law, all contracts for the purchase of commodities or contractual services in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO shall be awarded by competitive sealed **bidding**. An invitation to **bid** shall be made available simultaneously to all vendors and must include a detailed description of the commodities or contractual services sought; the time and date for the receipt of **bids** and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the **bid**. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to **bid**. The **bid** shall include the price for each year for which the contract may be renewed. Evaluation of **bids** shall include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the invitation to **bid** may not be used in determining acceptability of the **bid**.

(b) The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive **bid**. This **bid** must be determined in writing to meet the requirements and criteria set forth in the invitation to **bid**.

(2)(a) If an agency determines in writing that the use of an invitation to **bid** is not practicable, commodities or contractual services shall be procured by competitive sealed proposals. A request for proposals shall be made available simultaneously to all vendors, and must include a statement of the commodities or contractual services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated. If the agency contemplates renewal of the commodities or contractual services contract, that fact must be stated in the request for proposals. The proposal shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as submitted by the vendor.

(b) The contract shall be awarded to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(3)(a) If the agency determines in writing that the use of an invitation to bid or a request for proposals will not result in the best value to the state, the agency may procure commodities and contractual services by competitive sealed replies. The agency's written determination must specify reasons that explain why negotiation may be necessary in order for the state to achieve the best value and must be approved in writing by the agency head or his or her designee prior to the advertisement of an invitation to negotiate. An invitation to negotiate shall be made available to all vendors simultaneously and must include a statement of the commodities or contractual services sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to negotiate. The reply shall include the price for each year for which the contract may be renewed.

(b) The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state. The contract file must contain a short plain statement that explains the basis for vendor

selection and that sets forth the vendor's deliverables and price, pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the state.

(4) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(5) When the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, no purchase of commodities or contractual services may be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires **emergency** action. After the agency head makes such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such **emergency** procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to the department. A copy of the statement shall be furnished to the Comptroller with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance shall not exceed a period of 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), subsection (2), or subsection (3), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3), if the amount of the contract does not exceed the threshold amount provided in s. 287.017 for CATEGORY FOUR.

2. Request approval from the department for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY FOUR. The agency shall initiate its request for approval in a form prescribed by the department, which request may be electronically transmitted. The failure of the department to approve or disapprove the agency's request for approval within 21 days after receiving such request shall constitute prior approval of the department. If the department approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s. 120.57(3).

(d) When it is in the best interest of the state, the secretary of the department or his or her designee may authorize the Support Program to purchase insurance by negotiation, but such purchase shall be made only under conditions most favorable to the public interest.

(e) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method which ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.