



DOCKET NO. 20260095-WS

FILED 6/24/2026

DOCUMENT NO. 03715-2026

FPSC - COMMISSION CLERK

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June 24, 2026

VIA ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 2026____-WS, In re: Application for Transfer of Majority Organizational Control of a Regulated Utility by Florida Water Holdings, Inc.

Dear Mr. Teitzman:

Attached for filing on behalf of Florida Water Holdings, Inc., is the Application to transfer the majority organizational control of First Coast Regional Utilities, Inc., to Florida Water Holdings, Inc.

Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'V. Ponder'.

Virginia L. Ponder

VLP/dk
Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Transfer of Majority
Organizational Control by Florida Water
Holdings, Inc.

DOCKET NO. 2026_____

FILED: June 24, 2026

**APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
OF A REGULATED UTILITY BY FLORIDA WATER HOLDINGS, INC.**

Pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(4), Florida Administrative Code, Florida Water Holdings, Inc. ("FWH" or the "Company"), requests the Florida Public Service Commission (the "Commission") approve this application to transfer the majority organizational control of First Coast Regional Utilities, Inc. ("FCRU") from Roberts Utility Holdings, LLC ("RUH" or the "Seller") to FWH ("Application"), and states:

Introduction

1. Pursuant to Rules 25-30.020(2)(c)(3) and 25-30.020(2)(c)(4), Florida Administrative Code, the required filing fee of \$5,250 is being submitted contemporaneously with the filing of this Application.

2. Pursuant to Rules 25-30.037 and 25-30.030(4), Florida Administrative Code, the Company attaches, as Exhibit A, its draft Notice of Application for Commission staff approval. Because FCRU does not have any customers, paragraph (b) of Rule 25-30.030(5), is inapplicable here. Accordingly, upon Commission staff approval, in accordance with Rule 25-30.030(5)(a) and (c), and (6), SWS shall provide notice and submit affidavits of noticing and publication.

3. Contact Information for Utility:

Utility Name:

First Coast Regional Utilities, Inc.

Street/Mailing Address:

Post Office Box 238

Lake Butler, Florida 32054
Phone Number: (386) 496-3509
Fax Number: (386) 496-4309
FEIN: 84-1954483
Email Address: will@flaland.com
Website Address: https://firstcoastutility.com/
Water Certificate No.: 680-W
Wastewater Certificate No.: 578-S

4. Contact Information for Utility and Seller's Authorized Representative:

Name: William E. Sundstrom, PA
Mailing Address: Sundstrom Law, LLC
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Phone Number: (850) 877-6555
Fax Number: (850) 656-4029
Email Address: wsundstrom@sfllaw.com

5. Contact Information for Buyer/Applicant:

Buyer's Name: Florida Water Holdings, Inc.
Street/Mailing Address: 2150 Town Square PL, Suite 400
Sugar Land, Texas 77479
Phone Number: (808) 842-8432
Fax Number: (407) 869-6961
FEIN: 85-1569289
Email Address: sean.twomey@nexuswg.com

6. Contact Information for Buyer's Authorized Representatives:

Name: J. Jeffry Wahlen
Virginia L. Ponder
Matthew J. Jones
Mailing Address: Ausley McMullen
Post Office Box 391
Tallahassee, Florida 32302
Phone Number: (850) 224-9115
Fax Number: (850) 222-7560
Email Addresses: jwahlen@ausley.com
vponder@ausley.com
mjones@ausley.com

7. Contact Information for Person in Possession of the Utility's Books and
Records:

Name:	Will Messina
Mailing Address:	Post Office 238 Lake Butler, Florida 32054
Phone Number:	(808) 842-8432
Fax Number:	(407) 869-6961
Email Address:	<u>will@flaland.com</u>

8. FWH is a Florida corporation originally incorporated in Florida on May 12, 2020. Attached as Exhibit B are FWH's Articles of Organization – including its name change in 2025 – and documents from the Florida Department of State, Division of Corporations, showing FWH's business name and active document number. FWH is a holding company that is a wholly owned subsidiary of Southeast Utility Systems, Inc. ("SEUS"). SEUS is an indirectly owned subsidiary of Nexus Water Group, Inc. ("Nexus"), headquartered in Sugar Land, Texas at 2150 Town Square Place, Suite 400, Sugar Land Texas 77479.

9. Prior to the execution of the Stock Purchase Agreement ("Agreement"), FCRU's individual shareholders transferred all issued and outstanding FCRU stock to the Seller. On June 17, 2026, FWH purchased all the issued and outstanding stock of FCRU from Seller. A copy of the executed Agreement is attached as Exhibit C.

10. There are three auxiliary agreements to the Agreement: (i) the Amended and Restated Operating Agreement of First Coast Regional Utilities, LLC, (ii) an Escrow Agreement, and (iii) an Amended and Restated Design, Build, Operations, Maintenance and Reimbursement Agreement. These auxiliary agreements are attached as Exhibits D, E, and F, respectively.

Transfer Information

Terms of Transfer

11. As set forth in Article 3.1 of the Agreement, the consummation of the transactions contemplated in the Agreement, the closing, will take place within 30 days after the satisfaction or waiver of all conditions specified in Article 7 which includes Commission approval of the transactions contemplated by the Agreement.

12. The purchase price for 100 percent of FCRU's stock is [REDACTED] ("Purchase Price") with [REDACTED] payable at the time of closing upon the terms set forth in Article 2.2.1 of the Agreement. The remaining [REDACTED] will be made available upon the valid and compliant connection of the first house to the system upon the terms set forth in 2.2.2 of the Agreement.

13. In accordance with Article 2.3 and Exhibit A to the Agreement, in addition to the Purchase Price, FWH paid FCRU, on the date of the execution of the Agreement, a total of [REDACTED]. There is no other consideration between the parties, including salaries, retainer fees, stock, stock options, or assumption of any of FCRU's obligations.

14. FWH is acquiring the stock of FCRU and is not purchasing assets nor assuming any of FCRU's liabilities or obligations.

15. Under the terms of the Agreement, FWH is not acquiring or assuming responsibility for pre-closing obligations of FCRU, including FCRU's obligations related to shareholder loans. Prior to closing, FWH will review all leases and developer agreements and will assume or renegotiate those agreements on a case-by-case basis.

16. Upon closing, FWH will fulfill the commitments, obligations, and representations of FCRU with regard to any utility matters.

17. FWH will obtain the books and records of FCRU, including all supporting documentation for rate base additions since the last time rate base was established.

18. The books and records of FCRU will be maintained using the National Association of Regulatory Utility Commissioners Uniform System of Accounts.

19. FCRU's books and records will be maintained at FCRU's affiliate's office: Sunshine Water Services Company, 200 Weathersfield Avenue, Altamonte Springs, Florida.

Statement of Public Interest

20. The proposed transfer of majority organizational control of FCRU from RUH to FWH is in the public interest because FWH, by and through its affiliate resources and staff, has the managerial and operational expertise to operate water and wastewater systems. FWH also has access to the capital necessary to build, repair, and upgrade systems to ensure they comply with all health and environmental regulations and provide safe and reliable service to customers.

Financial Ability

21. FWH and SEUS are holding companies without direct operations or financial statements. SEUS's parent company, SouthWest Water Company ("SWWC"), intends to maintain an approximate 50 percent debt and 50 percent equity regulatory capital structure as supported by SWWC's financing, and intends to fund this transaction accordingly. The 50/50 debt equity ratio is typical of the funding supporting Nexus's other Florida subsidiaries. The detailed, confidential audited financial statements of SWWC showing all assets and liabilities for the year ended December 31, 2025, are attached as Exhibit G. SWWC is a wholly owned subsidiary of Nexus.

Technical Ability

22. Nexus is a holding company which has indirectly owned and operated private water and wastewater utility providers serving customers throughout the state of Florida since 1976 with the mission to deliver clean, safe, and reliable water and wastewater services that protects public health, supports local communities, and sustains the state's natural resources. The Company serves water, wastewater, and other utility customers across 12 states and 2 Canadian provinces. In Florida, Nexus' subsidiaries, Sunshine Water Services Company ("SWS") and Ni Florida ("NiFL"), manage a large customer base and provide essential utility services to thousands of residential and commercial properties. SWS and NiFL are managed by a management team located in Florida. FCRU will be managed by the same management team as SWS and NiFL.

23. Brief biographies of Nexus's key executive and operational leaders in the State, Seán Twomey and Jeff Kaiser, are attached as Exhibit H. Additional information regarding Nexus's affiliates in the State can be found on Nexus's website at: <https://nexuswatergroup.com/water-wastewater-utility-service-areas/united-states/florida/>.

24. SWS and NiFL are well established in Florida with their office located in Altamonte Springs in Seminole County. Nexus management and support services teams will provide the acquired utility, FCRU, with safety, compliance, operational, financial, project management, billing and customer service, human resources, administrative and local leadership support. With over 36,000 water and 33,000 wastewater customers in Florida, Nexus, through FWH, is well positioned to ensure continued operation of the utility and provide a high level of service to the existing customers of the acquired utility.

25. Nexus will ensure continued operations of the acquired utility. Day-to-day operations will be led by the existing SWS/NiFL management team in Altamonte Springs, Florida. For operations of the site facilities, FCRU expects to need operational employees, including licensed operators, with support from SWS/NiFL's existing team.

System in Satisfactory Condition

26. Rules 25-30.037(2)(q) and 25-30.037(4)(c) require a statement from the buyer regarding whether the system is in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection or whether that system needs repair. Here, because the FCRU water and wastewater systems are currently under design and construction and are *not* serving customers, a system evaluation is infeasible. Nexus has been involved in the planning, evaluation, and development of designs and construction drawings for the implementation of the FCRU potable water, wastewater, and reclaimed water systems for the FCRU systems. Nexus' involvement focused primarily on operational characteristics, cost effectiveness, and construction sequencing of the planned project.

Statement Regarding Regulatory Assessment Fees

27. There are no outstanding regulatory assessment fees, fines, or refunds known to the Company. FWH does not anticipate that regulatory assessment fees will be applicable in 2026 as no customers are expected to be connected to the systems. FWH will facilitate filing the FCRU annual report for 2026.

28. FCRU, under the ownership of FWH, will be responsible for paying any regulatory assessment fees and filing the FCRU annual report upon for 2027 and onward.

Tariff Sheets

29. Attached as Exhibit I are proposed tariff sheet changes for FCRU's water and wastewater tariffs.¹

Description of Ownership Transfer

30. As set forth in Article 3, the closing of this Agreement will take place within 30 days after the satisfaction or waiver of all conditions specified in Article 7 of the Agreement. FWH will obtain all issued and outstanding stock of FCRU from the Seller.

Other Information

31. This Application represents an original pleading. The Company is not responding to any proposed agency action.

32. The name and address of the Applicant is:

Florida Water Holdings, Inc.
2150 Town Square PL, Suite 400
Sugar Land, Texas 77479

33. All pleadings, motions, notices, orders, or other documents filed in this proceeding or required to be served upon the Company should be served upon the following individuals:

J. Jeffry Wahlen
jwahlen@ausley.com
Virginia L. Ponder
vponder@ausley.com
Matthew J. Jones
mjones@ausley.com
123 S. Calhoun Street
Tallahassee, FL 32301-1517
(850) 224-9115

Seán Twomey
Sean.Twomey@nexuswg.com
Jacquee Sillitoe
Jacquee.Sillitoe@nexuswg.com
Nexus Water Group, Inc.
200 Weathersfield Avenue
Altamonte Springs, FL 32714-4099
(866) 842-8432

¹ In Order No. PSC- 2026-0074-FOF-WS, issued March 23, 2026, Docket No. 20260125-WS (Application for Amendment of Certificates for Water and Wastewater Service Territories), the Commission approved the amendment of FCRU's water and wastewater certificates so as to serve the property in Baker County known as Midpoint Commons. These changes will be incorporated in FCRU's tariff via a filing for administrative approval after the resolution of the instant docket.

34. The ultimate facts that entitle FWH's request in this Application are set forth in paragraphs 1 through 30, above.

35. To the best of the Company's knowledge, this Application initiates a proceeding that does not involve disputed issues of material facts.

36. FWH is entitled to the relief requested pursuant to Chapters 367 and 120, Florida Statutes.

WHEREFORE, Florida Water Holdings, Inc. respectfully requests that the Commission approve the transfer of majority organizational control of First Coast Regional Utilities, Inc. from Roberts Utility Holdings, LLC to Florida Water Holdings, Inc.

DATED this 24th day of June 2026.

Respectfully submitted,



J. JEFFRY WAHLEN

jwahlen@ausley.com

VIRGINIA PONDER

vponder@ausley.com

MATTHEW J. JONES

mjones@ausley.com

Ausley McMullen

Post Office Box 391

Tallahassee, Florida 32302

(850) 224-9115

ATTORNEYS FOR FLORIDA WATER
HOLDINGS, INC.

BEFORE THE PUBLIC SERVICE COMMISSION

NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER MAJORITY ORGANIZATIONAL
CONTROL OF A REGULATED UTILITY

RE: DOCKET NO. 2026_____

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL BY FLORIDA WATER
HOLDINGS, INC.

Issued: _____, 2026

Pursuant to Rule 25-30.030(4), Florida Administrative Code, Florida Water Holdings, Inc. ("FWH") hereby gives notice that the company has filed an Application for Transfer of Majority Organizational Control of First Coast Regional Utilities, Inc. ("FCRU"), to FWH, pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(4), Florida Administrative Code. The Application is available on the Florida Public Service Commission's website under Docket No. 2026XXXX.

APPLICANT INFORMATION

For more information concerning this notice, please contact FWH at the address below:

Florida Water Holdings, Inc.
2150 Town Square PL, Suite 400
Sugar Land, Texas 77479
Office: (808) 842-8432
Fax: (407) 869-6961
Email: sean.twomey@nexuswg.com

LEGAL DESCRIPTION

The following is a simplified legal description of FCRU's service territory. For the full legal description, please contact FWH at the contact information below

A portion of Sections 28, 31, 32 and 33, Township 2 South, Range 23 East, all of Sections 4, 5, 6, 7, 8, 9 and 17, and a portion of Sections 3, 10, 15, 16, 18, 19, 20, 21, 28, 29 and 30, Township 3 South, Range 23 East, Duval County, Florida, together with a portion of Sections 25, 26, 27, 33, 34, 35 and 36, Township 2 South, Range 22 East, all of Sections 12, 13 and 24, and a portion of Sections 1, 2, 3, 11, 14, 23, 25 and 26, Township 3 South, Range 22 East, Baker County, Florida, together with a portion of Sections 29, 30 and 31, Township 2 South, Range 23 East, Nassau County, Florida.

COMMON STREET NAMES AND DEVELOPMENTS AFFECTED BY THE TRANSFER

Bull Road, Gumhead Road, Maxville-Macclenny Road, US Highway 301 S, and West Fiftone Road.
Midpoint Commons.

APPLICATION DOES NOT INCLUDE REQUEST FOR CHANGE IN RATES

FWH is not requesting a change to rates, classifications, charges, or rules and regulations; therefore, your current rates will not be affected by this transfer. The FCRU water and wastewater systems are currently under construction and are not currently serving customers.

FILING OF OBJECTIONS

Any objection to this application must be made in writing and filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.

Electronic Articles of Incorporation For

P20000036022
FILED
May 12, 2020
Sec. Of State
dlokeefe

FLORIDA UTILITY SYSTEMS, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FLORIDA UTILITY SYSTEMS, INC.

Article II

The principal place of business address:

12535 REED ROAD
SUGAR LAND, TX. US 77478

The mailing address of the corporation is:

12535 REED ROAD
SUGAR LAND, TX. US 77478

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1,000

Article V

The name and Florida street address of the registered agent is:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL. 32301

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SANDRA YOUNKER

P20000036022
FILED
May 12, 2020
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

JOSEPH PARK
15088 ROSECRANS AVE.

LA MIRADA, CA 90638

Electronic Signature of Incorporator: JOSEPH PARK

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Leslie Sellers 8004323822

(02/07) 09/25/2025 01:30:18 P2

P20000036022
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number
(shown below) on the top and bottom of all pages of the document.

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To:
Division of Corporations
Fax Number : (850)617-6380

From:
Account Name : CAPITOL SERVICES, INC.
Account Number : I20160000017
Phone : (855)498-5500
Fax Number : (800)472-0533

****Enter the email address for this business entity to be used for future
annual report mailings. Enter only one email address please.****

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
FLORIDA UTILITY SYSTEMS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$43.75

me1 9-26-2025

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Corporate Filing Menu

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Leslie Sellers 8004323622

(03/07) 09/25/2025 01:30:46 PM

COVER LETTER

TO: Amendment Section
Division of Corporations

H25000344652

NAME OF CORPORATION: FLORIDA UTILITY SYSTEMS, INC.

DOCUMENT NUMBER: P20000036022

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

KEVIN LABOR / MARK WANG

Name of Contact Person

NEXUS WATER GROUP, INC.

Firm/ Company

2150 TOWN SQUARE PLC STE 400

Address

SUGAR LAND, TEXAS 77479

City/ State and Zip Code

LEGAL@NEXUSWG.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

KEVIN LABOR

at 773 758-2041

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|---|--|
| ☐ \$35 Filing Fee | ☐ \$43.75 Filing Fee &
Certificate of Status | ☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | ☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed) |
|--|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

2025 SEP 25 PM 12:24

FILED

H25000344652

000006

Leslie Sellers 8004323622

(04/07) 09/25/2025 01:31:06 PM

Articles of Amendment
to
Articles of Incorporation
of

H25000344652

FLORIDA UTILITY SYSTEMS, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

P20000036022

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

FLORIDA WATER HOLDINGS, INC.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp.," "Inc.," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

(Florida street address)

New Registered Office Address: _____, Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

H25000344652

000007

Leslie Sellers 8004323622

(05/07) 09/25/2025 01:31:24 PM

H25000344652

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe
☒ Remove V Mike Jones
☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ☐ Change	T	ERMAL FATUSHA	2150 Town Square Plc Ste 400
☒ Add			Sugar Land, TX 77479
☐ Remove			
2) ☐ Change			
☐ Add			
☐ Remove			
3) ☐ Change			
☐ Add			
☐ Remove			
4) ☐ Change			
☐ Add			
☐ Remove			
5) ☐ Change			
☐ Add			
☐ Remove			
6) ☐ Change			
☐ Add			
☐ Remove			

FILED

2025 SEP 25 PM 12:24

Leslie Sellers 8004323622

(07/07) 09/25/2025 01:31:49 PM

H25000344652

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: 9/25/25
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

Dated 9/25/2025

Signature _____
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JOSEPH PARK

(Typed or printed name of person signing)

SECRETARY

(Title of person signing)

FILED
2025 SEP 25 PM 12:24
CLERK OF SUPERIOR COURT
JANUARY 1, 2025

H25000344652

000010

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

Between

ROBERTS UTILITY HOLDINGS, LLC,

AND

FLORIDA WATER HOLDINGS, INC.

June 17, 2026

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EXHIBITS

Exhibit A – Monies Expended Chart (as of January 15, 2026)
Disclosure Schedules
FPSC Approval
FCRU Land

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”) is made this 17th day of June, 2026, by and between **ROBERTS UTILITY HOLDINGS, LLC** (“**Seller**”), and **FLORIDA WATER HOLDINGS, INC.**, a Florida corporation, (“**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. First Coast Regional Utilities, Inc., a Florida corporation (“**FCRU**”), is a Florida Public Service Commission (the “**FPSC**”) certificated utility holding Certificate Nos. 680-W and 580-S (the “**Certificates**”) possessing the exclusive right to provide water and wastewater utility services to an approximate 11,861 contiguous acres as of the date hereof and subject to expansion in accordance with Section 6.11 in Nassau, Duval and Baker Counties, Florida (such now-existing FPSC certificated service area, the “**Service Area**”).

B. On May 25, 2022, the FPSC granted the Certificates to FCRU. The Service Area is expected to expand substantially in the future because of FCRU’s location and the absence of competing water and wastewater utilities in the nearby area. For example, on March 23, 2026, the FPSC granted the Application of FCRU to amend its water and wastewater certificates so as to serve the property in Baker County known as Midpoint Commons, which consists of 2,134 acres of land, more or less, rendering the current Service Area to be approximately 14,000 acres.

C. FCRU’s assets include approximately 107 +/- acres of land (the “**FCRU Land**”), the Certificates, the Consumptive Use Permit (with a duration of 20 years) issued on July 11, 2024 by the St. Johns River Water Management District with a total aggregate allocation of 1.203 million gallons per day (“**mgd**”), consisting of 0.96 mgd from the Upper Floridan Aquifer, 0.196 mgd of beneficial use of surface water, and 0.047 mgd of water from the Intermediate Aquifer (the “**CUP**”), and design drawings for water treatment, wastewater treatment, and reuse water facilities at the 90% completion level, including related site work and a construction and operation permit for a 1 million gallon per day domestic advanced wastewater treatment facility with effluent/reclaimed water disposal via a slow-rate public access reuse system with rapid infiltration basins serving as a secondary means of effluent disposal and wet weather storage. Additionally, Seller will ensure that Buyer will own such stormwater systems as are related to the plant site(s).

D. Buyer and Buyer’s Affiliates own operating companies that provide water and wastewater services in 20 states in the U.S., including Florida, as well as two Canadian Providences, and has demonstrated that it or an affiliate has the technical, managerial and financial ability to own utility operation companies.

E. The Parties agree that it is in the public interest that Buyer acquire FCRU and, through FCRU, provide water and wastewater services throughout the Service Area.

F. Prior to the execution of this Agreement, the individual shareholders of FCRU (collectively, the “**Seller Members**”) contributed and transferred all of the issued and outstanding

stock of FCRU (the “**Stock**”) to Seller in exchange for membership interests in Seller and, as a result, Seller owns all of the Stock.

G. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Stock.

NOW, THEREFORE, in consideration of the mutual conditions and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

SPECIFICS; DEFINITIONS

1.1 Recitals. The Recitals set forth above are true, correct and are incorporated herein and made a part hereof.

1.2 Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms have the following meanings:

1.2.1 “**Affiliate**” means, with respect to any Person, any other Person that owns or controls, is owned or controlled by, or is under common ownership or control with the Person in question. As used in this definition, “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided that, with respect to Buyer, “Affiliate” shall be limited to Nexus Water Group, Inc. and each person controlled by Nexus Water Group, Inc.

1.2.2 “**Code**” means the Internal Revenue Code of 1986, as amended, from time to time.

1.2.3 “**DBO Agreement**” means that certain “Design, Build, Operations, Maintenance and Reimbursement Agreement” entered into between FCRU and FWU Environmental Services, Inc. as of December 18, 2025, as amended from time to time.

1.2.4 “**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

1.2.5 “**Environment**” means soil, land surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (indoor air), plant and animal life, and any other environmental medium or natural resource.

1.2.6 “**Environmental, Health, and Safety Liability**” means any loss, liability, obligation, or other responsibility resulting from or arising under an Environmental Law, including those consisting of or relating to:

1.2.6.1 any environmental matter or condition (including on-site or off-site contamination regulation of any chemical substance or product);

1.2.6.2 any fine, penalty, judgment, award, order, violation, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law;

1.2.6.3 any financial responsibility under any Environmental Law for cleanup costs, corrective action, or remedial action, including any cleanup, removal, containment, or other remediation or response actions required by any Environmental Law and for any natural resource damages;

1.2.6.4 any other compliance, corrective or remedial measure required under any Environmental Law; or

1.2.6.5 any Hazardous Activity.

1.2.7 The terms “**removal**,” “**Remedial Action**,” and “**response action**” include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, or state equivalent.

1.2.8 “**Environmental Law**” means any Law:

1.2.8.1 advising governmental authorities, employees, or the public with respect to the use of any Hazardous Material, the Release of Hazardous Material, violation of discharge or emission limits, or any Hazardous Activity that would breach or violate a law;

1.2.8.2 preventing or reducing the Release of Hazardous Material into the Environment;

1.2.8.3 reducing the generation of Hazardous Material;

1.2.8.4 assuring that products are designed, formulated, and packaged so that they do not present an actual risk to human health or the Environment when used or disposed of;

1.2.8.5 protecting the Environment;

1.2.8.6 reducing the risks involved in the transportation of Hazardous Material; or

1.2.8.7 the cleanup of Hazardous Material that has been Released, preventing the Release of Hazardous Material, or paying the costs of such actions.

1.2.9 “**Escrow Agent**” means Computershare Trust Company, N.A., a national banking association organized under the laws of the United States.

1.2.10 “**Escrow Agreement**” means that certain Escrow Agreement by and between Buyer, Seller, and Escrow Agent.

1.2.11 “**Escrow Fund**” means (i) all of Seller’s shares of Stock, (ii) any Certificates from the FPSC related to FCRU which are held by Seller or any of Seller’s Affiliates and not FCRU, and (iii) any permits held by Seller or any of Seller’s Affiliates related to FCRU which are not owned by FCRU (including, for the avoidance of doubt, any Consumptive Use Permits, FDEP construction permits, or otherwise).

1.2.12 “**Hazardous Activity**” means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Material or breaches or violations of an Environmental Law.

1.2.13 “**Hazardous Material**” means any substance, material, or waste that, as of the Closing Date, is regulated by any governmental authority, including any material, substance, or waste that is defined or classified as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “pollutant,” “restricted hazardous waste,” “contaminant,” “toxic waste,” “pollutant,” “radioactive material” or “toxic substance” under any provision of Environmental Law, including petroleum, petroleum products, products of hydrocarbon or geothermal energy extraction and produced waters resulting therefrom, asbestos, asbestos-containing material, urea formaldehyde, 1,4- dioxane, per- and poly-fluoroalkyl substances, or polychlorinated biphenyls, in amounts that exceed the limits of Environmental Laws.

1.2.14 “**Indebtedness**” means, without duplication and with respect to FCRU, all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, (c) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (d) indebtedness secured by a lien on assets or properties of FCRU; (e) obligations or commitments to repay deposits or other amounts advanced by and owing to third parties; (f) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (e) capital lease obligations; (f) reimbursement obligations under any letter of credit, banker’s acceptance or similar credit transactions; (g) all obligations of FCRU to purchase, redeem, retire, defease, or otherwise acquire for value any capital stock of FCRU or any warrants, rights, or options to acquire such capital stock; (h) direct or indirect guarantees made by FCRU on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (a) through (g); and (i) any unpaid interest, prepayment penalties, premiums, costs, and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (h).

1.2.15 “**Operating Agreement**” means that certain Amended and Restated Operating Agreement between Seller and Buyer to be dated as of the date that the Restructuring Documents are effective in the form previously agreed to by Seller and Buyer.

1.2.16 “**Person**” means an individual, corporation, limited liability company, general or limited partnership, joint venture, trust, unincorporated organization, governmental authority, or other entity.

1.2.17 “**Project**” means the FCRU utility system including the capital costs and expenses relative to the certification, permitting, design, construction, expansion, and defense of the legal and financial integrity thereof, including the Service Area, but excluding costs or fees associated with, arising from or related to the now suspended [REDACTED] FCRU bond issue.

1.2.18 “**Release**” means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the Environment.

1.2.19 The term “**knowledge**” and words of similar import mean, with respect to any fact or other matter, the knowledge that Seller or FCRU’s officers or directors, as applicable, possess or are aware of or the knowledge that a reasonably prudent Person, in such Person’s capacity as a shareholder, officer, or director of FCRU, as applicable, would reasonably be expected to discover or otherwise become aware of in the course of conducting a reasonably comprehensive investigation.

1.2.20 “**Restructuring Documents**” mean, collectively, those certain Articles of Conversion and Articles of Organization for FCRU which shall be filed by Buyer to cause FCRU to be a limited liability company as set forth in Section 3.4.

1.2.21 “**Seller’s Actual Knowledge**” means the actual knowledge, without duty of inquiry or investigation, of Avery C. Roberts, C. Austen Roberts, and Mac Miller.

1.2.22 “**Seller Indemnitors**” means Avery C. Roberts and C. Austen Roberts.

1.2.23 “**Service Area**” has the meaning set forth in Recital A, above.

1.2.24 “**Services**” means the design, build, operation and/or maintenance of the System since signing of the DBO Agreement pending Closing or termination hereof subject to the provisions of Section 6.5.

1.2.25 “**System**” or “**Utility System**” means FCRU’s potable water supply, treatment, transmission and distribution system and the wastewater collection, treatment, and disposal system.

ARTICLE 2

PURCHASE AND SALE OF STOCK

2.1 Purchase and Sale of Stock. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Stock, free and clear of all Encumbrances, for the consideration specified in this Article 2.

2.2 [REDACTED]

2.2.1 [REDACTED]

2.2.2 [REDACTED]

2.3 [REDACTED]

ARTICLE 3

CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices

of Smith Hulsey & Busey or remotely by the exchange of executed documents on a date that is within 30 days after the satisfaction or waiver of all conditions specified in Article 7 (other than conditions that are to be satisfied at the Closing), or as otherwise agreed by the Parties. The day on which the Closing occurs is referred to herein as the “**Closing Date.**” The Closing shall be effective as of 12:01 a.m., Eastern time, on the Closing Date (the “**Effective Time**”).

3.2 Deliveries by Seller at the Closing. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

3.2.1 If the Stock is certificated, certificates representing the Stock, free and clear of all Encumbrances, duly endorsed in blank, or accompanied by either stock powers duly executed in blank by Seller, or if the Stock is uncertificated, stock powers duly executed in blank by Seller and assignments separate from certificate, or such other instruments of assignment and transfer as are reasonably acceptable to Buyer in each case;

3.2.2 Payoff letters with respect to any Indebtedness, confirming the payoff amounts required to pay off such Indebtedness in full as of the Closing and documentation evidencing, to the reasonable satisfaction of Buyer, the release of all liens securing any Indebtedness;

3.2.3 A good standing certificate with respect to FCRU dated no earlier than five business days prior to Closing;

3.2.4 A good standing certificate for Seller dated no earlier than five business days prior to Closing;

3.2.5 A Manager’s Certificate of Seller, dated as of the Closing Date, certifying that (a) attached thereto are true, correct, and complete copies of (i) Seller’s Articles of Organization, (ii) Seller’s operating agreement, together with any and all amendments thereto, and (iii) all resolutions or consents adopted by the managers or members of Seller authorizing the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby, and (iv) the names and signatures of the officers of Seller authorized to sign this Agreement and any other documents to be delivered hereunder and thereunder.

3.2.6 A certificate pursuant to Treasury Regulations Section 1.1445-2(b) that no Seller is a foreign person within the meaning of Section 1445 of the Code;

3.2.7 A certificate of the Seller, dated the Closing Date, certifying that each of the conditions set forth in Sections 7.1.1, 7.1.2, 7.1.6, and 7.1.7 have been satisfied;

3.2.8 Duly executed resignation letters of the officers and directors of FCRU effective immediately prior to the Effective Time;

3.2.9 At least three business days prior to Closing, a funds flow statement setting forth each payment to be made at the Closing, including the identity and wire instructions for each

payment recipient and the amount of payment to be made to each recipient (the “**Funds Flow Statement**”), duly executed by Seller;

3.2.10 Counterparts of the Operating Agreement, duly executed by each respective Seller;

3.2.11 A duly executed counterpart of the Escrow Agreement; and

3.2.12 A counterpart of the Consulting Agreement, duly executed by Roberts Planning & Consulting, Inc.

3.3 Deliveries by Buyer at the Closing.

3.3.1 At the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

3.3.1.1 The Funds Flow Statement, duly executed by Buyer;

3.3.1.2 A certificate from Buyer certifying (a) that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and (b) the names and signatures of the officers of Buyer authorized to sign this Agreement and any other documents to be delivered hereunder and thereunder;

3.3.1.3 A certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, certifying that each of the conditions set forth in Sections 7.2.1 and 7.2.4 have been satisfied;

3.3.1.4 A duly executed counterpart of the Escrow Agreement;

3.3.1.5 Duly executed copies of the Restructuring Documents;

3.3.1.6 A counterpart of the Operating Agreement, duly executed by Buyer; and,

3.3.1.7 A counterpart of the Consulting Agreement, duly executed by Buyer.

3.3.2 At the Closing, Buyer shall make, or cause to be made, the following payments:

3.3.2.1 On behalf of FCRU and/or Seller, to each Person identified in the Funds Flow Statement with respect to all Indebtedness, the amount specified in the Funds Flow Statement as payable to such Person, by wire transfer of immediately available funds to the account(s) specified in the Funds Flow Statement; and

3.3.2.2 To Seller an amount equal to [REDACTED] as described in Section 2.2.1. herein, by wire transfer of immediately available funds to the account(s) specified in the Funds Flow Statement.

3.4 Restructuring.

3.4.1 Immediately following the Closing, Buyer shall cause FCRU to be restructured so that it is an entity disregarded from its owner for tax purposes and converted to a Florida limited liability company by filing the Restructuring Documents with the Secretary of State for the State of Florida.

3.4.2 After the Restructuring Documents have been filed and are effective, Buyer will cause FCRU to adopt the Operating Agreement which Operating Agreement shall authorize and reflect the issuance of Class B Membership Units to Seller which Class B Membership Units shall be treated as “profits only” interests for Tax purposes as more fully described in the Operating Agreement. The Class B Membership Units issued to Seller will be non-voting membership units which entitle Seller to certain economic rights as more fully described in the Operating Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES REGARDING SELLER AND FCRU

As of the date of this Agreement and as of Closing, Seller and Seller Indemnitors, jointly and severally, represent and warrant to Buyer as follows:

4.1 Corporate Status; Organization; Ownership of Stock.

4.1.1 FCRU is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. FCRU is not in violation of any provision of its organizational documents.

4.1.2 As of the date of signing and Closing Date, the authorized capital stock of FCRU consists of 1,000 shares of common stock, having no par value, of which 606.67 shares are issued and outstanding. All of the shares of common stock have been duly authorized, are validly issued, fully paid and non-assessable. Seller owns beneficially and of record, all of the issued and outstanding shares of common stock, and Seller holds all right, title and interest in and to such shares of Stock, free and clear of all liens and Encumbrances of any kind, other than restrictions on transfer imposed by federal and/or state securities laws.

4.1.3 All of the shares of Stock were issued in compliance with applicable laws, and none of the shares of Stock were issued in violation of any agreement, arrangement or commitment to which Seller or FCRU is a party or is subject to or in violation of any preemptive or similar rights of any Person. FCRU has no other issued or outstanding securities and there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of FCRU or obligating

Seller or FCRU to issue or sell any shares of capital stock of, or any other interest in, FCRU. FCRU does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Stock, other than the Shareholders' Agreement, dated as of March 1, 2023, by and among the Seller Members and FCRU which Shareholders' Agreement was terminated upon Seller Members' contribution of the Stock to Seller.

4.2 Authority of Seller; Enforceability. Seller is duly organized, validly existing, and in good standing under the laws of the State of Florida. Seller has the necessary company power and authority to enter into this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and, assuming the due execution and delivery hereof by Buyer, constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general application affecting or relating to the enforcement of creditors' rights generally, and subject to general principles of equity, whether considered in a proceeding at law or in equity.

4.3 Contracts. Except as specifically set forth on Section 4.3 of the Disclosure Schedules or contracts expressly approved by Buyer pursuant to the terms hereof, (a) FCRU has not entered into any contracts or agreements which will not be terminated prior to the Closing and (b) there are no contractual requirements, including any restrictive covenants, applicable to FCRU or its business. Except as specifically identified on Section 4.3 of the Disclosure Schedules, (a) each contract or agreement to which FCRU is a party is a valid and binding agreement of FCRU, is in full force and effect and is enforceable against FCRU, in accordance with its terms, and to the knowledge of FCRU or Seller, each contract or agreement is a valid and binding agreement of the other parties to such contract or agreement; (b) FCRU is not in breach of or default under any contract or agreement, nor is there any basis for any valid claim of default, and no event has occurred or condition exists that with the passage of time or giving of notice or both would constitute such a default, result in any default or loss of rights or result in the creation of any Encumbrance under, or pursuant to, any such contract or agreement; (c) to the knowledge of FCRU or Seller, there is no existing breach or default by any other party to any contract or agreement to which FCRU is a party, and no event has occurred or condition exists which with the passage of time or giving of notice or both would constitute any default by such other party, result in any loss of rights or result in the creation of any Encumbrance under, or pursuant to, any such contract or agreement; (d) FCRU has not received any written or, to the knowledge of FCRU or Seller, oral notice that any Person intends to cancel, terminate, or otherwise modify any material terms of any contract or agreement.

4.4 No Employees. FCRU does not and has never had any employees and thus no employee or employee benefit liabilities of any kind. FCRU is not an ERISA Affiliate with any other entity. "ERISA Affiliate" shall mean all employers (whether or not incorporated) that would be treated together with FCRU or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code or Section 4001 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder. All individuals characterized and treated by the Company as independent contractors or consultants are properly classified and

treated as independent contractors under applicable laws and regulations. FCRU has complied, in all material respects, with all independent contractor or consultant-related contracts or agreements to which it is a party or by which it is bound.

4.5 Financial Statements. FCRU or Seller have furnished or otherwise made available to Buyer true and complete copies of FCRU's internally prepared balance sheet and the related statements of revenue, expenses, retained earnings, and cash flow for the fiscal years ending on, December 31, 2023, December 31, 2024, and December 31, 2025 (the "Annual Financial Statements"), and (b) FCRU's internally prepared statements of revenue, expenses, retained earnings, and cash flow for the period commencing on January 1, 2026 through March 31, 2026, along with a balance sheet for such period (the "Interim Financial Statements" and, together with the Annual Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP, consistently applied throughout the periods covered thereby. The Financial Statements (i) are true, correct and complete; (ii) were prepared in accordance with the books and records of FCRU; (iii) fairly and accurately present the financial condition, results of operations, cash flows and changes in financial position of the Company as of the dates and for the periods indicated; (iv) reflect all liabilities of FCRU required to be reflected or reserved against therein in accordance with GAAP; and (v) do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading. The books and records of FCRU are accurate and complete and have been consistently maintained in accordance with sound business practices. FCRU has no off-balance sheet liabilities, obligations, or arrangements of any kind. There have been no instances of fraud, misappropriation, or intentional misstatement that involve: (A) Seller, any officer or director of FCRU, or any Person acting on behalf of FCRU or Seller; or (B) any other Person with access to financial information of FCRU.

4.6 Accounts Payable; Indebtedness. As of the Closing, FCRU will have satisfied, paid and discharged its accounts payable, if any, all other current liabilities and obligations, if any, accrued as of the Closing, and, except for those liabilities that will be paid as described in Article 2 of this Agreement, all Indebtedness of FCRU.

4.7 No Guarantees. FCRU has not, directly or indirectly, guaranteed the financial obligations or liabilities of any Person.

4.8 No Bankruptcy. FCRU has not filed a petition or undertaken any action or proceeding to be declared bankrupt, to liquidate assets or to be dissolved. No petition in bankruptcy has been filed against FCRU.

4.9 Compliance with Laws; Permits. FCRU has operated in material compliance since its inception, and is currently in material compliance, with all laws, regulations and governmental orders and decrees applicable to FCRU or its business, properties or assets. The Certificates and the CUP have been obtained and are valid and in full force and effect, and no event has occurred that would reasonably be expected to result in the revocation or lapse of any such Certificate or permit. The Certificates and the CUP will not be terminated or impaired or become terminable as a result of the transactions contemplated by this Agreement.

4.10 Taxes.

4.10.1 FCRU has filed, or has caused to be filed on its behalf, all income and other Tax Returns required to be filed by it pursuant to applicable law on a timely basis (taking into account any applicable extensions of time to file), and such Tax Returns are accurate and complete. FCRU is not currently the beneficiary of any extension of time within which to file any Tax Return. All Taxes due and payable with respect to FCRU (whether or not shown on any Tax Return) have been timely paid in full. All Taxes that FCRU is required to withhold or to collect for payment have been duly withheld and collected and timely paid over to the appropriate taxing authorities. There are no liens for Taxes (other than Taxes which are not yet due and payable) upon any of the assets of FCRU. Adequate reserves have been provided for on FCRU's balance sheet (and not merely the notes thereto) for any existing Taxes of FCRU not yet due and payable and the amount of said reserves is at least equal to the liability for Taxes of FCRU. Tax Returns of FCRU have not been audited by the Internal Revenue Service or relevant state tax authorities.

4.10.2 There is no action, suit, proceeding, audit, claim or, to the knowledge of FCRU or Seller, investigation, pending and there is no unassessed deficiency proposed in writing in respect of any Taxes for which FCRU is or would reasonably be expected to become liable, nor has any deficiency or claim for any such Taxes been proposed, asserted or assessed in writing. No written claim has ever been made by a Taxing authority in any jurisdiction in which FCRU does not file Tax Returns that FCRU is or may be subject to taxation by that jurisdiction.

4.10.3 FCRU or Seller have furnished or otherwise made available to Buyer true and complete copies of all income Tax Returns and all other material Tax Returns of FCRU filed or prepared but not yet filed with respect to taxable years ending on or after December 31, 2023.

4.11 Anti-Corruption. Seller and FCRU and their respective officers and directors have conducted their respective business in compliance with, and are currently in compliance with, all applicable anti-corruption laws in the jurisdictions in which they operate. Seller and FCRU and their respective officers and directors have not, directly or indirectly: (a) made or caused to be made any unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or related to its business operations; (b) made or offered or caused to be made or offered any unlawful payment, loan, or transfer of anything of value, including any unlawful reward, advantage, or benefit of any kind, to or for the benefit of any government official or employee to obtain or retain business or to secure any improper advantage; or (c) made or proposed to make any unlawful bribe, payoff, influence payment, kickback, rebate or other similar unlawful payment of any nature.

4.12 Anti-Money Laundering. FCRU and Seller and any Person controlling or acting on behalf of Seller (in their capacities on behalf of Seller) are in compliance in all material respects with all anti-money laundering laws related to the prevention of money laundering and terrorist financing in which FCRU, Seller, or such Person controlling Seller, as applicable, operates.

4.13 Sanctions. FCRU and Seller are not Persons that are, and FCRU and Seller are not fifty percent (50%) or more owned or controlled by a Person or Persons that are: (a) the subject of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. government (including the U.S. Department of the Treasury's Office of Foreign Assets

Control and the U.S. Department of State), the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority (collectively, "**Sanctions**"), or (b) located, organized or resident in a country, region or territory that is, or whose government is, the subject of comprehensive Sanctions (a "**Sanctioned Country**"). FCRU and Seller will not directly or indirectly use any of the proceeds of the transactions contemplated by this Agreement for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Person subject to Sanctions, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions, or in any manner that would result in the violation of any Sanctions.

4.14 No Conflict. Subject to the receipt of all required approvals as set forth in Section 4.14 of the Disclosure Schedules, including approval from the FPSC, the execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not (a) conflict with or violate, breach or result in default under, any organizational document of FCRU, (b) conflict with or violate or breach any law or writ, ruling, order, directive, judgment or decree of any court, arbitrator or governmental agency or authority applicable to Seller or FCRU, (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent, notice or other action under, or give to others any rights of termination, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Seller or FCRU is bound or to which any of their respective properties and assets are subject or any permit affecting the properties, assets or business of Seller or FCRU or (d) result in the creation or imposition of any Encumbrance on any properties or assets of FCRU, except, with respect to clauses (b), (c) and (d), as would not be material or would not reasonably be expected to materially affect the ability of Seller or FCRU to carry out their obligations hereunder and to consummate the transactions contemplated hereby.

4.15 Litigation. There are no (and have never been any) claims, actions, suits, demands, charges, complaints, causes of action, arbitrations, hearings, audits, investigations or legal proceedings pending, or, to FCRU or Seller's knowledge, threatened, (a) against or by FCRU or affecting any of its properties or assets (or by or against Seller and relating to FCRU), (b) against or by FCRU or affecting any of its properties or assets (or by or against Seller and relating to FCRU) with respect to any JEA Agreements; or (c) against or by FCRU or Seller that challenges or seeks to prohibit, enjoin, restrain or otherwise delay the transactions contemplated hereby. To the knowledge of Seller or FCRU, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such claims, actions, suits, demands, charges, complaints, causes of action, arbitrations, hearings, audits, investigations or legal proceedings.

4.16 No Brokers or Finders. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the participation of any Person based upon arrangements made by or on behalf of Seller or FCRU who would be entitled to any brokerage, finder's fee or similar compensation.

4.17 Absence of Undisclosed Liabilities. Except as set forth on Section 4.17 of the Disclosure Schedules, FCRU has no material liabilities, guarantees or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to

become due, that have not been disclosed to Buyer and specifically reflected on, and adequately reserved against, the balance Sheet included in the Annual Financial Statements as of December 31, 2025, or the interim balance sheet included in the Interim Financial Statements.

4.18 Real Property; Title to Assets.

4.18.1 All real property owned by FCRU is owned in fee simple.

4.18.2 Section 4.18 of the Disclosure Schedules also lists all real property in which FCRU has an ownership interest, leasehold (or subleasehold) interest, or license to use (together with all buildings, structures, and improvements located thereon, the “**Real Property**”), including the street address or legal description of each parcel of Real Property. Seller has delivered or made available to Buyer true, correct, and complete copies of all contracts, leases, subleases, licenses, title insurance policies, and surveys relating to the Real Property, together with all amendments, modifications, or supplements thereto.

4.18.3 FCRU has good and valid (and, in the case of owned Real Property, good and indefeasible fee simple) title to, or a valid leasehold interest in, all Real Property (including the FCRU Land) and personal property and other assets, including as reflected in the Financial Statements or acquired thereafter. All Real Property and such personal property and other assets (including leasehold interests) are free and clear of Encumbrances. All of the leases and licenses affecting the Real Property are and will be in full force and effect and enforceable against the parties thereto, in accordance with their respective terms, on and after the Closing Date. To FCRU or Seller’s knowledge, FCRU is not in breach or default under any leases and licenses affecting the Real Property and no condition exists which (with or without notice or lapse of time or both) would constitute a default by FCRU.

4.18.4 FCRU is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to possess, lease, occupy, or use any leased Real Property. The use of the Real Property in the conduct of FCRU’s business does not violate in any material respect, any law, covenant, condition, restriction, easement, license, permit, or contract to which FCRU is a party or bound or to which its properties and assets are subject, and no material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than FCRU.

4.19 Environmental Matters. Except as set forth in Section 4.19 of the Disclosure Schedules:

4.19.1 FCRU has operated in material compliance since its inception, and is currently in material compliance, with all Environmental Laws.

4.19.2 FCRU and Seller have not received, and, to Seller’s Actual Knowledge, no other Person for whose conduct FCRU is or could be held responsible has received, any order, notice, or other communication (written or, to Seller’s Actual Knowledge, oral) relating to any actual, alleged, or potential violation by FCRU of or FCRU’s failure to comply with any Environmental Law, or any actual or potential Environmental, Health, and Safety Liability.

4.19.3 There are no pending or, to Seller's Actual Knowledge, threatened claims or Liens resulting from any Environmental, Health, and Safety Liability or arising under or pursuant to any Environmental Law, with respect to or affecting FCRU, its business or its assets.

4.19.4 Neither FCRU nor, to Seller's Actual Knowledge, any other Person for whose conduct FCRU is responsible, has any liability for breach or violation of an Environmental, Health, and Safety Liability. To Seller's Actual Knowledge, no event has occurred, and no circumstance exists, that (with or without notice or lapse of time) could result in FCRU or any other Person for whose conduct FCRU is responsible (i) having any Environmental, Health and Safety Liability or (ii) violating any Environmental Law.

4.19.5 Except as set forth on Schedule 4.19.5, there is no Hazardous Material present on or, to Seller's Actual Knowledge, under the Real Property or any real property that, to Seller's Actual Knowledge, is geographically, geologically, hydraulically or hydro-geologically adjoining to the Real Property ("**Adjoining Property**"). Neither Seller or FCRU nor, to Seller's Actual Knowledge, any other Person for whose conduct FCRU is or could be held responsible has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to FCRU or any other asset in which FCRU has an interest. FCRU has never Released, nor has it at any time allowed or arranged, for any third party to Release, Hazardous Material to, at, or upon any location (including any parcel of real property owned, used, or leased at any time by FCRU). FCRU has never treated, stored, disposed of, transported, handled or arranged for the treatment, storage, disposal of, transport or handling of any Hazardous Material. To Seller's Actual Knowledge, there has never occurred, nor is there presently occurring, any Release of any Hazardous Material on, into or directly beneath the surface of the Real Property or onto any Adjoining Property.

4.19.6 Other than as referenced in Section 4.19.5 above, none of the Real Property and, to Seller's Actual Knowledge, no Adjoining Property contains any (i) underground storage tanks or (ii) landfills, surface impoundments, or disposal areas.

4.19.7 Such Seller has made available to Buyer copies of all reports, studies, analyses, or tests initiated by or on behalf of and, in each case, in the possession of such Seller pertaining to the environmental condition of, Hazardous Material or Hazardous Activity in, on, or under, the Real Property or any Adjoining Property, or concerning compliance by FCRU or any other Person for whose conduct FCRU is or could be held responsible, with Environmental Laws.

4.20 Absence of Certain Changes. Since June 30, 2025, there has not been, with respect to FCRU, any change, event, condition, or development that has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect upon the business, results of operations, condition, or assets of FCRU.

4.21 Related Party Transactions. There are no contracts or other arrangements involving FCRU in which Seller or any of its Affiliates' immediate family members is a party, has a financial interest, or otherwise owns or leases any material asset, property, or right which is used by FCRU.

4.22 No Subsidiaries. FCRU does not have, or have the right to acquire, an ownership interest in any other Person.

4.23 Intellectual Property. FCRU has the valid and enforceable right to use all Intellectual Property used or held for use in or necessary for the conduct of FCRU's business as currently conducted or as proposed to be conducted, free and clear of all Encumbrances. The conduct of FCRU's business as currently and formerly conducted has not infringed, misappropriated, or otherwise violated the Intellectual Property or other rights of any Person. The term "**Intellectual Property**" means any and all of the following in any jurisdiction throughout the world: (i) issued patents and patent applications; (ii) trademarks, service marks, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, including all applications and registrations; (iv) trade secrets, know-how, inventions (whether or not patentable), technology, and other confidential and proprietary information and all rights therein; (v) internet domain names and social media accounts and pages; and (vi) other intellectual or industrial property and related proprietary rights, interests, and protections.

4.24 Insurance. Section 4.24 of the Disclosure Schedules lists all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by FCRU and relating to the assets, business, operations, employees, officers and directors of FCRU (collectively, the "Insurance Policies") and true and complete copies of the Insurance Policies have been made available to Buyer. The Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. All premiums due on the Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy. All of the Insurance Policies: (a) are valid and binding in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. FCRU is not in default under, and has not otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy.

4.25 Disclaimer. Except for the representations and warranties expressly set forth in Article 4 (including the related Disclosure Schedules), no Seller nor any of their respective representatives has made any representations or warranties, express or implied, of any nature whatsoever relating to FCRU or its business or assets or the Stock, or otherwise in connection with the transactions contemplated by this Agreement, including any representations or warranties as to future revenue, profitability, or success of FCRU, or any representations or warranties arising from statute or otherwise in law, from a course of dealing or a usage of trade. All such other representations and warranties are expressly disclaimed by Seller.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

As of the date of this Agreement and as of Closing, Buyer hereby represents and warrants to Seller as follows:

5.1 Authority of Buyer. Buyer is duly organized, validly existing, and in good standing under the laws of the State of Florida. Buyer has the necessary company power and authority to enter into this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder, and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, assuming the due execution and delivery hereof by Seller, constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general application affecting or relating to the enforcement of creditors' rights generally, and subject to general principles of equity, whether considered in a proceeding at law or in equity.

5.2 No Conflict. Subject to the receipt of all required approvals as set forth on Section 5.2 of the Disclosure Schedules, including approval from the FPSC, the execution, delivery and performance by Buyer of this Agreement do not and will not (a) conflict with or violate, breach or result in default under, any organizational document of Buyer, (b) conflict with or violate or breach any law or writ, ruling, order, directive, judgment or decree of any court, arbitrator or governmental agency or authority applicable to Buyer, or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Buyer is a party, except, in each case, as would not reasonably be expected to materially affect the ability of Buyer to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement.

5.3 Litigation. There are no claims, actions, suits, demands, charges, complaints, causes of action, arbitrations, hearings, audits, investigations or legal proceedings pending or threatened in writing against Buyer or any Affiliate that challenges or seeks to prohibit, enjoin, restrain or otherwise delay the transactions contemplated hereby.

5.4 Independent Investigation. Buyer, together with its Affiliates, agents, representatives and advisors (collectively, the "**Buyer's Representatives**"), has conducted its own independent investigation, review and analysis of the Stock and of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of FCRU. Buyer acknowledges that it and Buyer's Representatives have been provided adequate access to the personnel and/or records of FCRU for such purposes. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual

representations or opinions of Seller or Seller's representatives, except the specific representations and warranties of the Seller expressly set forth in Article 4.

5.5 No Brokers or Finders. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the participation of any person or entity based upon arrangements made by or on behalf of Buyer who would be entitled to any brokerage, finder's fee or similar compensation.

ARTICLE 6

COVENANTS

6.1 Application for Transfer of Majority Organizational Control.

6.1.1 With Seller's and FCRU's cooperation, Buyer shall cause to be filed with the FPSC, no later than 30 calendar days following the date hereof, an application (the "**Application**") that (a) requests approval for the transfer of Stock and control of FCRU from Seller to Buyer as a result of the transactions contemplated by this Agreement and (b) provides financial and other information requested by the FPSC and additional information that Buyer deems necessary or desirable to assist the FPSC in completing its review of the Application. Buyer shall consult with Seller in connection with the Application; provided, that, Buyer shall have the final authority to direct the completion and filing of the Application. Buyer shall keep Seller reasonably informed of material developments in the Application process.

6.1.2 Buyer, Seller and FCRU shall use commercially reasonable efforts to obtain the FPSC's approval of the Application by the Outside Date and Buyer shall be responsible for all costs and expenses related to the preparation and submission of the Application and efforts to obtain approval of the Application. Buyer shall reimburse Seller and FCRU for all reasonable, documented and actual out-of-pocket third party costs and expenses (including professional fees and costs) incurred by Seller or, prior to the Closing, by FCRU in connection with the preparation and submission of the Application or efforts to obtain approval of the Application.

6.1.3 Prior to the Closing, Seller shall, and shall cause FCRU to, reasonably cooperate with Buyer's efforts to prepare and submit the Application and to obtain approval of the Application by providing relevant information reasonably requested by Buyer and by taking such other actions as Buyer may reasonably request in furtherance thereof.

6.2 Conduct of FCRU Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or expressly consented to, in writing, by Buyer, Seller shall, and shall cause FCRU to, (i) conduct the business of FCRU in the ordinary course of business consistent with past practice and in material compliance with all applicable laws and regulations; and (ii) use good faith and commercially reasonable efforts to maintain and preserve intact the current organization, business and Certificates of FCRU and to preserve the rights, franchises, goodwill and relationships of those having business relationships with FCRU.

6.2.1 Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall cause FCRU to:

6.2.1.1 preserve and maintain all of its permits, including the Certificates and the CUP;

6.2.1.2 pay its debts, Taxes and other obligations when due;

6.2.1.3 maintain the properties and assets owned, operated or used by FCRU in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

6.2.1.4 defend and protect its properties and assets from infringement or usurpation;

6.2.1.5 perform all of its obligations under all contracts, permits and regulatory requirements relating to or affecting its properties, assets or business;

6.2.1.6 maintain its books and records in accordance with past practice; and

6.2.1.7 not take or permit any action that would cause any of the changes, events or conditions described in Section 6.2.2 to occur.

6.2.2 Except as expressly permitted by this Agreement, without the prior written consent of Buyer, or as required by law, Seller shall not take (or permit FCRU to take) any of the following actions:

6.2.2.1 sell, transfer, lease, sublease, license, allow the expiration or lapse of or otherwise dispose of or encumber any of assets or stock of FCRU;

6.2.2.2 initiate any litigation or enter into any compromise or settlement of any litigation, legal proceeding or governmental investigation with respect to FCRU;

6.2.2.3 enter into or amend any agreement or settlement with any tax authority for any taxable period or portion thereof that could reasonably be expected to have a material and adverse impact on FCRU or FCRU's assets;

6.2.2.4 permit FCRU to acquire a material portion of the assets of, or by any manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets that are material, individually or in the aggregate, to FCRU;

6.2.2.5 mortgage, pledge or create any lien or Encumbrance on any of the assets of FCRU or incur any material Indebtedness;

6.2.2.6 amend or otherwise change any of FCRU's organization or governing documents, except as specifically contemplated by this Agreement; or

6.2.2.7 agree to take any of the foregoing actions.

6.3 Further Assurances. Each Party shall deliver or cause to be delivered such additional instruments and take such additional actions on the Closing Date and at such other times and places before or after the Closing as the other Party reasonably may request for the purpose of carrying out the provisions of this Agreement.

6.4 Tax.

6.4.1 Filing of Tax Returns; Payment of Taxes. Buyer shall prepare or cause to be prepared all Tax Returns required to be filed by FCRU after the Closing Date for all Pre-Closing Tax Periods (“**Pre-Closing Tax Returns**”) and Straddle Period (“**Straddle Period Tax Returns**”). Each such Pre-Closing Tax Return and Straddle Period Tax Return shall be prepared on a basis consistent with past practice except to the extent otherwise required by applicable law. Buyer shall provide Seller with a copy of any such Pre-Closing Tax Return or Straddle Period Tax Return a reasonable number of days prior to the due date for the filing of such Tax Return (such reasonable period to be not less than fifteen (15) days in the case of an income Tax Return) for the Seller’s review and reasonable comment. Buyer will consider such comments in good faith and will provide a copy of such Tax Return, including any such revisions as Buyer approves, to Seller. Buyer will cause such Pre-Closing Tax Return or Straddle Period Tax Return to be timely filed by FCRU, and Seller will timely pay or promptly reimburse FCRU for, all Taxes for the Pre-Closing Tax Period with respect to such Tax Return and all Taxes for the Straddle Period apportioned to the Pre-Closing Tax Period under Section 6.4.2.

6.4.2 Straddle Period Tax Allocation. In the case of Taxes that are payable with respect to a Straddle Period, the portion of any such Tax that is allocable to the portion of the Straddle Period ending at the close of the Closing Date shall be: (a) in the case of any Taxes other than those described in clause (b), deemed equal to the amount that would be payable if the taxable year of FCRU thereof ended at the close of the Closing Date; provided, however, that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending at the close of the Closing Date and the period beginning on the day immediately following the Closing Date in proportion to the number of days in each period; and (b) in the case of ad valorem real or personal property Taxes, deemed to be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the portion of the period ending at the close of the Closing Date and the denominator of which is the number of calendar days in the entire period.

6.4.3 Transfer Taxes. All transfer, excise, sales, use, stamp, documentary, filing, recordation, or similar Taxes (collectively, “**Transfer Taxes**”) imposed on or with respect to the transactions contemplated by this Agreement shall be borne entirely by Seller, and Seller shall be responsible for preparing, filing and making payment with respect to all Tax Returns relating to such Transfer Taxes. Seller shall pay and indemnify Buyer for any such Transfer Taxes, as well as all costs related to the preparation of any Tax Return or documentation for which Buyer or FCRU bears responsibility under any applicable law.

6.4.4 Tax Claims and Cooperation. If a written claim with respect to Taxes shall be made by any governmental authority, that, if successful, could result in an obligation to make

an indemnity payment to a Buyer Indemnified Party pursuant to Article 8 (a “**Tax Claim**”), then, notwithstanding any provisions of Article 8 to the contrary, Buyer shall promptly, and in any event no more than fifteen (15) business days following Buyer’s receipt of written notice of such Tax Claim, give written notice to Seller of such Tax Claim; provided, however, the failure of Buyer to give such notice shall only relieve Seller from their indemnification obligations hereunder to the extent they are actually and materially prejudiced by such failure. Buyer shall control the contest, resolution or settlement of each such Tax Claim; provided, however, that Seller shall be entitled to participate in the defense of each such Tax Claim and to employ counsel of Seller’s choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by Seller. Buyer and Seller shall cooperate fully and shall furnish, or cause to be furnished, as promptly as practicable, such information and assistance (including access to books and records), as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit or other proceeding with respect to Taxes imposed on or with respect to the assets, operations or activities of FCRU. Such cooperation shall include the retention of records and information (including work papers or supporting schedules in a manner consistent with past practice) that are reasonably relevant to any such Tax Return and any audit or other proceeding with respect to Taxes imposed on or with respect to the assets, operations or activities of FCRU until the expiration of the statute of limitations of the respective Tax period.

6.4.5 Defined Terms. For the purposes of this Agreement: (a) “**Pre-Closing Tax Period**” means any Tax period that ends on or before the Closing Date, and, in the case of a Straddle Period, the portion of such Straddle Period ending on the Closing Date; (b) “**Straddle Period**” means any taxable period that begins before but does not end on the Closing Date; (c) “**Tax Return**” means any return, report, information return, registration form or other document (including any related or supporting information and any schedule, attachment or amendment thereto) filed or required to be filed with any governmental authority relating to any Tax or the administration of any applicable laws relating to any Taxes; and (d) “**Taxes**” means any income, gross income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, real property, personal property, or windfall profit tax, custom duty, escheat or other tax, governmental fee or other like assessment or charge of any kind whatsoever.

6.5 Due Diligence Period. Notwithstanding anything to the contrary herein, Buyer shall have sixty (60) days from the execution hereof, or such additional time as Seller may agree to in writing, within which to conduct its due diligence (the “**Due Diligence Period**”). On or before the conclusion of the Due Diligence Period, the Parties shall endeavor in good faith to negotiate any amendment to this Agreement with respect to any relevant due diligence findings. At any time during the Due Diligence Period (for the avoidance of doubt, including mutual extensions thereof as Seller may agree to in writing) and at any time prior to the conclusion of the Due Diligence Period, Buyer may terminate this Agreement in its sole discretion for any reason or no reason by delivering notice of its termination as provided in Section 9.1; otherwise, Buyer and Seller shall continue to proceed to Closing as set forth herein. Upon a termination of this Agreement under this Section 6.5, Seller and Buyer shall have no liability and no further obligation to each other under this Agreement, except as referenced in Section 9.2 hereof and that which expressly survives termination pursuant hereto; provided, further, that Buyer’s obligation to provide Services and FCRU’s repayment obligation to Buyer for such Services as referenced in Section 9.2 hereof shall continue in accordance with the terms and conditions of the DBO Agreement.

6.6 Access to Information. From the date hereof until the Closing, Seller shall, and shall cause FCRU to, (a) afford Buyer and its representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, contracts and other documents and data related to FCRU; (b) furnish Buyer and its representatives with such financial, operating and other data and information related to FCRU as Buyer or any of its representatives may reasonably request; and (c) cooperate with Buyer in its investigation of FCRU. Without limiting the foregoing, Seller shall permit Buyer and its representatives to conduct environmental due diligence of FCRU and the Real Property and grants Buyer and its representatives the right of ingress and egress to and upon the Real Property for investigations deemed necessary or desirable by Buyer, in its sole discretion. Any investigation pursuant to this Section 6.6 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of FCRU. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.7 Release. Seller, on its own behalf and on behalf of its representatives and successors and assigns (collectively, the “**Releasing Parties**”) hereby fully and irrevocably release, acquits and forever discharges Buyer, FCRU, their respective Affiliates and each of their respective past, present and future officers, directors, partners, general partners, limited partners, managing directors, members, shareholders (direct and indirect), joint venture partners, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal representatives, insurers and attorneys of any of them (collectively, the “**Released Parties**”), from any and all losses, claims, demands, rights, encumbrances, contracts, covenants or proceedings, of whatever kind or nature in law, equity or otherwise, whether known or unknown, and whether or not concealed or hidden, relating to the business, affairs and governance and management of FCRU, its business and the ownership of the Stock, all of which a Releasing Party now owns or holds or has at any time owned or held or may hereafter own or hold, against any Released Party at any time, or related to any matter, prior to the Closing Date, except for rights and claims arising under this Agreement. The Releasing Parties hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against the Released Parties, based upon any matter purported to be released hereby.

6.8 Confidentiality. From and after the Closing, Seller shall hold, and shall use commercially reasonable efforts to cause its representatives to hold, in confidence any and all information, whether written or oral, concerning FCRU, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller or its representatives; or (b) is lawfully acquired by Seller or its representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its representatives are compelled to disclose any information by judicial or administrative process or by other requirements of law, Seller shall promptly notify Buyer in writing and shall afford Buyer and/or FCRU a reasonable opportunity to seek a protective order or other appropriate remedy to prevent or limit such disclosure (and Seller shall cooperate with Buyer and/or FCRU, as applicable, in connection with seeking such protective order or other remedy); provided further that if Buyer or FCRU, as applicable, is unable to obtain such protective order or other remedy, or waives its right to seek such order or remedy, Seller shall disclose only that portion of such information which Seller is

advised by its counsel in writing is legally required to be disclosed, provided that Seller shall use best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.9

[REDACTED]

6.10 No Solicitation of Other Bids.

6.10.1 Seller shall not, and shall not authorize or permit any of its Affiliates (alone or collectively) (including FCRU), or any of its representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause FCRU and all of its representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, “**Acquisition Proposal**” shall mean any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning (x) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving FCRU; (y) the issuance or acquisition of shares of capital stock or other equity securities of FCRU; or (z) the sale, lease, exchange or other disposition of any significant portion of FCRU’s properties or assets.

6.10.2 In addition to the other obligations under this Section 6.10, Seller shall promptly (and in any event within three business days after receipt thereof by Seller or any of their representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

6.10.3 Seller agree that the rights and remedies for noncompliance with this Section 6.10 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

6.11 Provision of Utility Services. From and after the Closing, Buyer shall use commercially reasonable efforts to cause FCRU to provide utility services throughout the Service Area, as may be extended from time to time, as follows:

6.11.1

6.11.2

6.11.3

6.12

ARTICLE 7

CONDITIONS TO CLOSING

7.1 Conditions to the Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by Buyer) of the following conditions as of the Closing Date:

7.1.1 Unless as otherwise provided below in Section 7.1.2, each of representations and warranties made by Seller in this Agreement will have been accurate in all material respects as of the date of this Agreement and will be accurate in all material respects as of the Closing Date as if then made (except to the extent that any such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall be true and correct in all material respects as of such date).

7.1.2 Seller's Fundamental Representations and each of the representations and warranties of Seller in this Agreement that contains an express materiality or materially adverse qualification, will have been accurate in all respects as of the date of this Agreement and will be accurate in all respects as of the Closing Date as if then made (except to the extent that any such representation and warranty expressly speaks as of a particular date or as of the date of this Agreement, in which case such representation and warranty shall be true and correct in all respects as of such date).

7.1.3 Each of the items to be delivered pursuant to Section 3.2 shall have been delivered (or tendered subject only to the Closing) to Buyer.

7.1.4 The Due Diligence Period shall have expired or the Parties hereto shall have agreed that this provision is no longer applicable.

7.1.5 The FPSC and any other applicable governmental authority shall have approved the transactions contemplated by this Agreement on terms reasonably satisfactory to Buyer and, with regard to the FPSC, without material modification relative to the terms set forth in the Application.

7.1.6 Seller shall have performed and complied in all material respects with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by Seller prior to the Closing.

7.1.7 Since the date of this Agreement, there shall not have occurred a material adverse change in the business, results of operations, condition (financial or otherwise) or assets of FCRU.

7.1.8 No governmental authority having jurisdiction over Seller or Buyer shall have issued an order or commenced any proceeding enjoining or otherwise prohibiting consummation of the transactions contemplated hereby.

7.2 Conditions to the Obligation of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by Seller) of the following conditions as of the Closing Date:

7.2.1 Each of representations and warranties made by Buyer in this Agreement will have been accurate in all material respects as of the date of this Agreement and will be accurate in all material respects as of the Closing Date as if then made (except to the extent that any such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall be true and correct in all material respects as of such date).

7.2.2 Each of the items to be delivered pursuant to Section 3.3 shall have been delivered (or tendered subject only to the Closing) to Seller.

7.2.3 The FPSC and any other applicable governmental authority shall have approved the transactions contemplated by this Agreement on terms reasonably satisfactory to Seller and, with regard to the FPSC, without material modification relative to the terms set forth in the Application.

7.2.4 Buyer shall have performed and complied in all material respects with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with by Buyer prior to the Closing.

7.2.5 No governmental authority having jurisdiction over Seller or Buyer shall have issued an order or commenced any proceeding enjoining or otherwise prohibiting consummation of the transactions contemplated hereby.

ARTICLE 8

INDEMNIFICATION

8.1 Survival of Representations, Warranties, and Certain Covenants.

8.1.1 The representations and warranties of the Parties contained herein shall survive the Closing and continue in full force and effect until the date that is 24 months after the Closing Date; provided that:

8.1.1.1 the representations and warranties in Sections 4.1, 4.2, 4.11, 4.12, 4.13, 4.14 and 4.16 (collectively, the “**Seller Fundamental Representations**”) and the representations and warranties of Buyer set forth in Sections 5.1, 5.2 and 5.5 shall survive indefinitely;

8.1.1.2 the representations and warranties in Section 4.10 shall survive until the date that is ninety (90) days after the expiration of the applicable statutes of limitations with respect to such matters (including extensions); and

8.1.1.3 in all cases, to the extent that any claim for indemnification is made on or prior to the applicable survival date specified in this Section 8.1 with respect to any such breach of any such representation or warranty, such representation or warranty shall survive until the final and non-appealable resolution of such claim (and all statutes of limitations under applicable law shall be tolled until such resolution).

8.1.2 The covenants and agreements of the Parties contained in this Agreement that by their terms are to be performed at or prior to the Closing shall survive until the date that is 12 months after the Closing Date. All covenants and agreements set forth herein that by their terms are to be performed, in whole or in part, or that prohibit actions, subsequent to the Closing Date shall survive the Closing in accordance with their terms.

8.1.3 Each Party hereby waives its rights to assert any claim arising out of any inaccuracy in or breach of any representation, warranty or covenant if such claim is not asserted in writing prior to the expiration of the relevant survival period set forth in this Section 8.1. Notwithstanding the preceding sentences, any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences if requisite written notice of the breach thereof giving rise to such right of indemnity shall have been given to the Indemnifying Party prior to such time.

8.2 Indemnification by Seller. Subject to the limitations set forth in this Article 8, Seller and Seller Indemnitors shall, jointly and severally, defend, indemnify and hold harmless Buyer and its equityholders, officers, directors, employees, agents, advisers, representatives and Affiliates (collectively, the “**Buyer Indemnified Parties**”) for, from and against any and all (whether made by Buyer, its Affiliates or any other Person) claims, liabilities, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages, including any out-of-pocket expenses and reasonable attorneys’ and accountants’ fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder but excluding in all cases any

consequential, punitive, special, or exemplary damages (collectively, “**Losses**”) resulting from or arising out of (a) any inaccuracy of any representation or warranty made by Seller or Seller Indemnitors in this Agreement; (b) any breach by Seller of any covenant or agreement in this Agreement; and (c) any Losses arising from any matters with respect to JEA f/k/a Jacksonville Electric Authority and the Settlement Agreement, Agreement for Design, Permitting and Construction of Utility Facilities, Agreement for Construction of Pipelines and Appurtenant Facilities and any other associated agreements, all dated on or around July 15, 2022, and that certain Termination Agreement dated August 8, 2024, all with FCRU and/or its Affiliates (the “**JEA Agreements**”; such Losses being the “**JEA Excluded Liability**”).

8.3 Indemnification by Buyer. Subject to the limitations set forth in this Article 8, Buyer shall defend, indemnify and hold harmless Seller and their successors (collectively, the “**Seller Indemnified Parties**”) for, from and against any and all (whether made by Seller or any other Person) Losses resulting from or arising out of (a) any inaccuracy of any representation or warranty made by Buyer in this Agreement; and (b) any breach by Buyer of any covenant or agreement in this Agreement.

8.4 Limitations.

8.4.1 With respect to indemnification by Seller and Seller Indemnitors pursuant to this Article 8 and Article 8 of that certain Membership Interest Purchase Agreement by and between Seller and Buyer for First Coast Irrigation Utility, LLC dated as of date even herewith, Seller and Seller Indemnitors shall not be liable unless the aggregate amount of all Losses indemnifiable under this Article 8 and Article 8 of the Membership Interest Purchase Agreement by and between Seller and Buyer for First Coast Irrigation Utility, LLC exceeds [REDACTED] (such amount, the “**Deductible**”) (provided that once the aggregate amount of all Losses indemnifiable under Section 8.2 exceeds the Deductible, the Buyer Indemnified Parties shall be entitled to recover only such Losses in excess of the Deductible). With respect to indemnification by Seller and Seller Indemnitors under Section 8.2 (except for Excluded Losses, as hereinafter defined), Seller and Seller Indemnitors’ maximum aggregate liability shall not exceed [REDACTED] (the “**Cap**”).

8.4.2 Notwithstanding the foregoing, neither of the Deductible nor the Cap shall apply to any claims or Losses based upon (i) fraud or willful misconduct, (ii) breaches of the Seller Fundamental Representations, (iii) breaches of covenants, (iv) Tax Claims, or (v) the JEA Excluded Liability (collectively, the “**Excluded Losses**”). For the avoidance of doubt, Seller and Seller Indemnitors shall indemnify and hold Buyer harmless from and against any and all Losses arising out of or connected to any Excluded Losses, including, without limitation, the JEA Excluded Liability.

8.4.3 With respect to indemnification by Buyer under this Article 8, Buyer shall not be liable unless the aggregate amount of all Losses indemnifiable under Article 8 exceeds the Deductible (provided that once the aggregate amount of all Losses indemnifiable under this Article 8 exceeds the Deductible, the Seller Indemnified Parties shall be entitled to recover only such Losses in excess of the Deductible). With respect to indemnification by Buyer hereunder, Buyer’s maximum aggregate liability shall not exceed the above-referenced Cap.

8.4.4 The amount of any Losses payable under Section 8.2 or Section 8.3 shall be net of any amounts of any insurance proceeds (net of increases in insurance premiums and collection expenses), indemnification payments, contribution payments or reimbursements actually received by the Indemnified Party with respect to such Losses or any of the circumstances giving rise thereto; provided, that Buyer shall not be required to seek coverage under any insurance policy in connection with a Loss covered under this Article 8 prior to seeking indemnification by Seller and Seller Indemnitors. In connection therewith, if, at any time following payment in full by the Indemnifying Party of any amounts of Losses due under this Agreement, the Indemnified Party receives any insurance proceeds, indemnification payments, contribution payments or reimbursements relating to the circumstances giving rise to such Losses, the Indemnified Party shall promptly remit to the Indemnifying Party such proceeds, payments or reimbursements (net of any costs incurred to obtain the same) in a corresponding amount received, which shall not to exceed the amount of the corresponding indemnification payment made by the Indemnifying Party. The Indemnified Party will use (and will cause its Affiliates to use) commercially reasonable efforts to collect the proceeds of any available insurance.

8.4.5 For purposes of determining the amount of Losses relating to any inaccuracy or breach of any representation or warranty contained herein, any qualifications as to materiality, material adverse effect or words of similar import contained in, or otherwise directly or indirectly applicable to, such representation or warranty shall be disregarded.

8.5 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party may, but shall not be obligated to, defend against such action in such manner as it may deem appropriate, including settling such action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall not relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

8.6 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 8, the Indemnifying Party shall satisfy its obligations within 15 business days of such agreement or final, non-appealable adjudication by wire transfer of immediately available funds. The Parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 business day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to the maximum allowed by law. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed.

8.7 Exclusive Remedy. The Parties hereto agree, without limiting any Party's rights with respect to claims for fraud or willful misconduct or any Party's right to injunctive or equitable relief the Parties acknowledge and agree that, from and after the Closing, the indemnification provisions in this Article 8 shall be the sole and exclusive monetary remedy of any Party with respect to any and all claims or Losses arising out of breaches of representations, warranties, covenants or agreements contained in this Agreement.

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

9.1.1 by the mutual written consent of Seller and Buyer;

9.1.2 by Buyer, by written notice to Seller, if:

9.1.2.1 Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.1 and such breach, inaccuracy or failure has not been cured by Seller within 30 days of its receipt of written notice of such breach from Buyer;

9.1.2.2 any of the conditions set forth in Section 7.1 shall not have been fulfilled, or, if it becomes reasonably apparent to Buyer, that any of such conditions cannot be fulfilled, by March 31, 2027 (the "**Outside Date**"), unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

9.1.2.3 Buyer terminates this Agreement pursuant to Section 6.5.

9.1.3 By Seller, by written notice to Buyer, if:

9.1.3.1 Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.2 and such breach, inaccuracy or failure has not been cured by Buyer within 30 days of Buyer's receipt of written notice of such breach from Seller; or

9.1.3.2 any of the conditions set forth in Section 7.2 shall not have been fulfilled, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

9.1.4 by Buyer or Seller, by written notice to the other Party, in the event that (a) there shall then exist any law that makes consummation of the transactions contemplated by this

Agreement illegal or otherwise prohibited or (b) the FPSC shall have affirmatively denied approval of the transactions contemplated by this Agreement or any other governmental authority shall have issued an order restraining or enjoining the transactions contemplated by this Agreement.

9.2 Effect of Termination.

9.2.1 Subject to Section 9.2.2., if this Agreement is terminated pursuant to any provision hereof, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except that nothing herein shall relieve any Party from liability for any breach of any provision hereof prior to the date of such termination, or with respect to fraud and intentional misrepresentation.

9.2.2

[REDACTED]

9.2.3 If this Agreement is terminated pursuant to Section 9.1.3.1, then neither FCRU nor Seller shall be obligated to [REDACTED] to Buyer and Buyer and Seller shall execute a Joint Release Certificate (as defined in the Escrow Agreement) directing the Escrow Agent to release the Escrow Fund to Seller.

9.2.4 Notwithstanding anything to the contrary in this Agreement, Seller's obligation to [REDACTED] shall survive the termination of this Agreement and/or the DBO Agreement (but, for clarity, shall not survive the Closing if it occurs).

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and sent to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). Any Party may update its notice address herein upon providing written notice to the other Parties. All notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), (c) United States Mail, postage prepaid, or (d) e-mail transmission with read

receipt. Notice shall be deemed given on the first to occur of the following: (i) the date it is hand delivered (with written confirmation of receipt), (ii) the date received if delivered by overnight courier or next business day courier, (iii) the third (3rd) business day after it is deposited in the United States mail as provided above, or (iv) the date sent by e-mail transmission (provided the sender of the email receives confirmation of delivery) if sent during normal business hours of the recipient or, if sent outside of normal business hours of the recipient, on the next business day of the recipient. Any notice or other communication given in the manner provided for herein by counsel for a Party shall be deemed to be notice or such other communication from the Party represented by such counsel.

If to Seller:

Roberts Utility Holdings, LLC
Attn: Avery Roberts, Manager
Post Office Box 238
Lake Butler, Florida 32054
avery@flaland.com

with copies (which shall not constitute notice) to:

Sundstrom Law, LLC
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
wsundstrom@sundstrom-law.com

Smith Hulsey & Busey
Attn: Bryan L. Putnal, Esq.
One Independent Drive, Suite 3300
Jacksonville, Florida 32202
bputnal@smithhulsey.com

If to Buyer:

Florida Water Holdings, Inc.
200 Weathersfield Ave.
Altamonte Springs, FL 32714
Attn: Sean Twomey, President
Email: sean.twomey@nexuswg.com

with copies (which shall not constitute notice) to:

Florida Water Holdings, Inc.
c/o Nexus Water Group, Inc.
2150 Town Square Place, Suite 400
Sugar Land, TX 77479
Attn: General Counsel

Email: legal@nexuswg.com

Gunster, Yoakley & Stewart, P.A.
Attn: Matthew J. Scheer, Esq.
777 South Flagler Drive, Suite 500, East Tower
West Palm Beach, FL 33401
Email: matthewscheer@gunster.com

10.2 Entire Agreement; Integration. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Seller and Buyer with respect to the subject matter hereof. Words, terms and conditions contained under one heading in this Agreement shall be read in concert with all other words, terms and conditions in this Agreement (*in pari materia*). In the event of any claim of conflict between this Agreement and any other document, the Parties hereto agree that the terms of this Agreement shall control.

10.3 Assignment. Neither this Agreement nor any of the Parties' rights or obligations hereunder shall be assignable or transferable by any Party without the prior, written consent of the other Party; provided, however, that Buyer may assign this Agreement to an Affiliate without the Seller's consent. Any such assignment shall not relieve the assigning Party of any obligations under this Agreement. Any attempted assignment in violation of this Section 10.3 shall be void *ab initio*.

10.4 Amendment; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer. Each Party, as to itself only, may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto, or (c) waive compliance with any of the agreements of the other Party contained herein, or (d) waive any conditions to its obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of a Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

10.5 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns. Except as specifically set forth herein, nothing herein, express or implied, is intended to or shall confer upon any other person or entity other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever.

10.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the words "herein," "hereof," "hereby," and derivative or similar words refer to this Agreement as a whole; (c) whenever the context so requires, the gender of all words herein shall include the masculine and feminine; (d) references to any Party include references to that Party's respective successors and permitted assigns; and (e) references to any document (including this Agreement) are

references to that document as amended, consolidated, supplemented, novated or replaced by the Parties from time to time. The Parties acknowledge and agree that they have been represented by counsel and that they have participated in the drafting of this Agreement. Accordingly, the Parties agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any Party by reason of the responsibilities of the Parties in connection with the preparation of this Agreement.

10.7 Professional Fees. In the event of a dispute arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys, accountants, engineers, actuaries, experts and related professional fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

10.8 Time of the Essence. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

10.9 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, excluding any conflicts or choice-of-law rule or principle that might otherwise refer the governance, construction, or enforcement of this Agreement to the laws of another jurisdiction.

10.10 Exclusive Venue and Jurisdiction. Venue for any litigation, legal action or other proceeding brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any provision of this Agreement, shall lie solely in the state courts of the State of Florida located in Duval County, Florida or in the United States District Court for the Middle District of Florida, Jacksonville Division, and appellate courts having jurisdiction over such courts. The Parties (a) consent to personal jurisdiction and venue in such courts, (b) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Agreement, (c) acknowledge and agree that they will accept service of process by registered or certified mail or the equivalent directed to their last known address as determined by the other Party or by whatever other means are permitted by such courts, and (d) waive all claims to the effect that any of the aforementioned courts constitutes an inconvenient forum.

10.11 Mediation. Notwithstanding anything to the contrary in this Agreement, each of the Parties agrees that, prior to commencing litigation seeking monetary damages with respect to the transactions contemplated under this Agreement, each Party shall use commercially reasonable efforts to endeavor to resolve the dispute, including by meeting promptly, in person, on at least one occasion. If the Parties are unable to reach agreement on a resolution of such dispute by the 20th day following the date of an initial meeting, then the Parties shall submit, for a period of 60 days, to voluntary non-binding mediation before a jointly selected neutral third party mediator under the auspices of JAMS, Miami, Florida Resolutions Center (or any successor location), to be

conducted in Duval County, Florida (however, such mediation or obligation to mediate shall not suspend or otherwise delay any termination or other action of the Parties or affect the Parties' other rights).

10.12 WAIVER OF JURY TRIAL. THE PARTIES HEREBY INTENTIONALLY AND IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST ANY OTHER PARTY IN CONNECTION WITH ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY WAS A MATERIAL INDUCEMENT FOR THEIR ENTRY INTO THIS AGREEMENT AND SHALL BE SUBJECT TO NO EXCEPTION. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

10.13 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

10.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

SELLER:

Roberts Utility Holdings, LLC

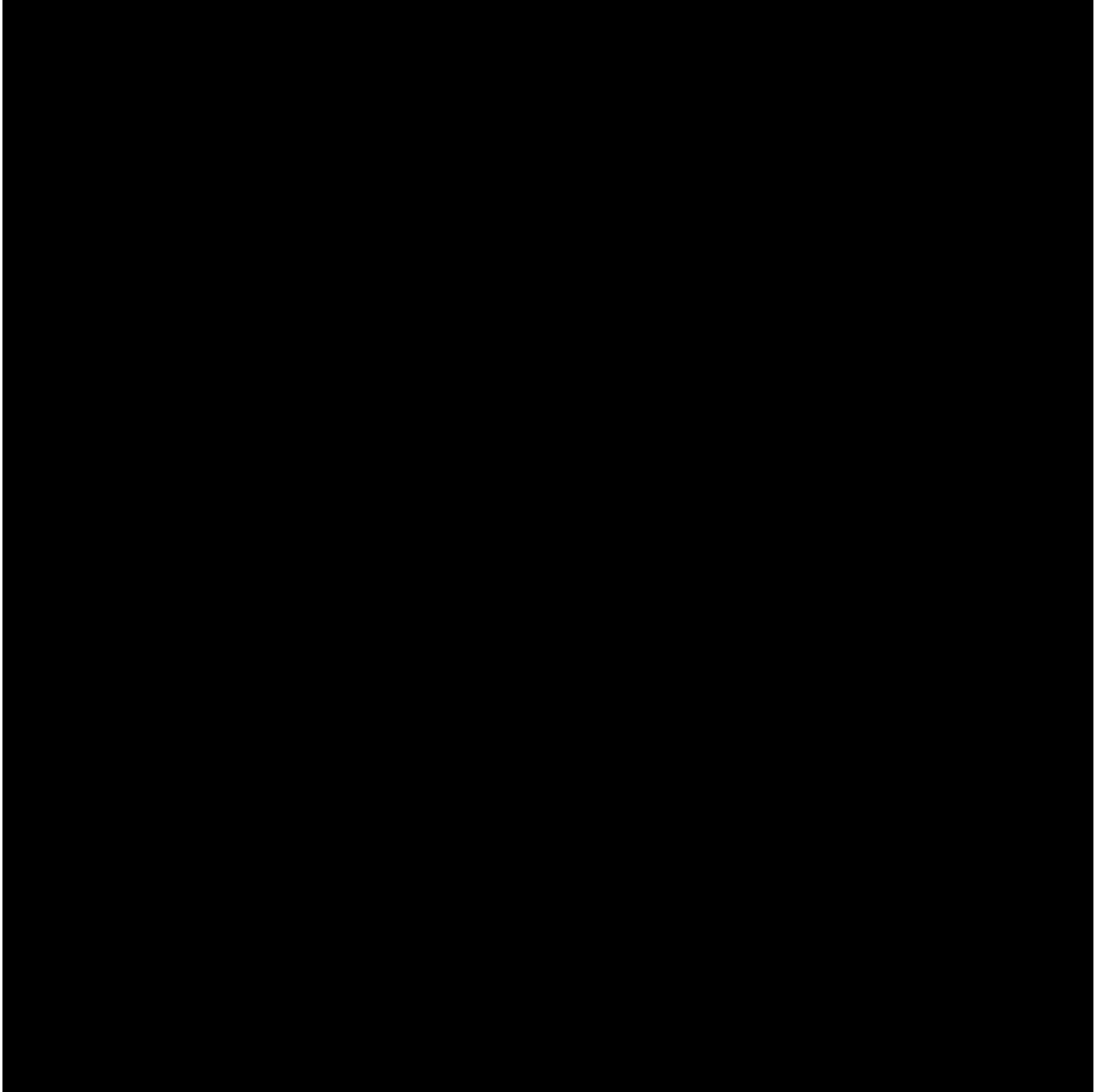
By: Avery C. Roberts
Name: Avery C. Roberts
Title: Manager

BUYER:

Florida Water Holdings, Inc.

By: Sean Twomey
Name: Sean Twomey
Title: President

[Signature Page to Stock Purchase Agreement]



Disclosure Schedules – Section 4.3

Contracts

1. The JEA Agreements
2. To the extent not otherwise included in this Schedule, the Existing Project Contracts (as defined in the DBO Agreement)
3. General Consulting Services, pursuant to that certain proposal to provide professional services dated October 20, 2025 from England-Thims & Miller, Inc. (“ETM”) (ETM No: 22-280-20)
4. Agreement by and between FCRU and Mittauer & Associates, Inc. for Engineer of Record Services for Phase 0, dated January 29, 2025, as amended by that certain Amendment No. 1 between CPH Consulting, LLC (successor to Mittauer & Associates, Inc.) and FCRU, dated January 21, 2026
5. Proposal to provide professional services related to private irrigation utility services from ETM dated October 20, 2025 (ETM No: 22-280-13), as amended by that certain Addendum #1 dated December 22, 2025 (relating to First Coast Irrigation Utility Services)
6. Proposal to provide private utility design and permitting services from ETM dated December 14, 2024 (ETM No: 22-280-12), as amended by that certain Addendum 1 dated June 30, 2025
7. Proposal for Contract Administration, Construction Management and Inspection Services from ETM dated August 27, 2025 (ETM No. 22-280-16)

Disclosure Schedules – Section 4.14

- FPSC Approval

Disclosure Schedules – Section 4.17

- None

Disclosure Schedules – Section 4.18

- The FCRU Land

Disclosure Schedules – Section 4.19

- None

Disclosure Schedules – Section 4.24

- [Commercial general liability policy for FCRU Real Property, to come]

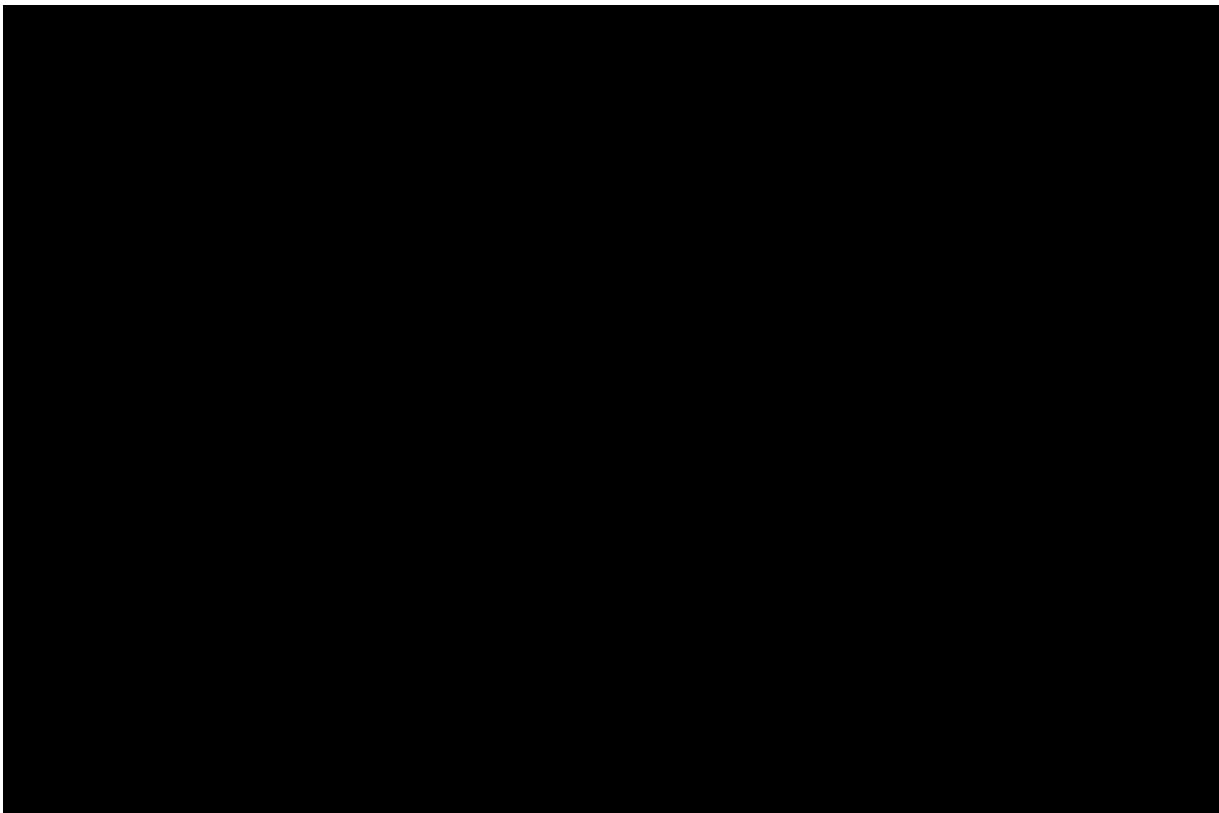
Disclosure Schedules – Section 5.2

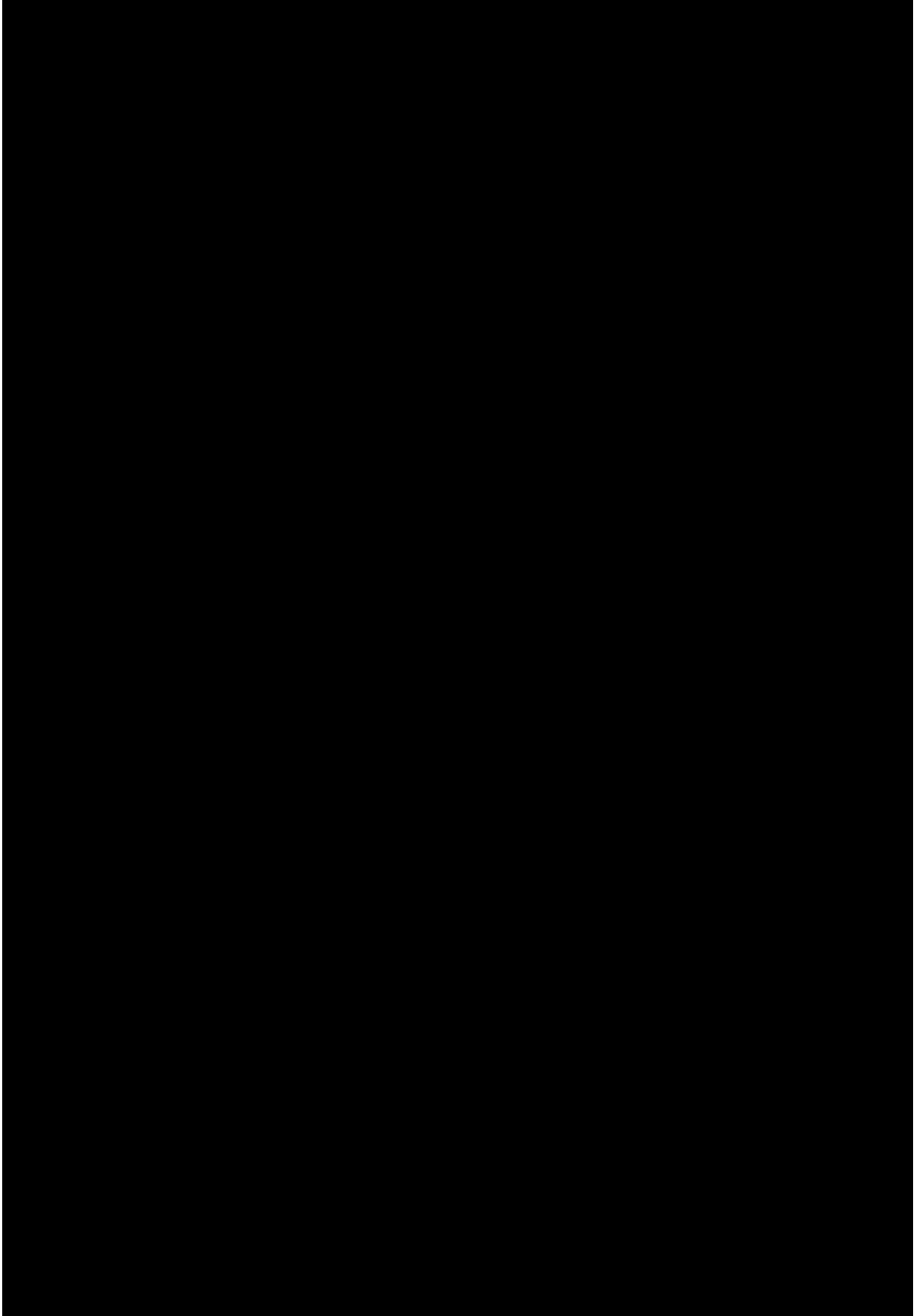
- FPSC Approval

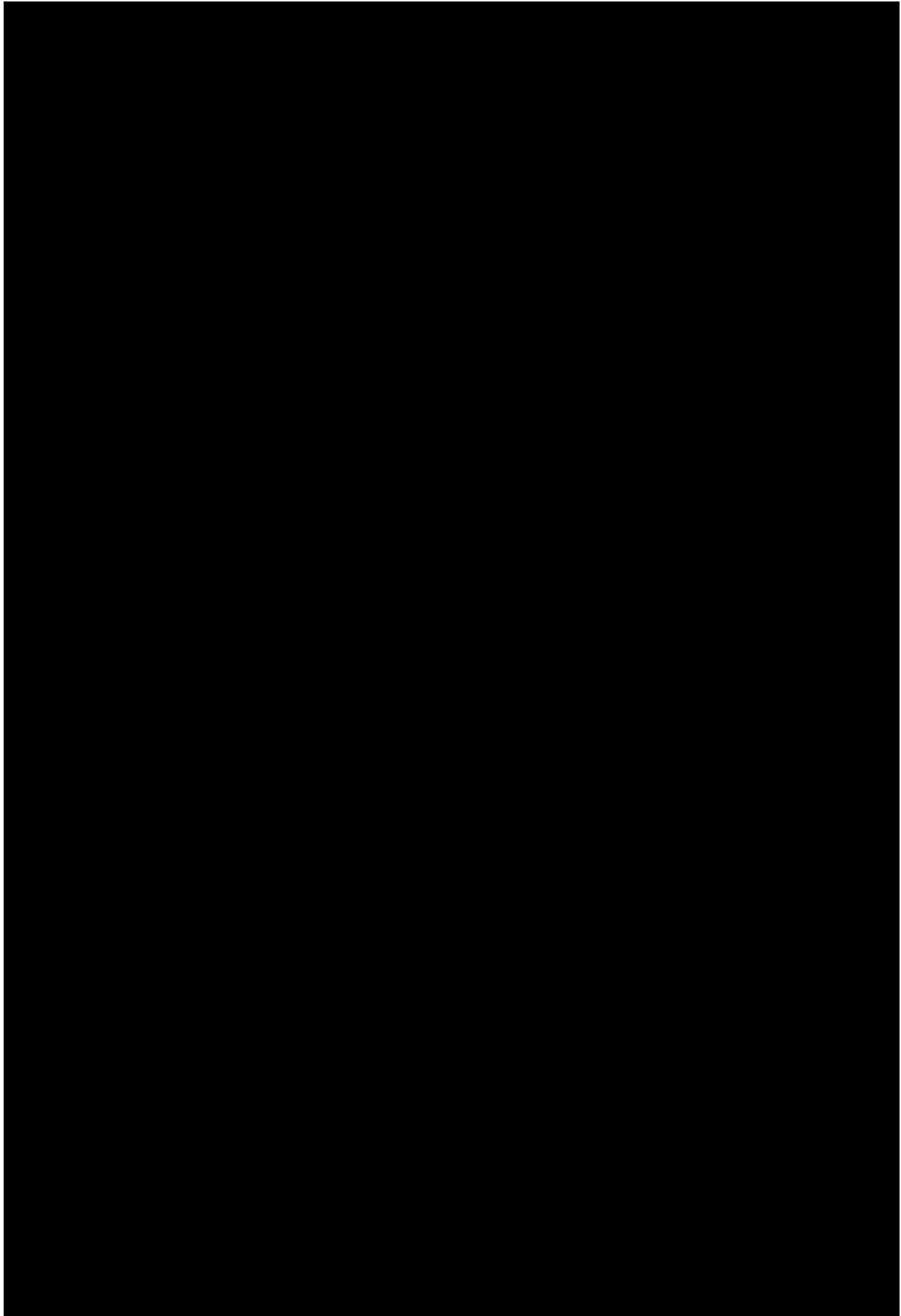
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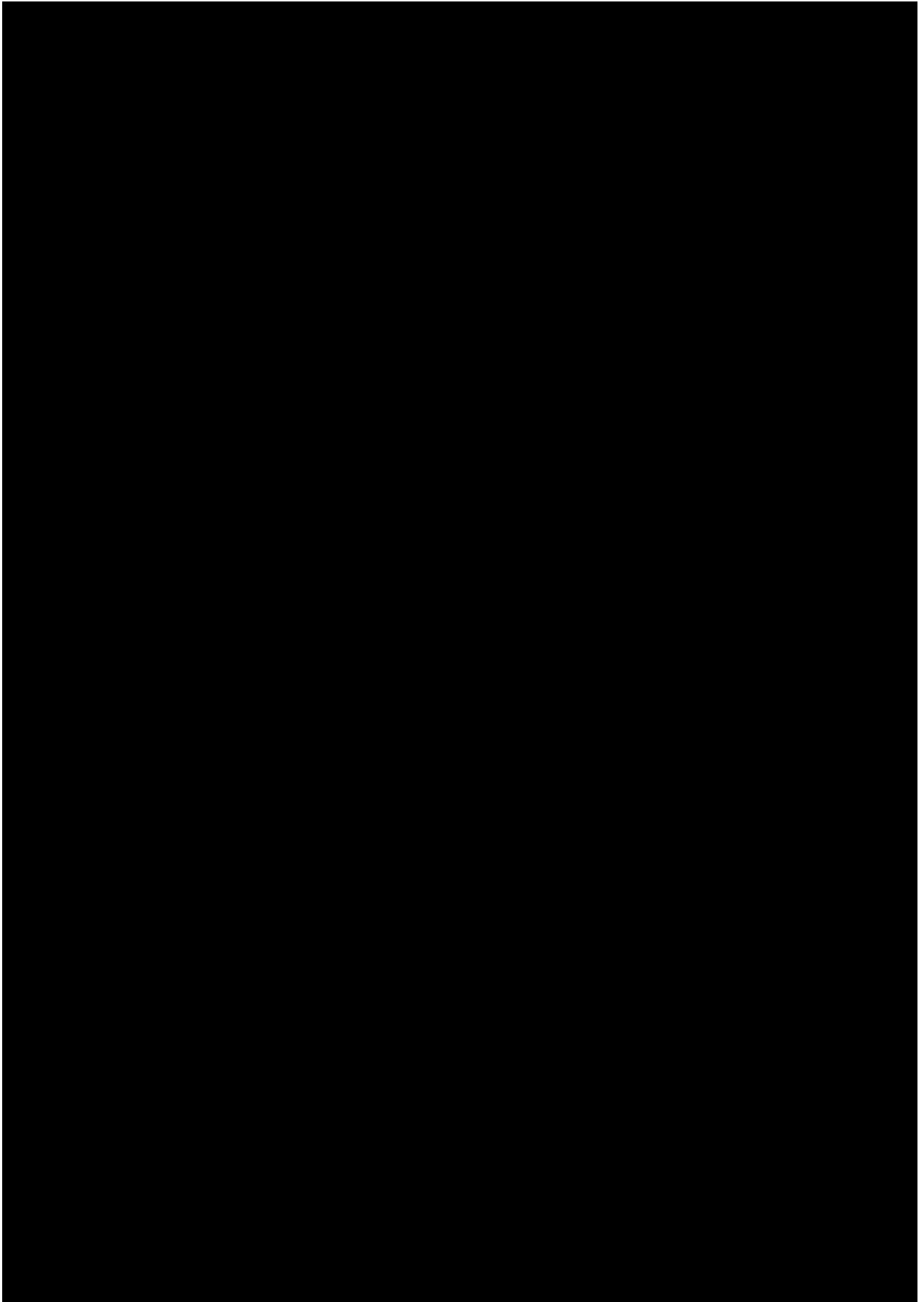
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OPERATING AGREEMENT
OF
FIRST COAST REGIONAL UTILITIES, LLC
A Florida Limited Liability Company

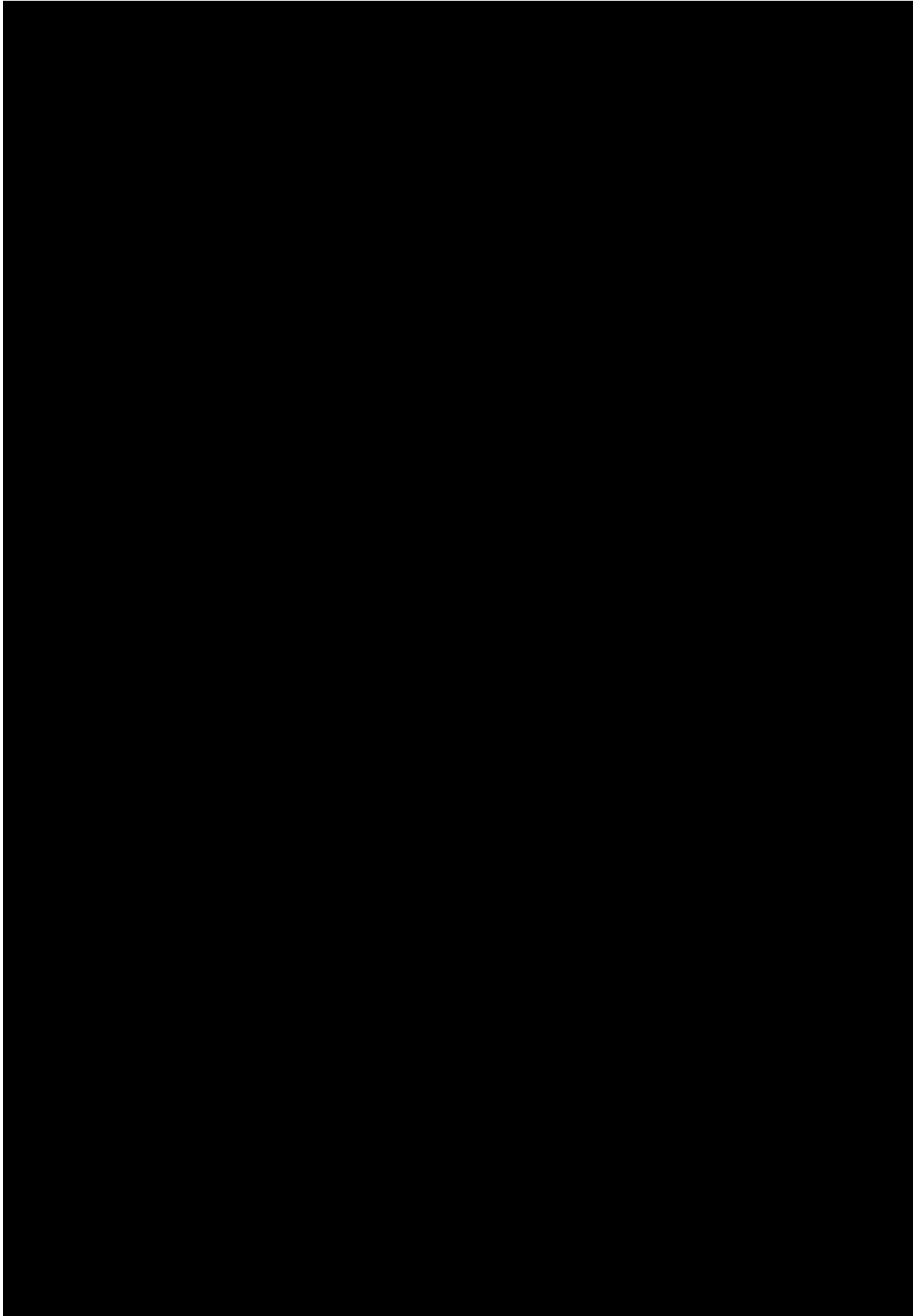
Dated as of _____, 2026

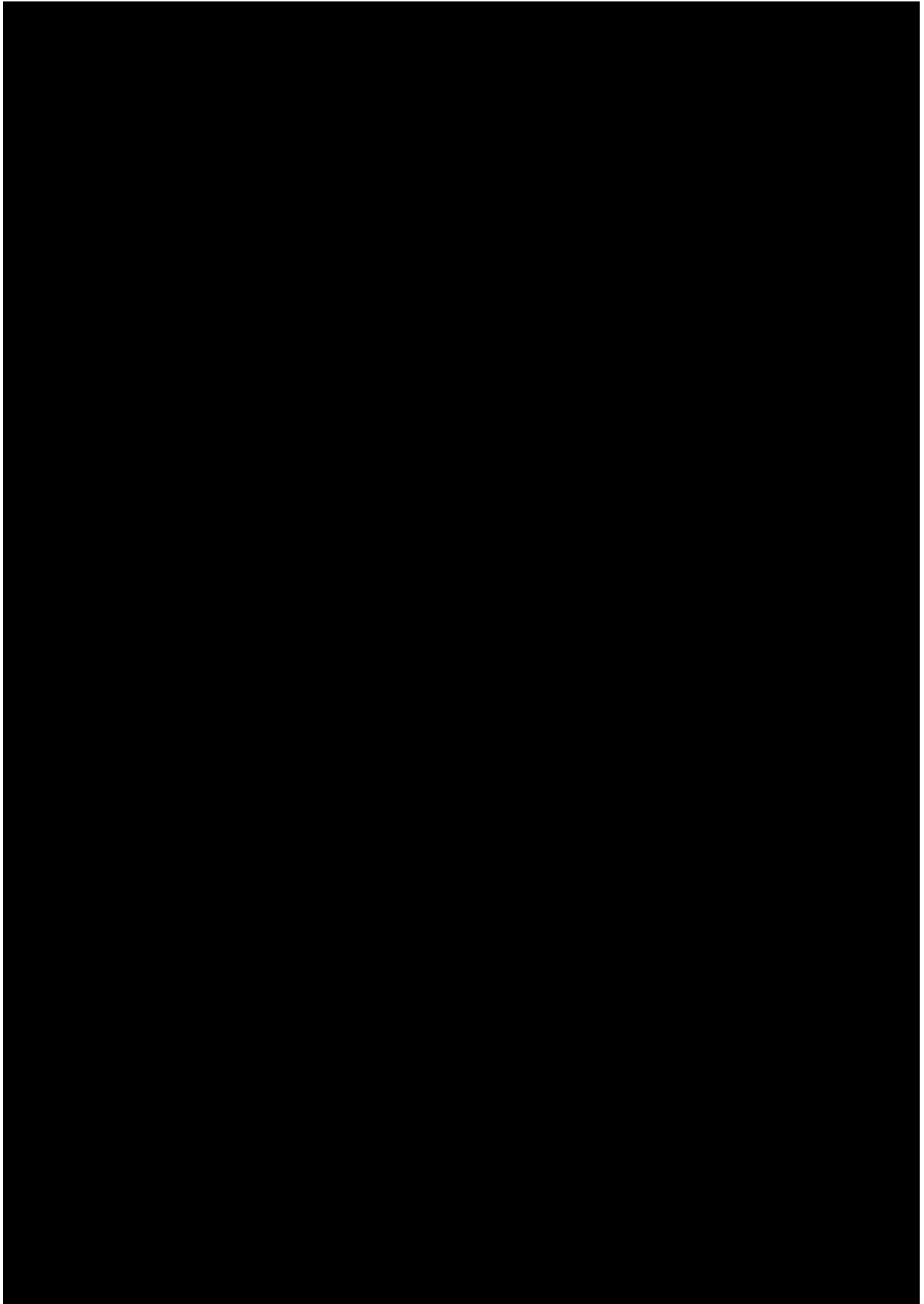


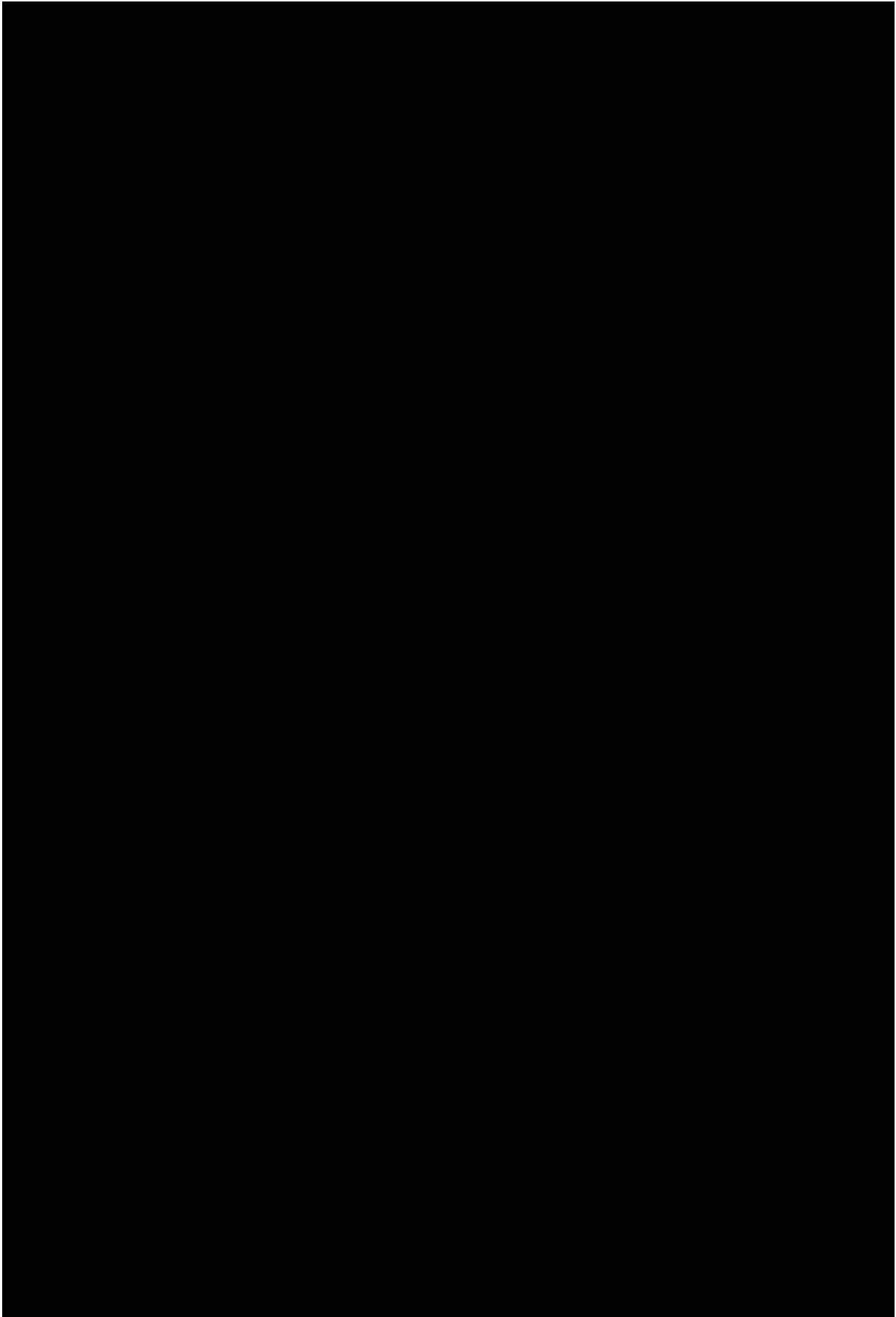


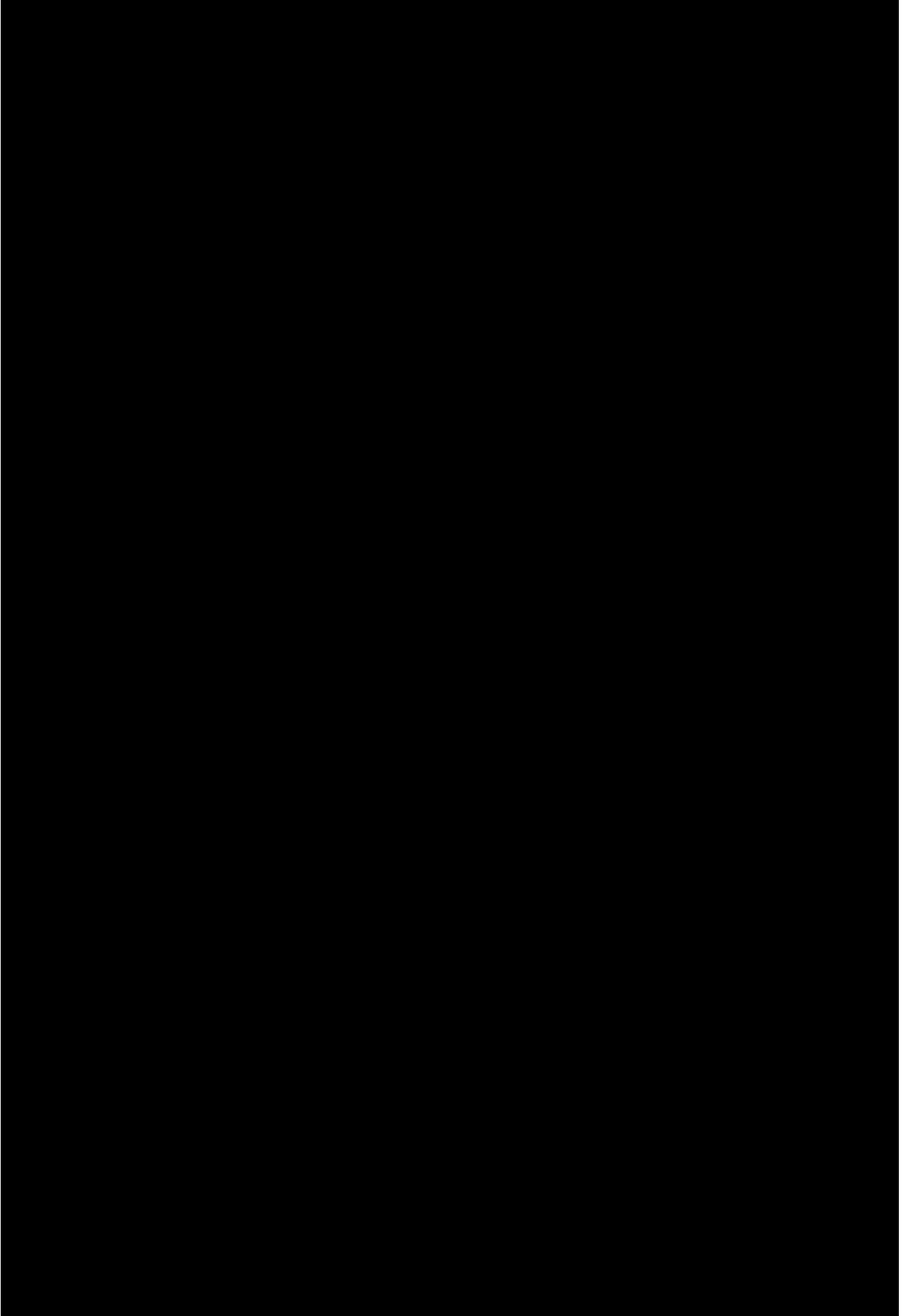


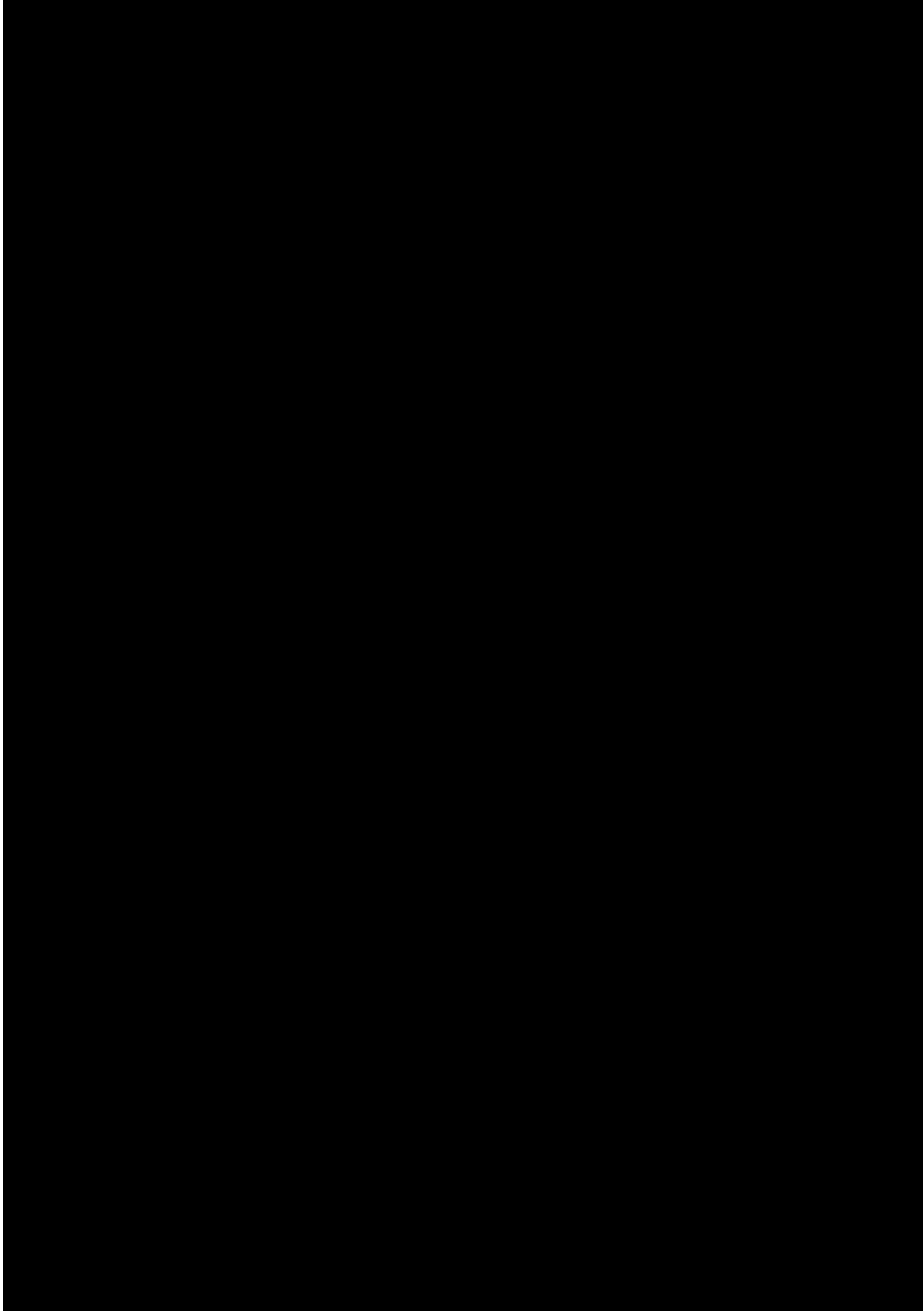


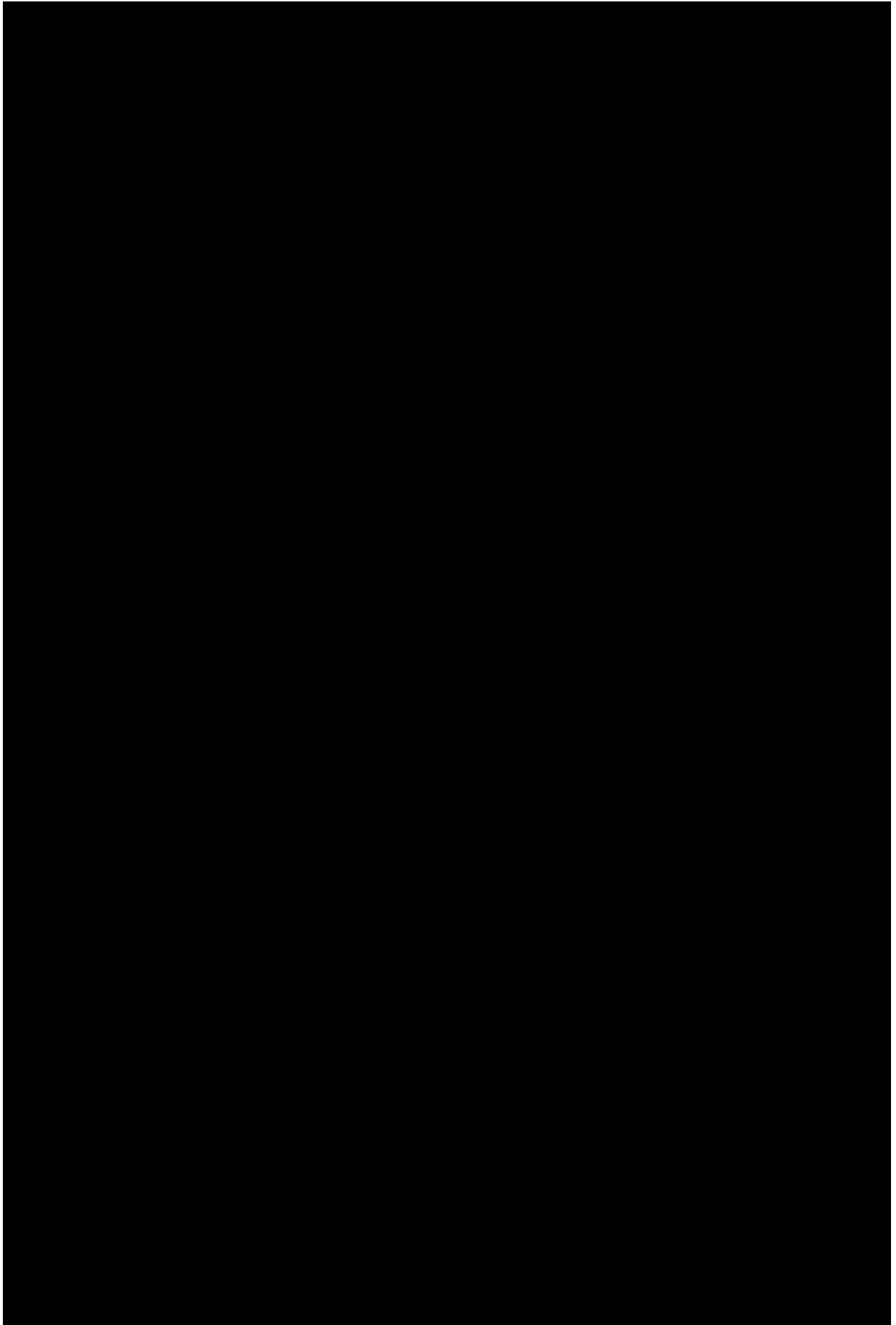


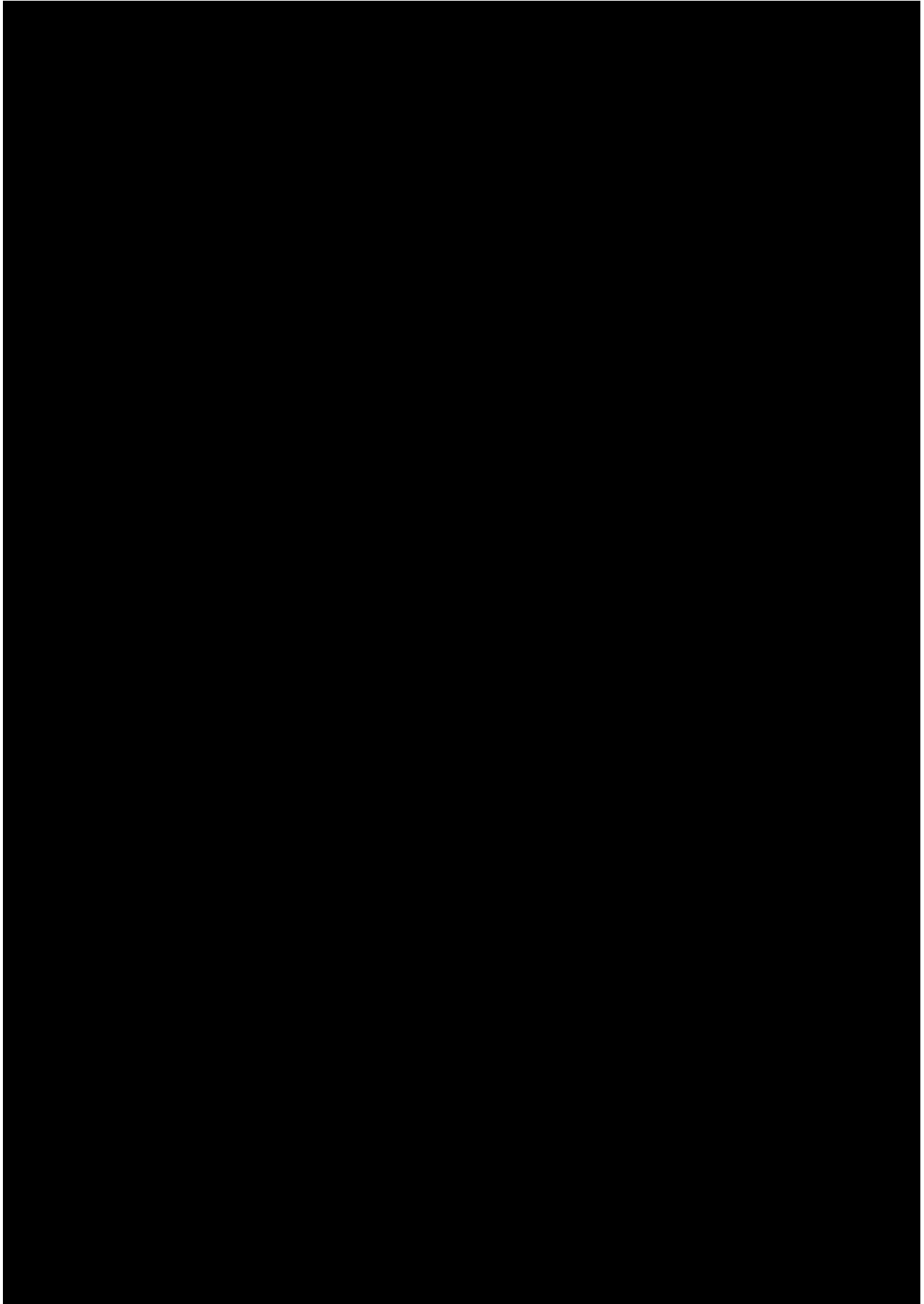


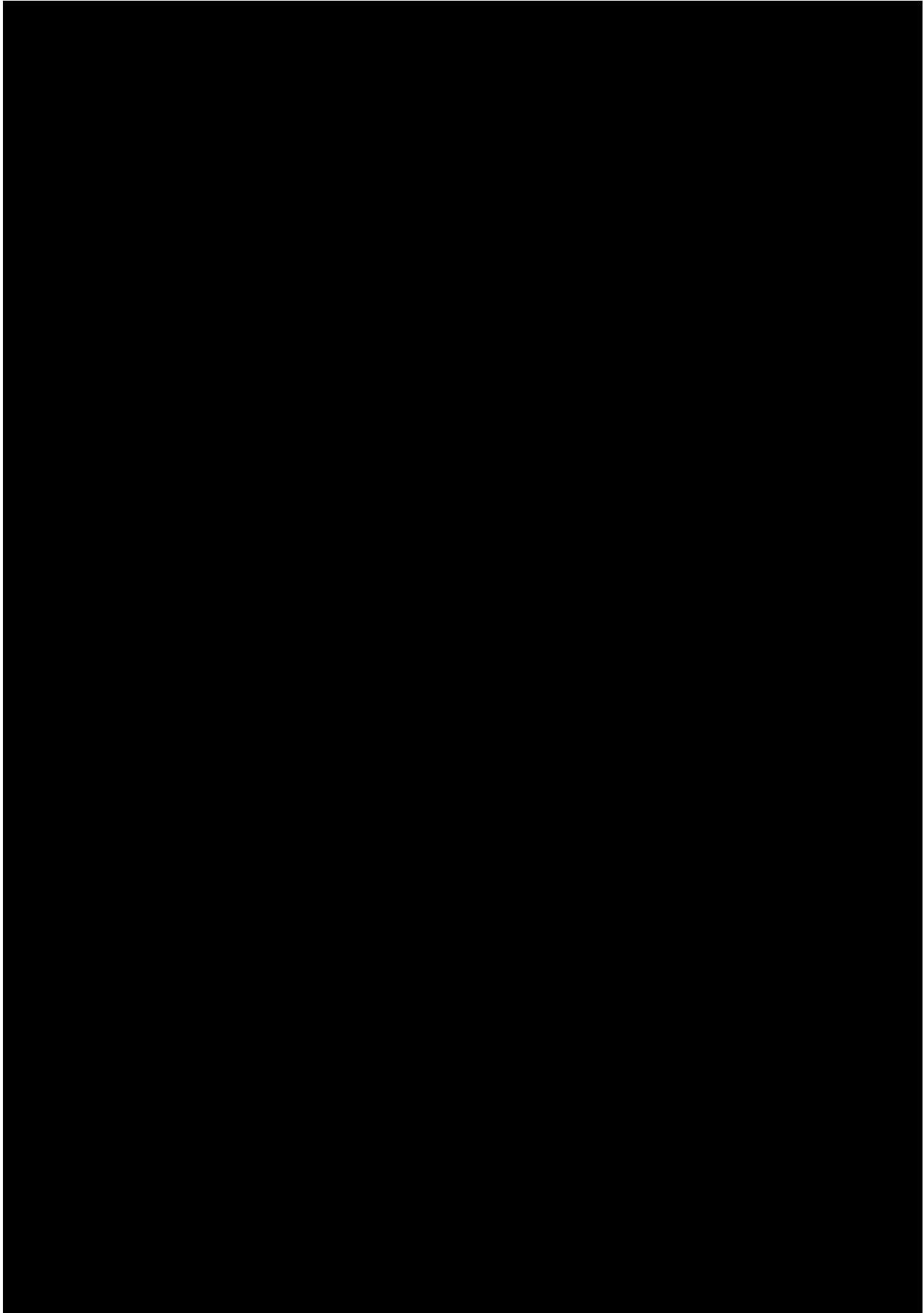


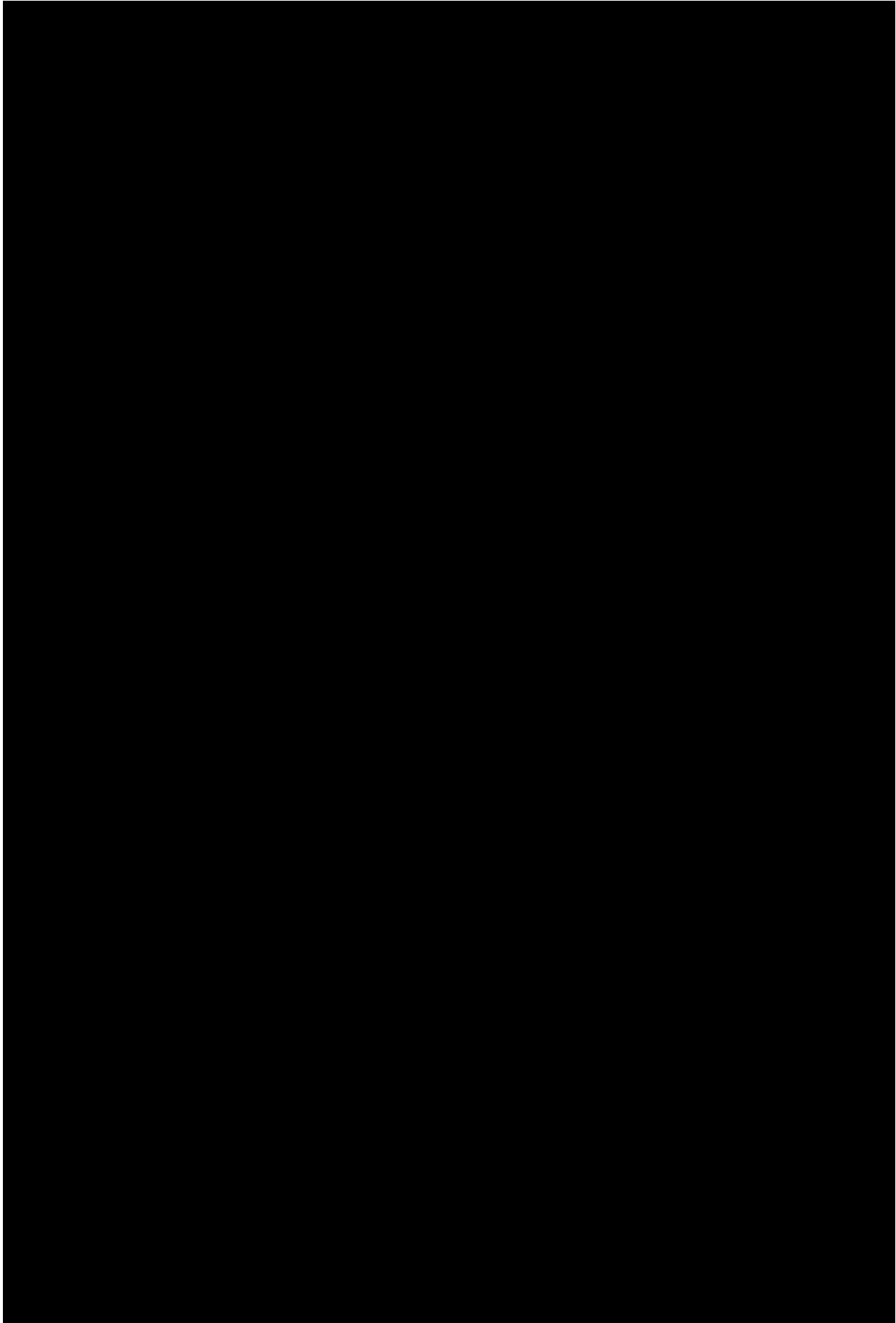


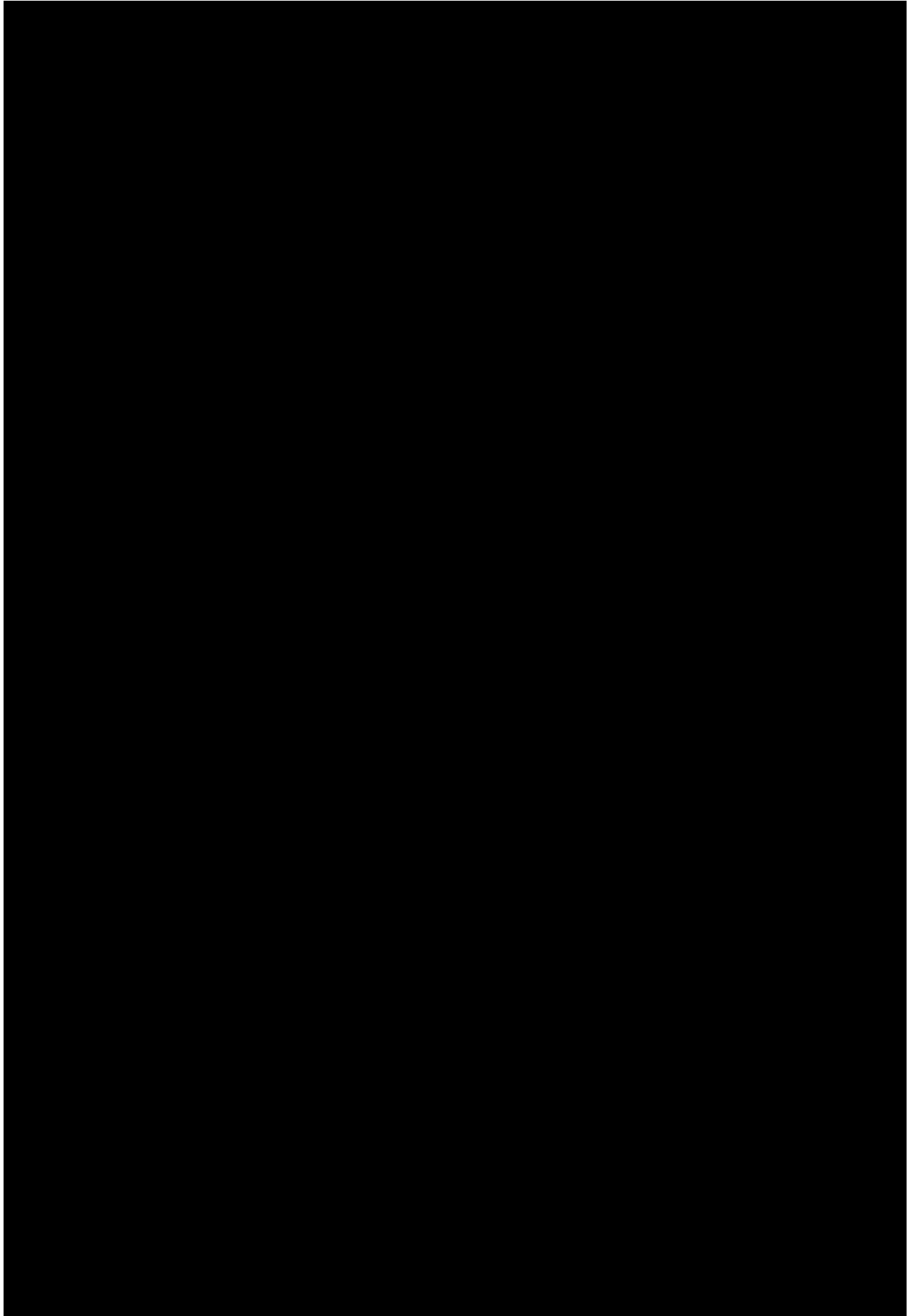


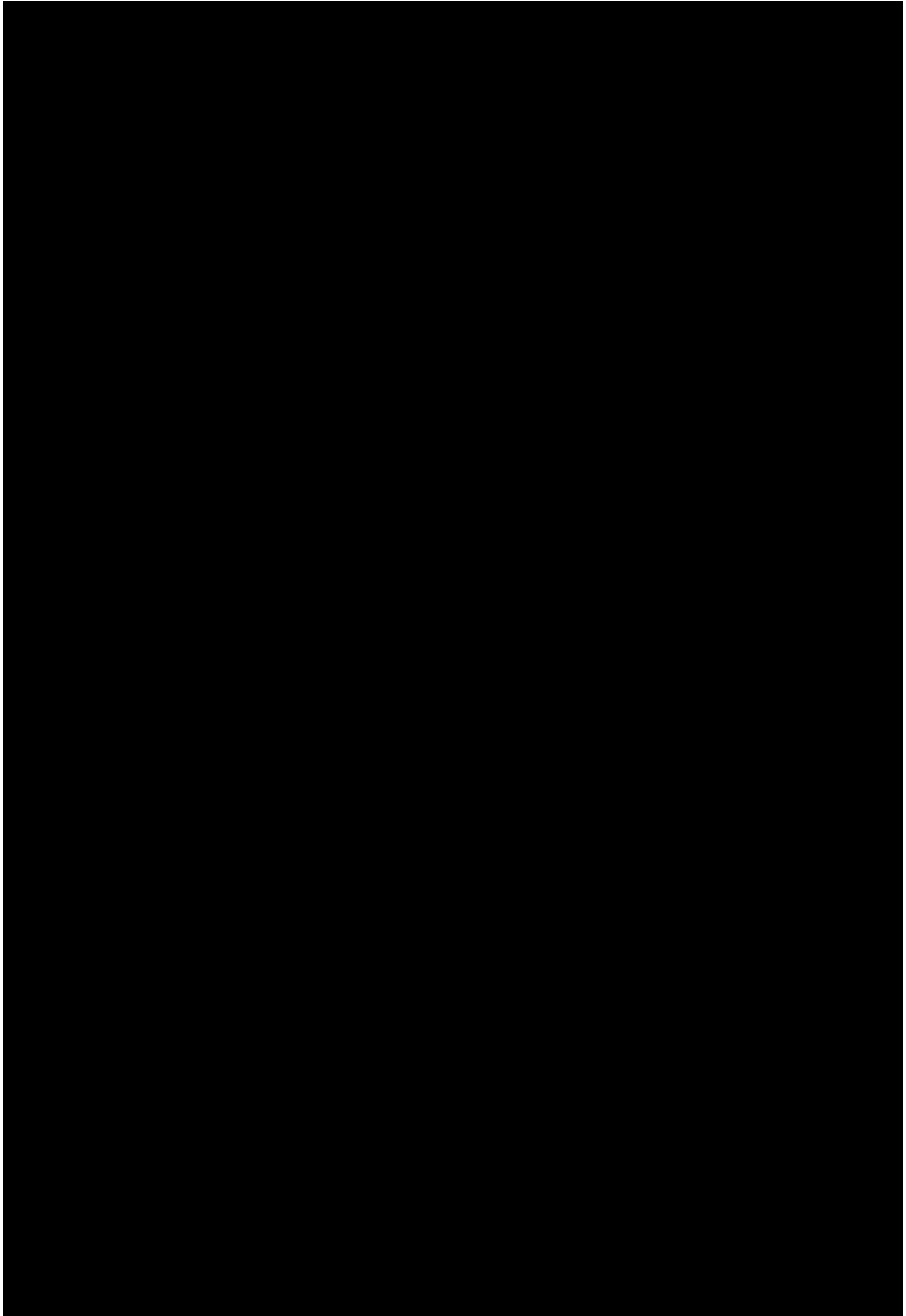


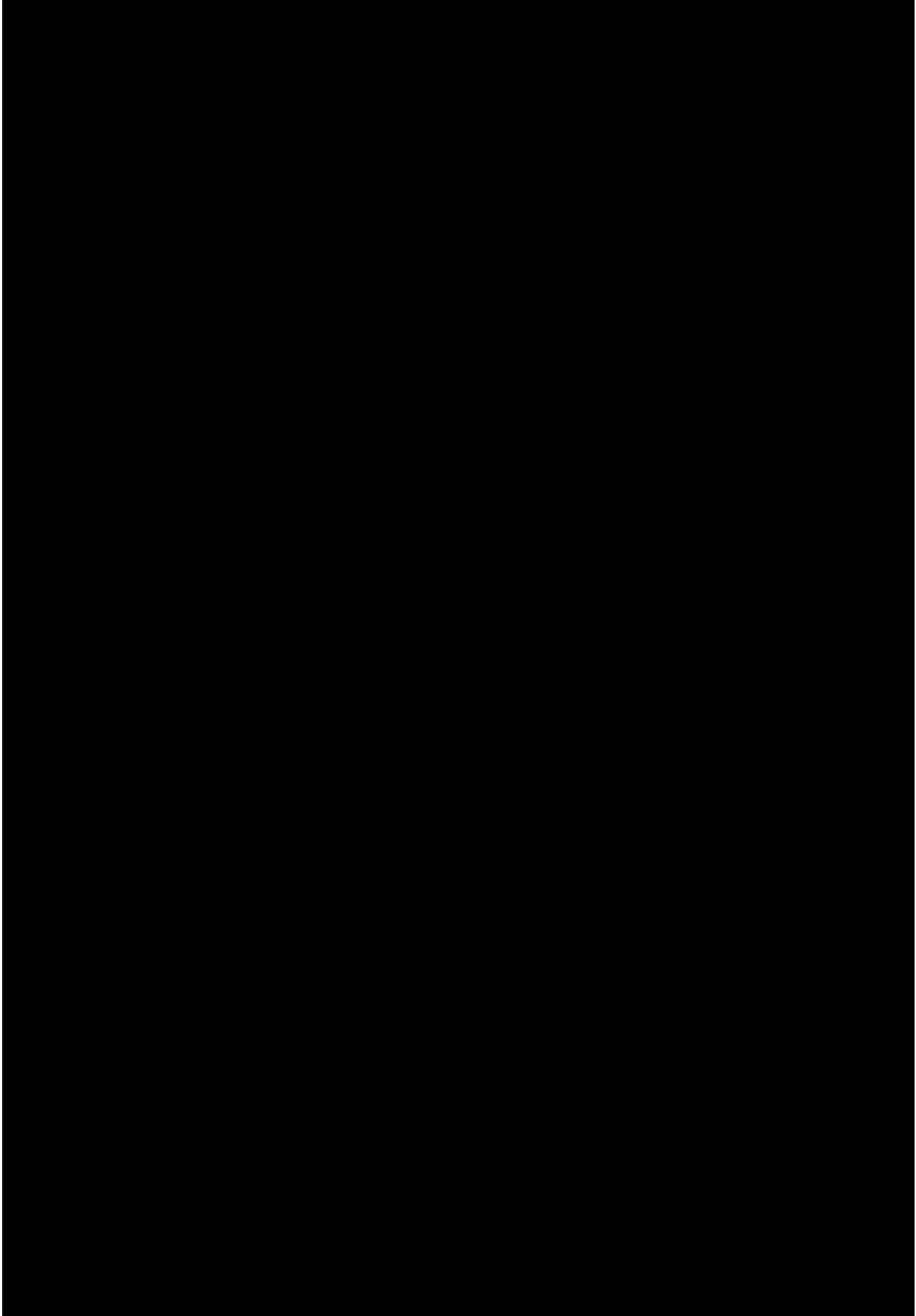


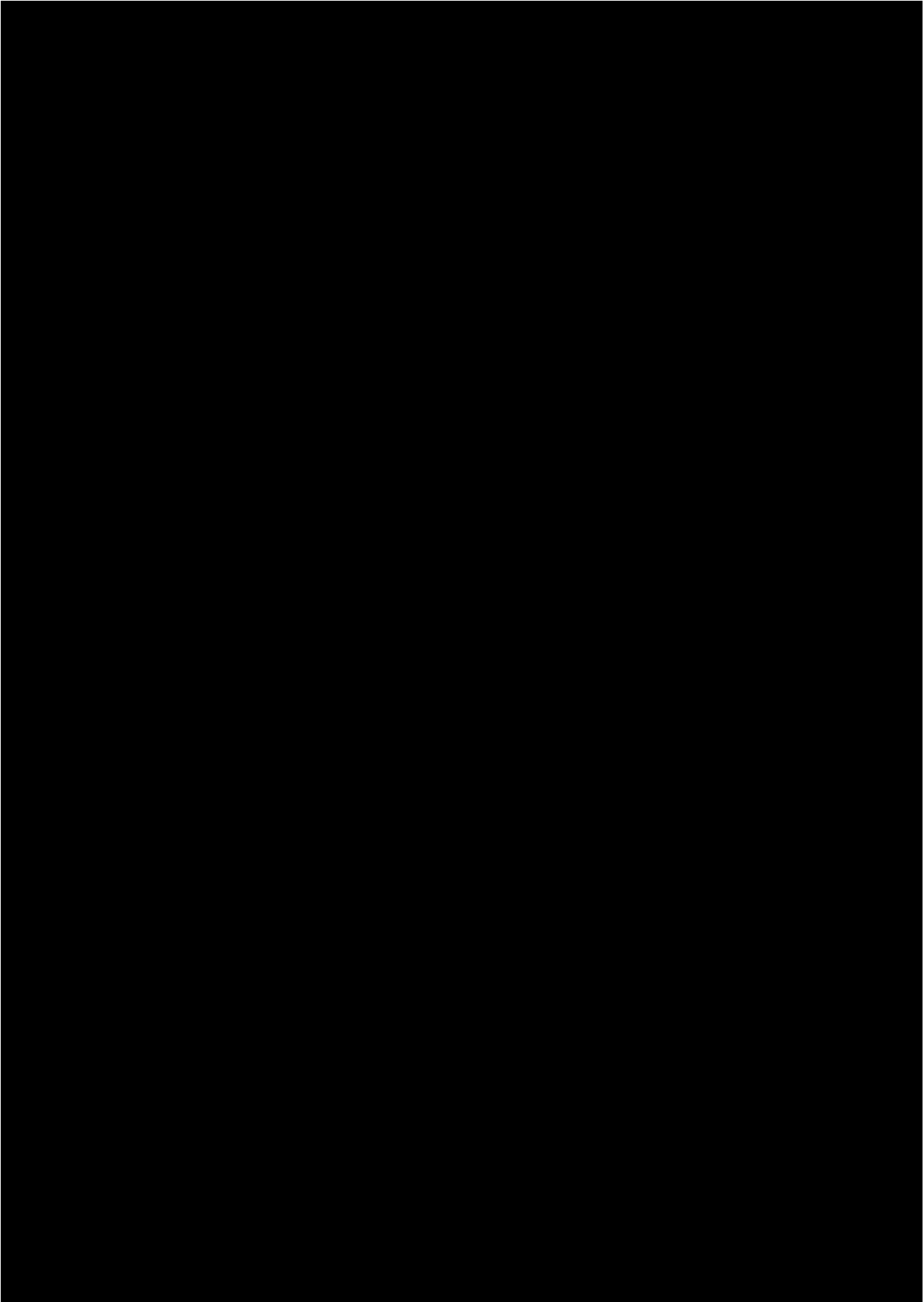


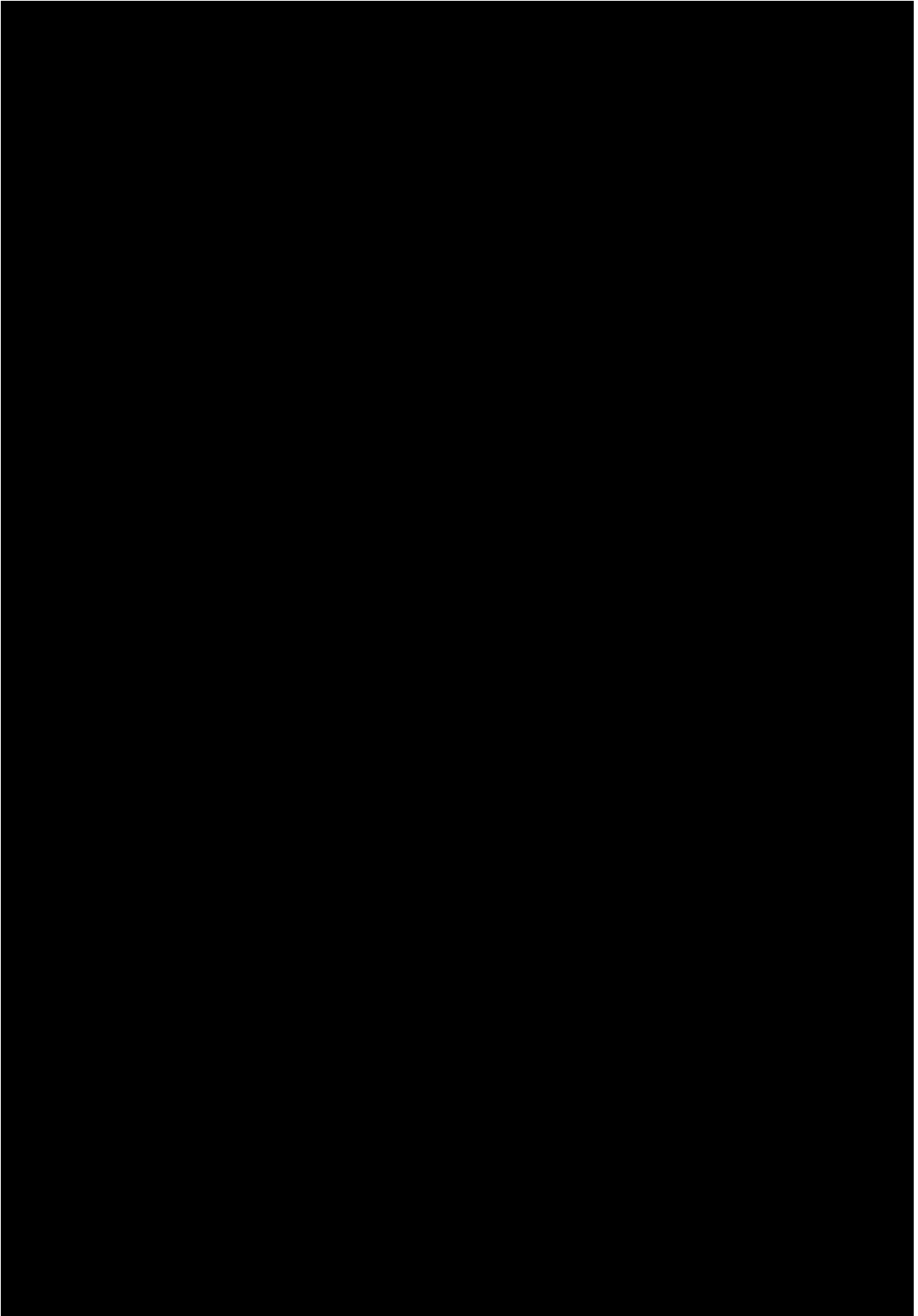


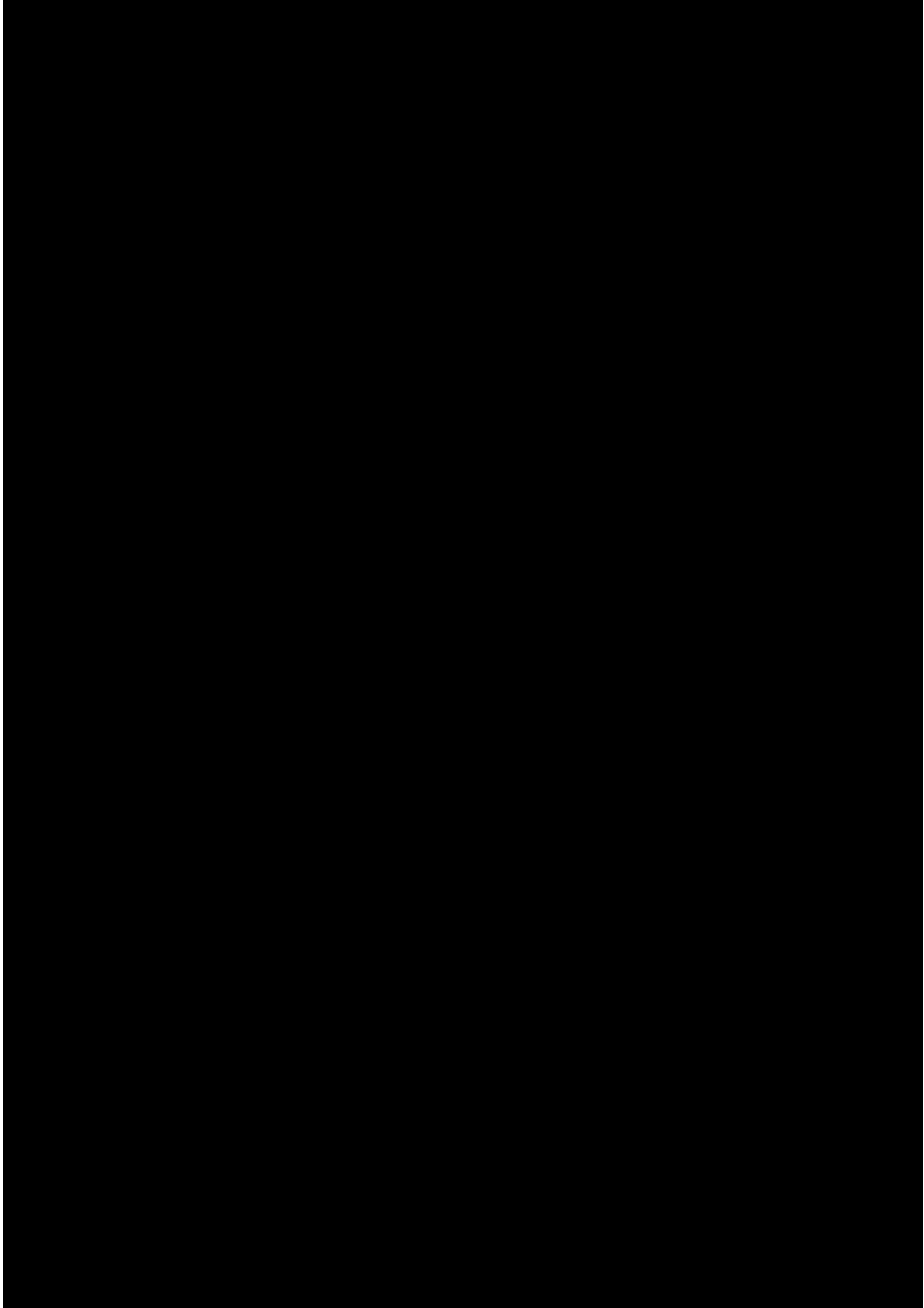


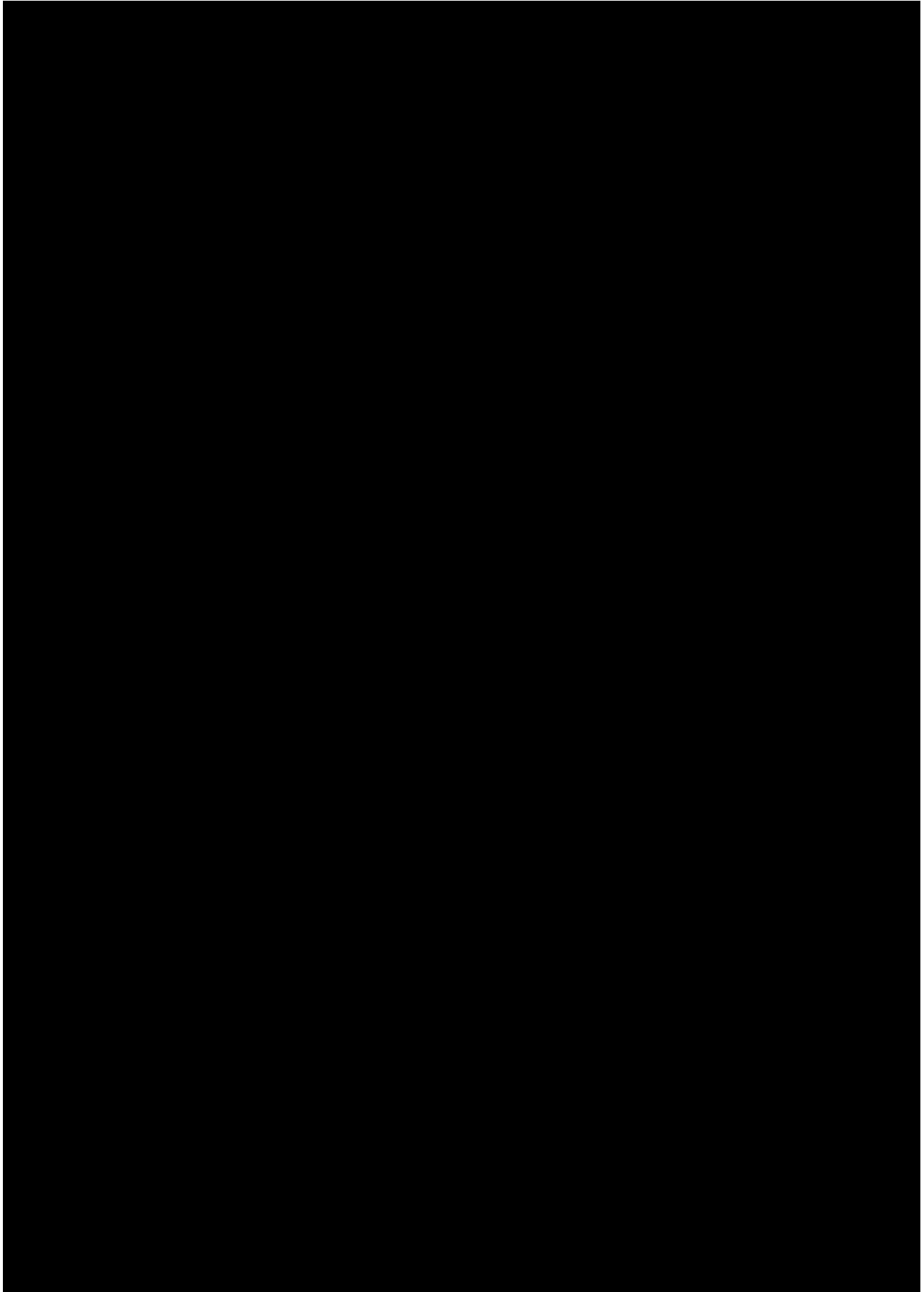


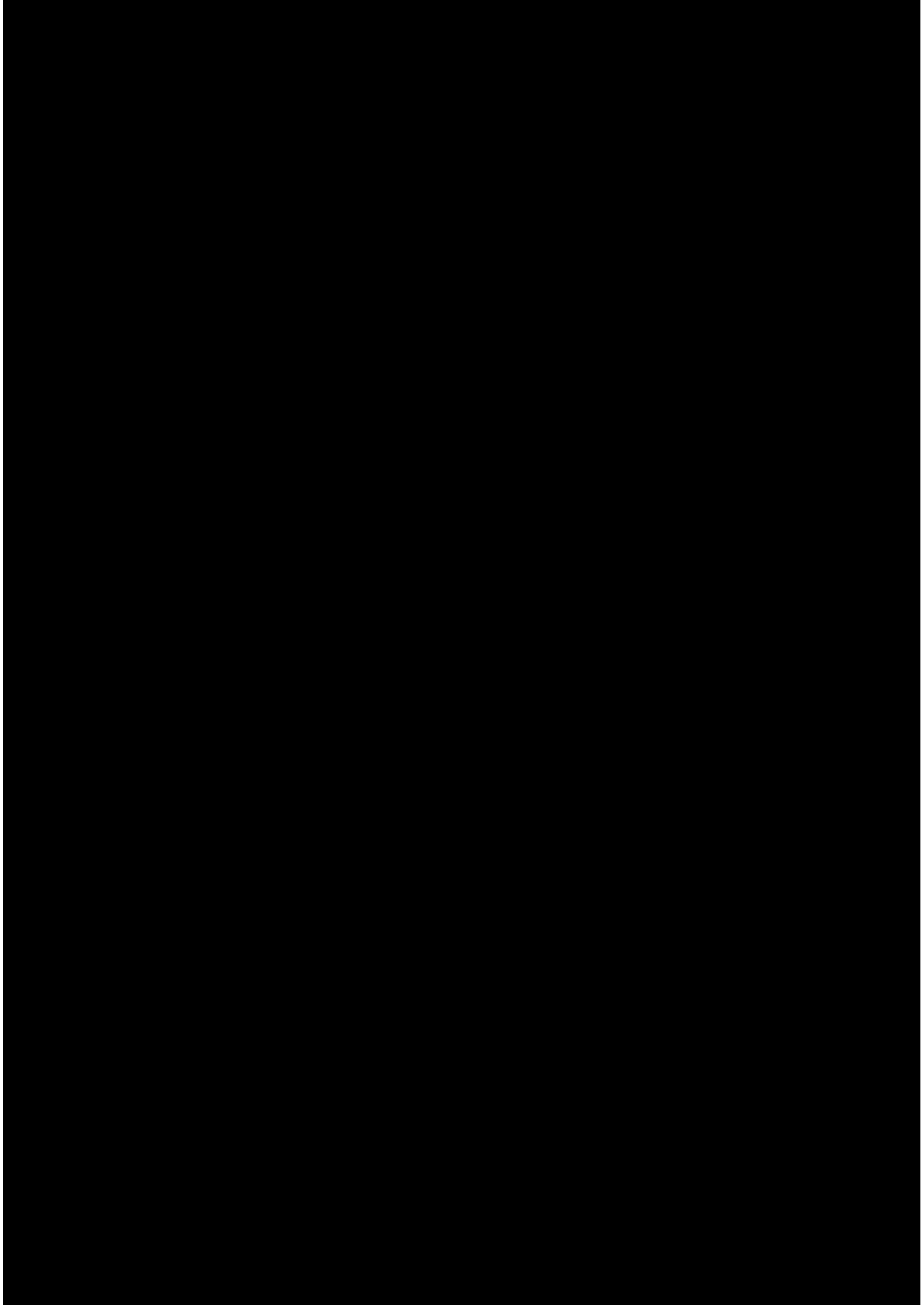


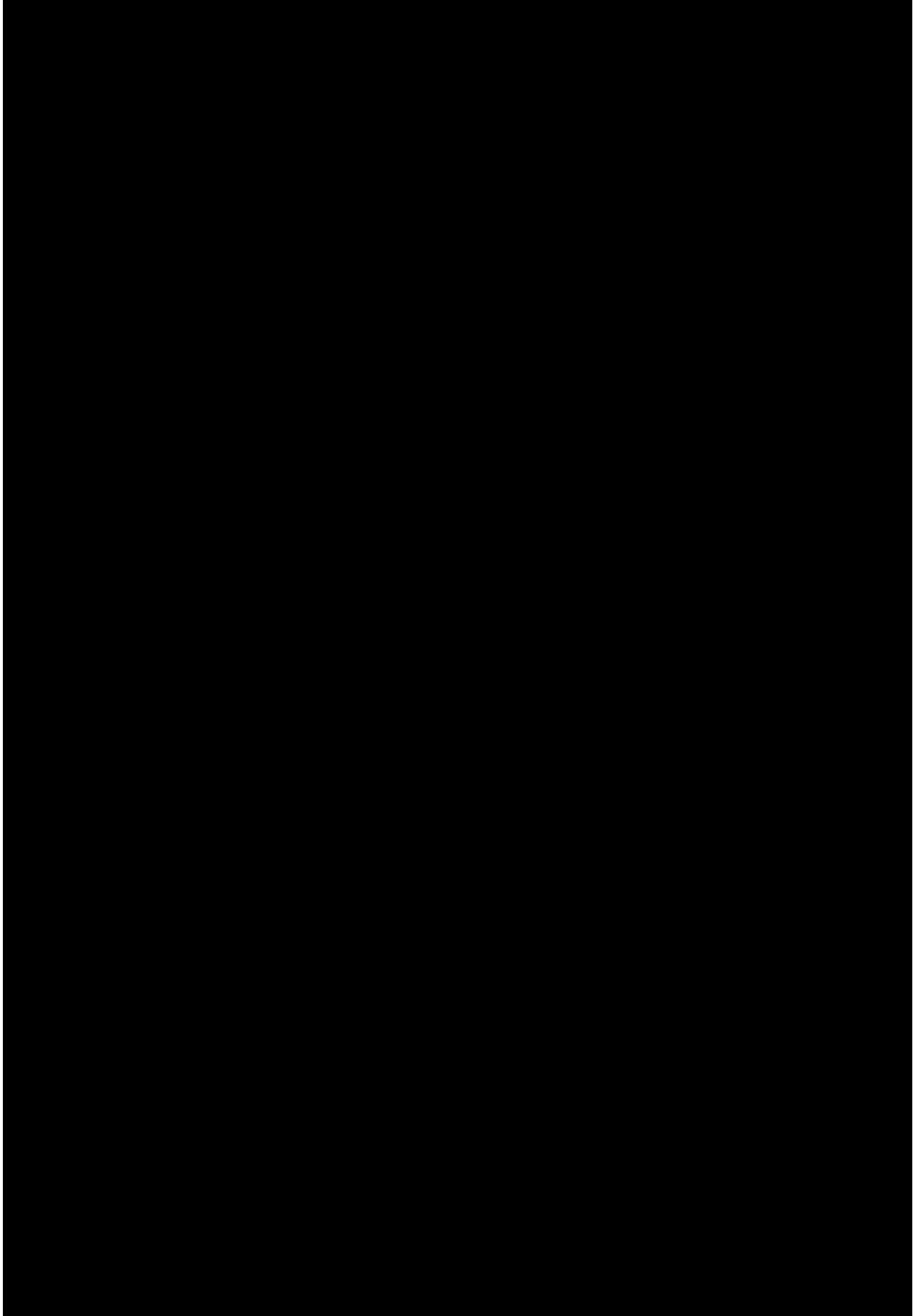


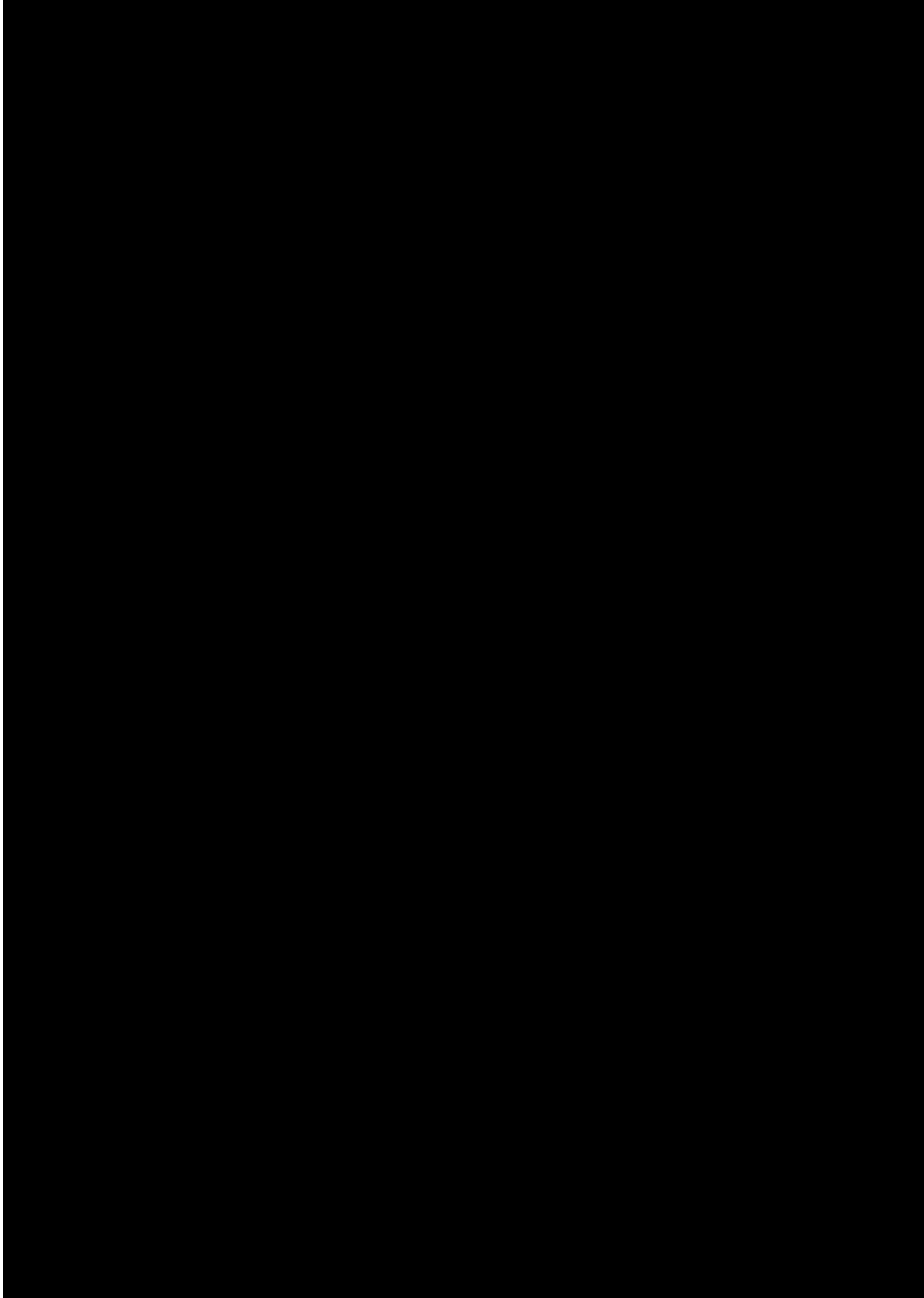


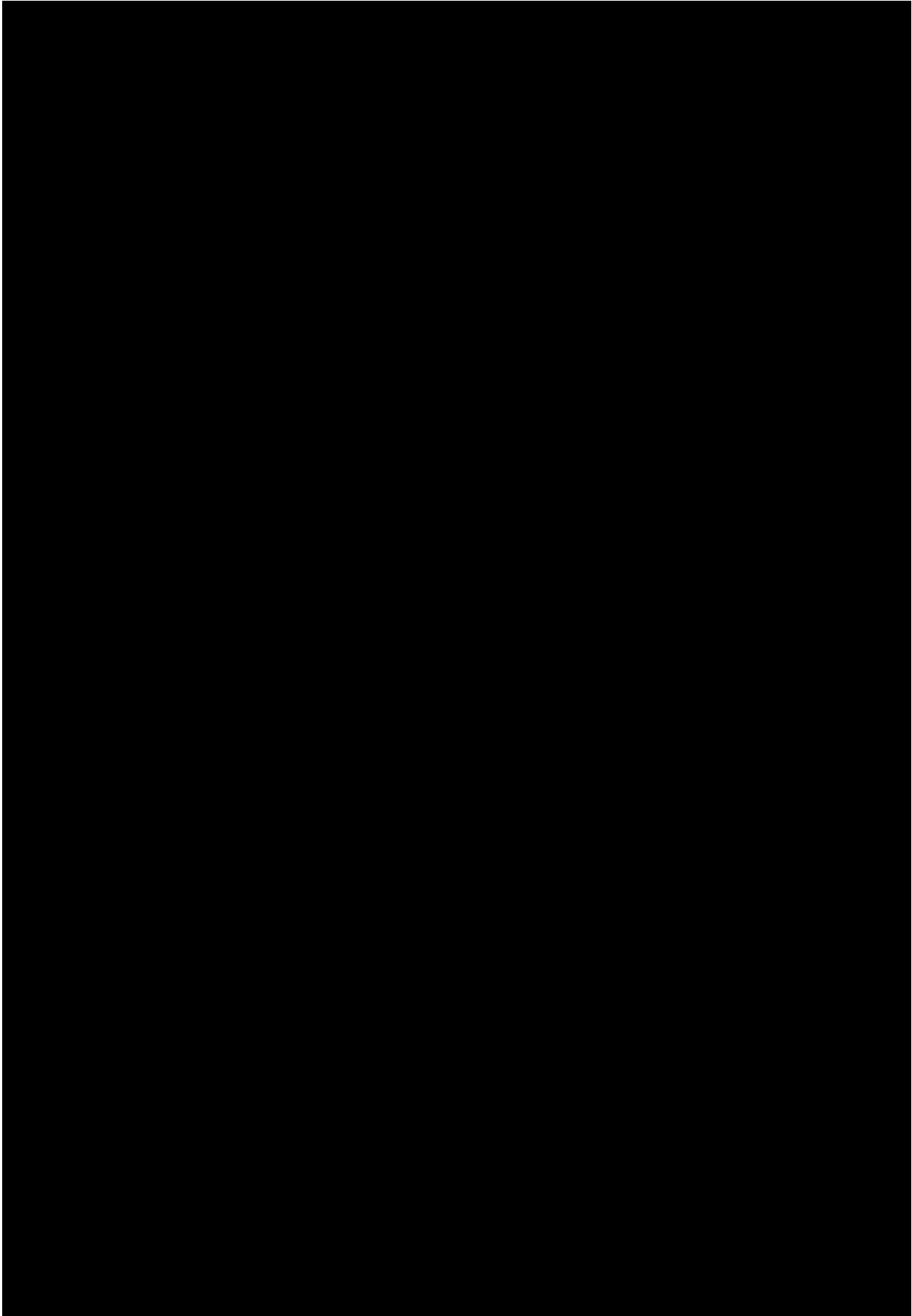


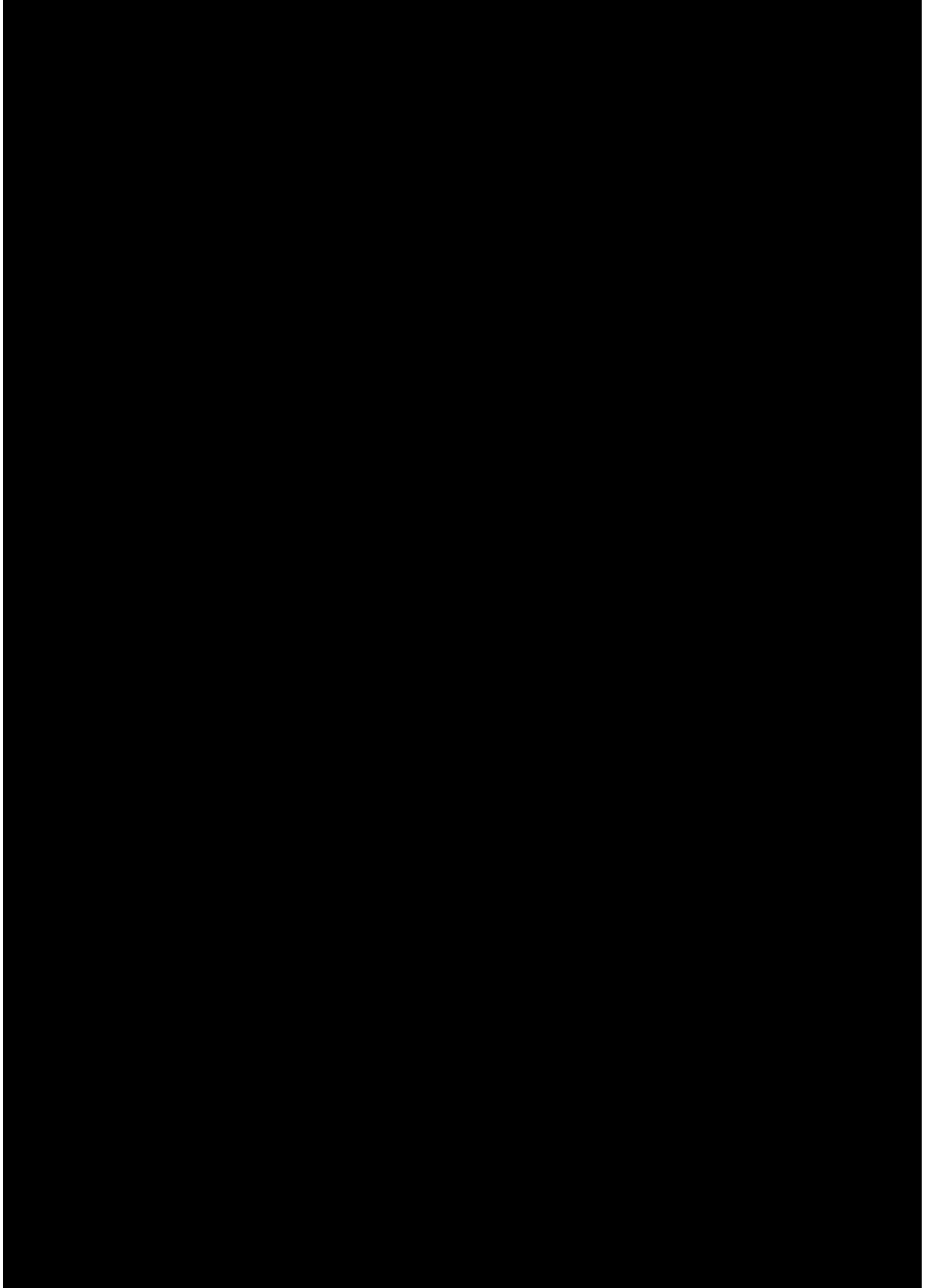


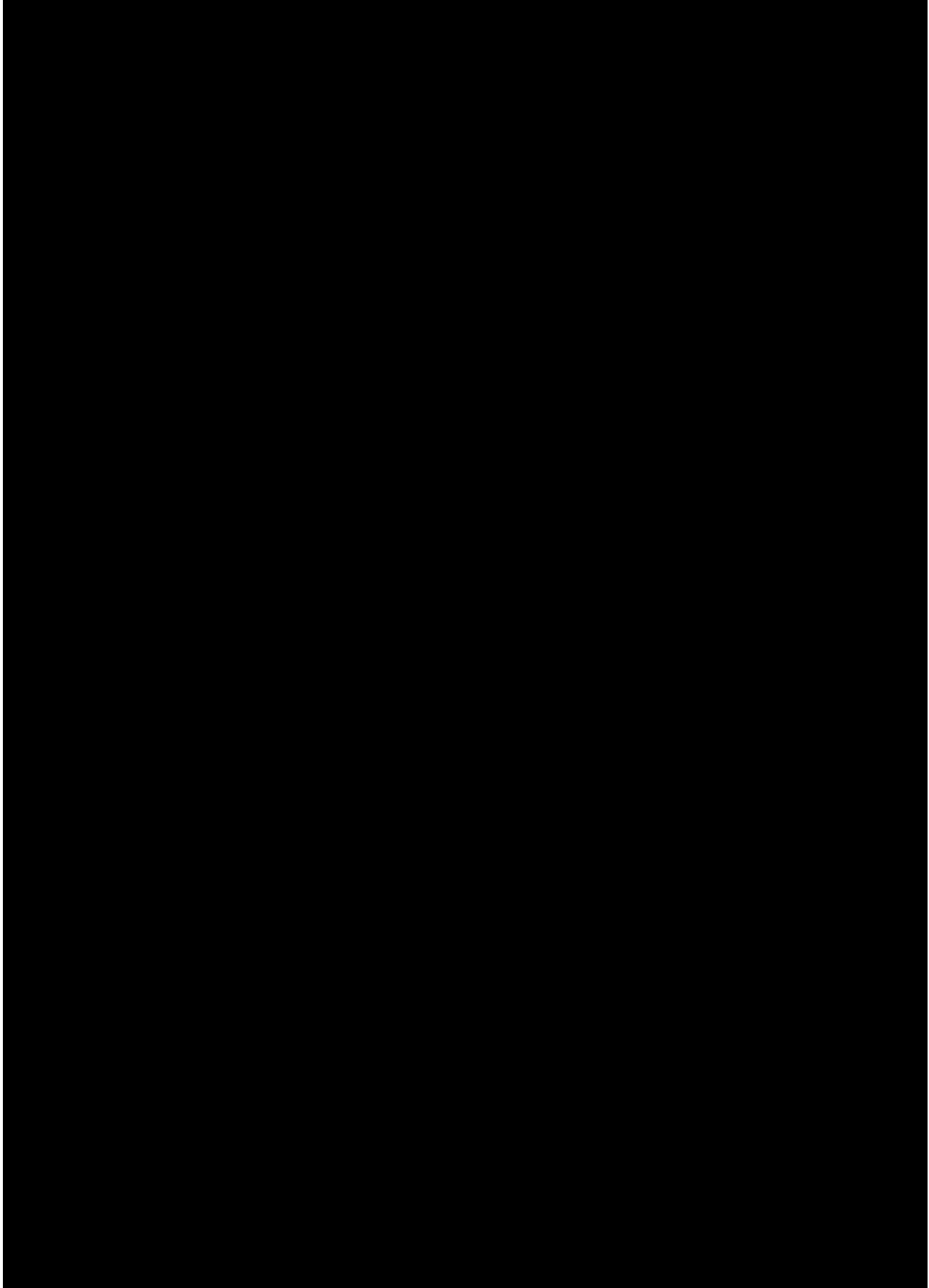


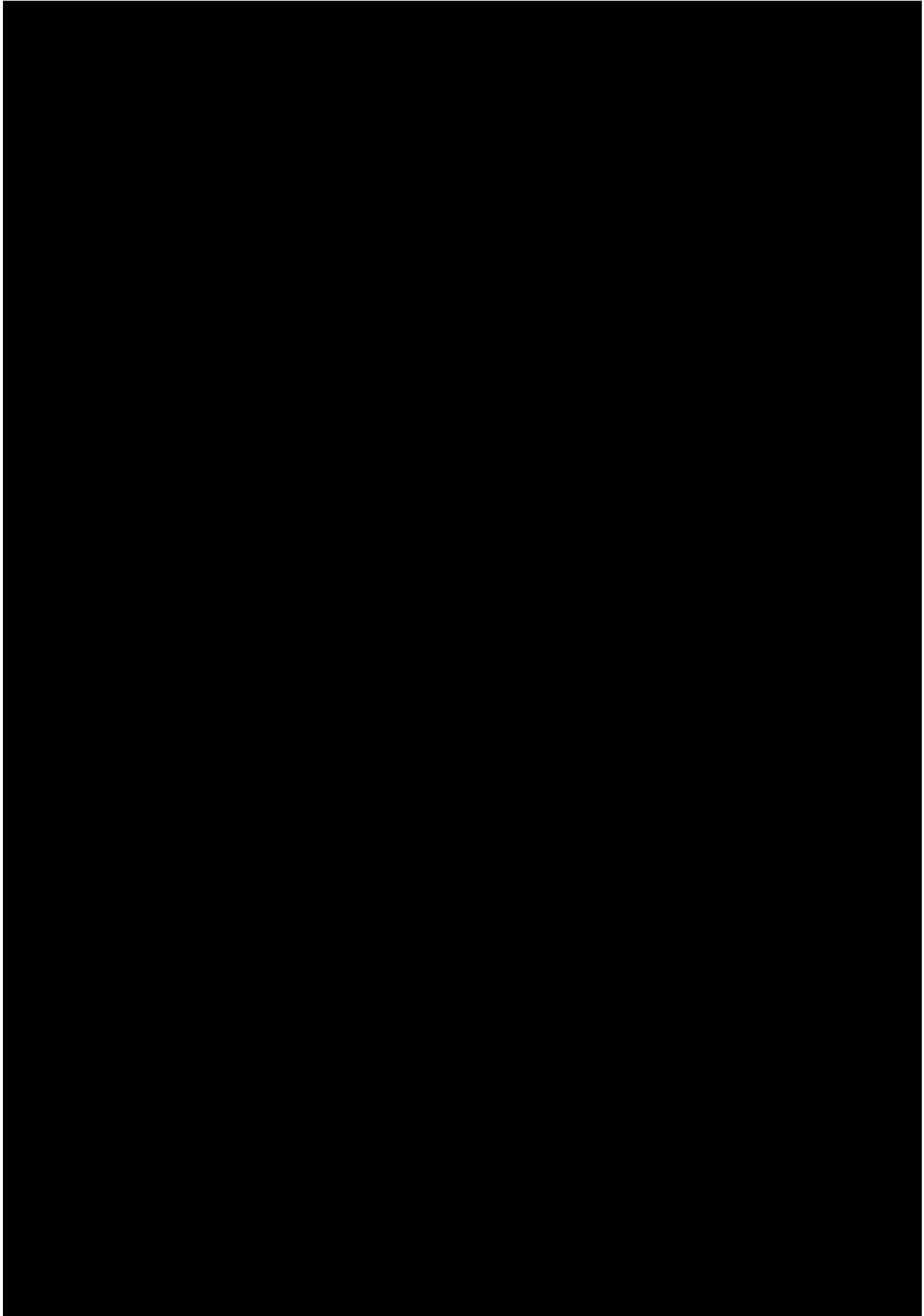


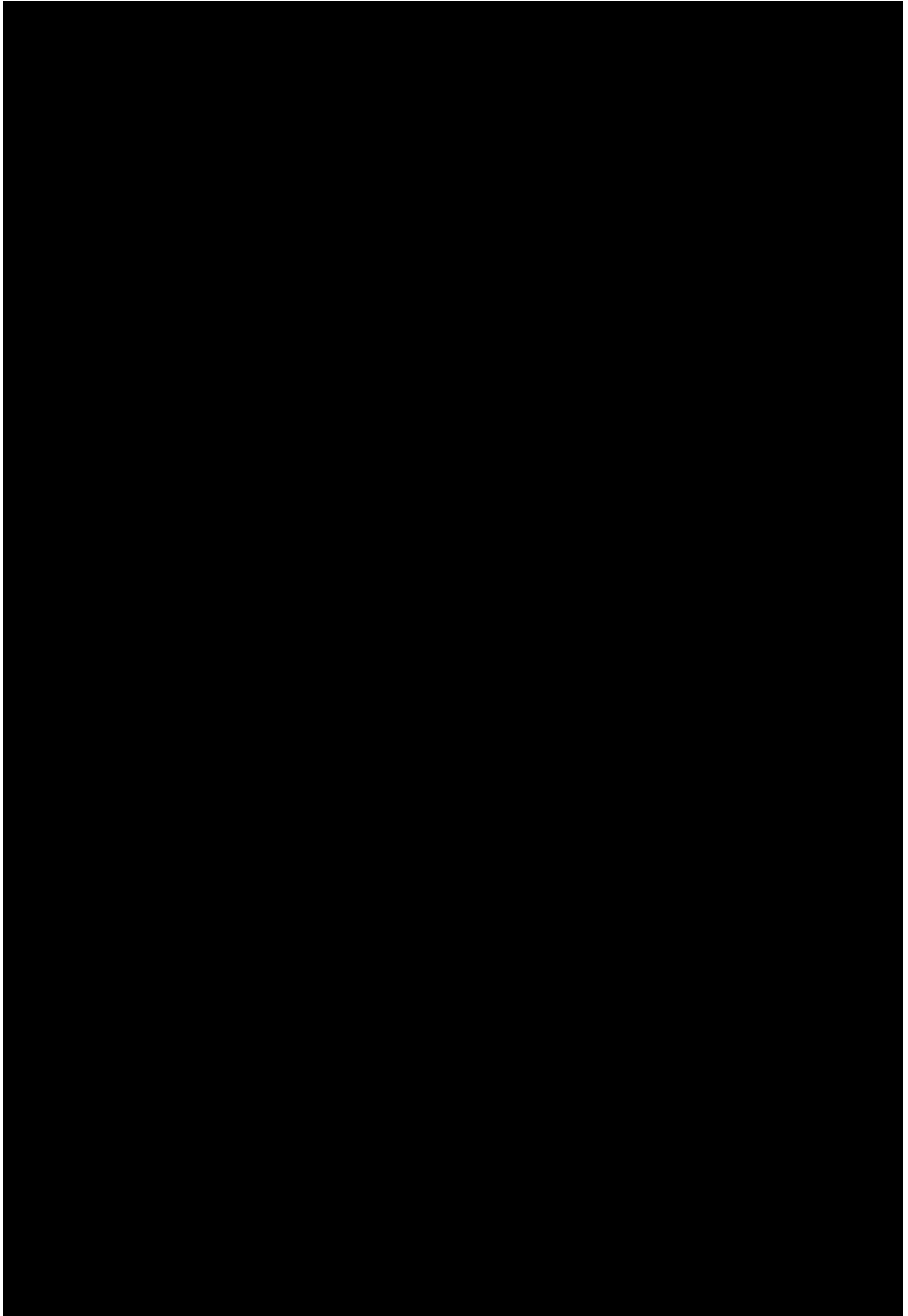


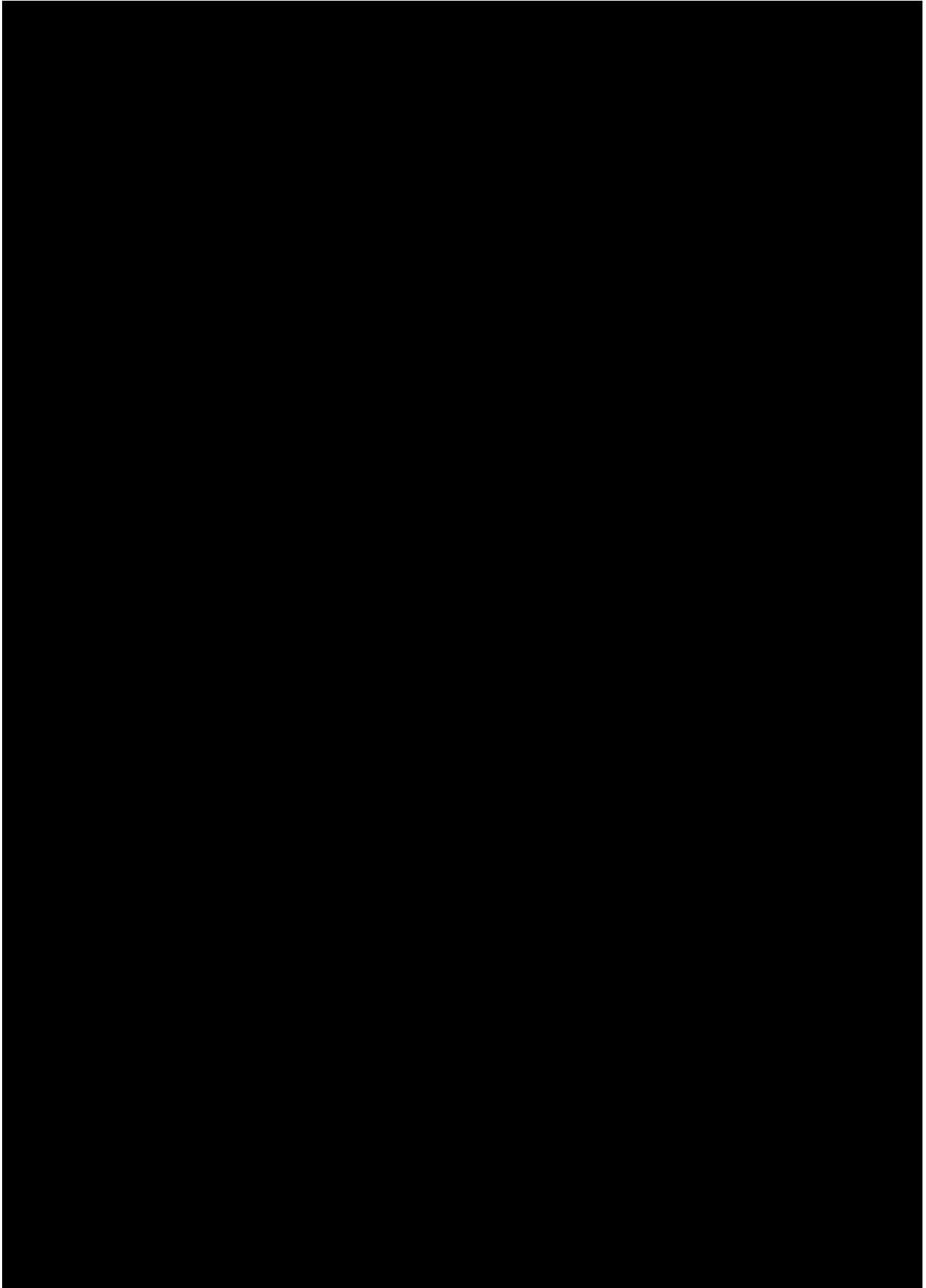


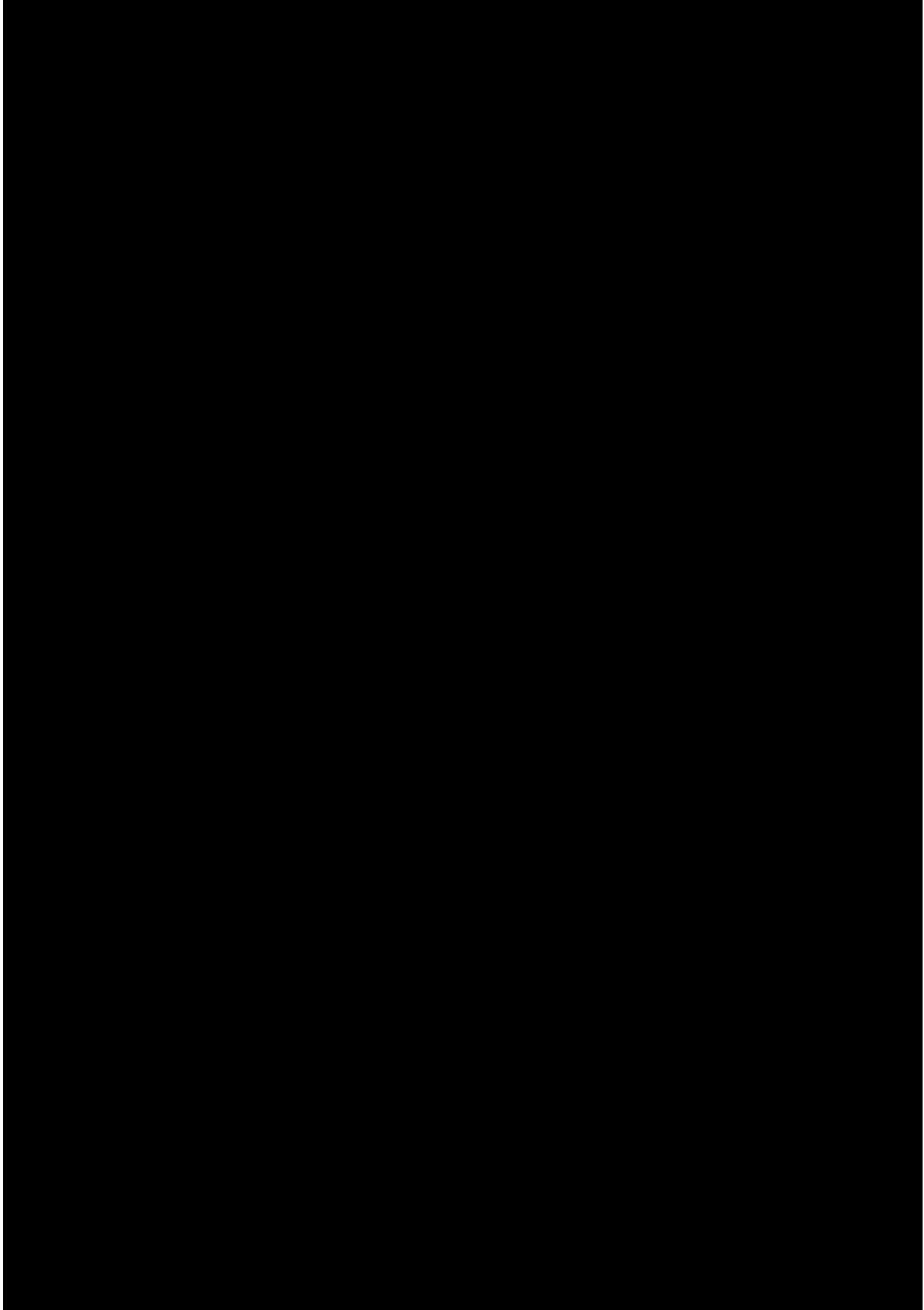


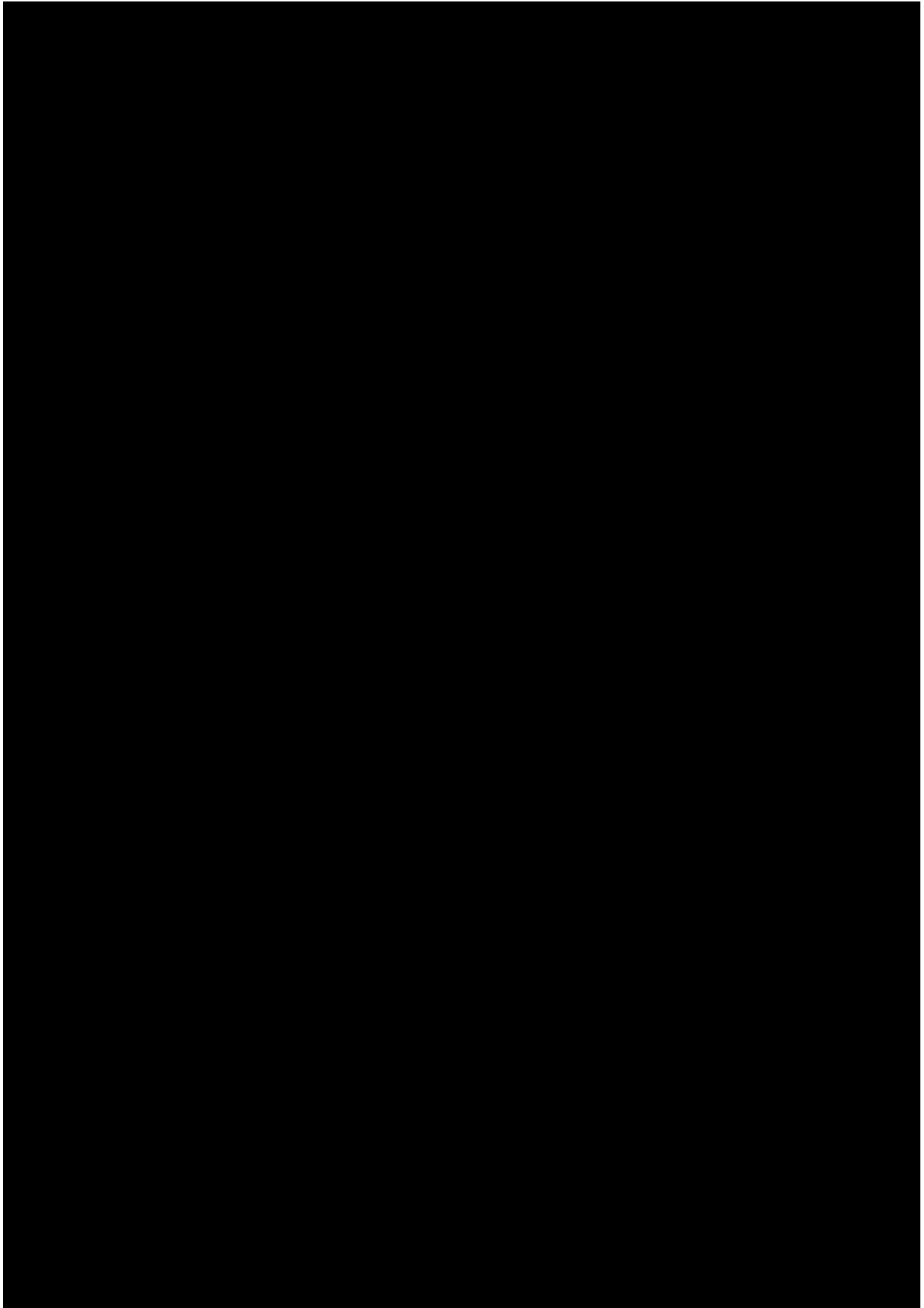


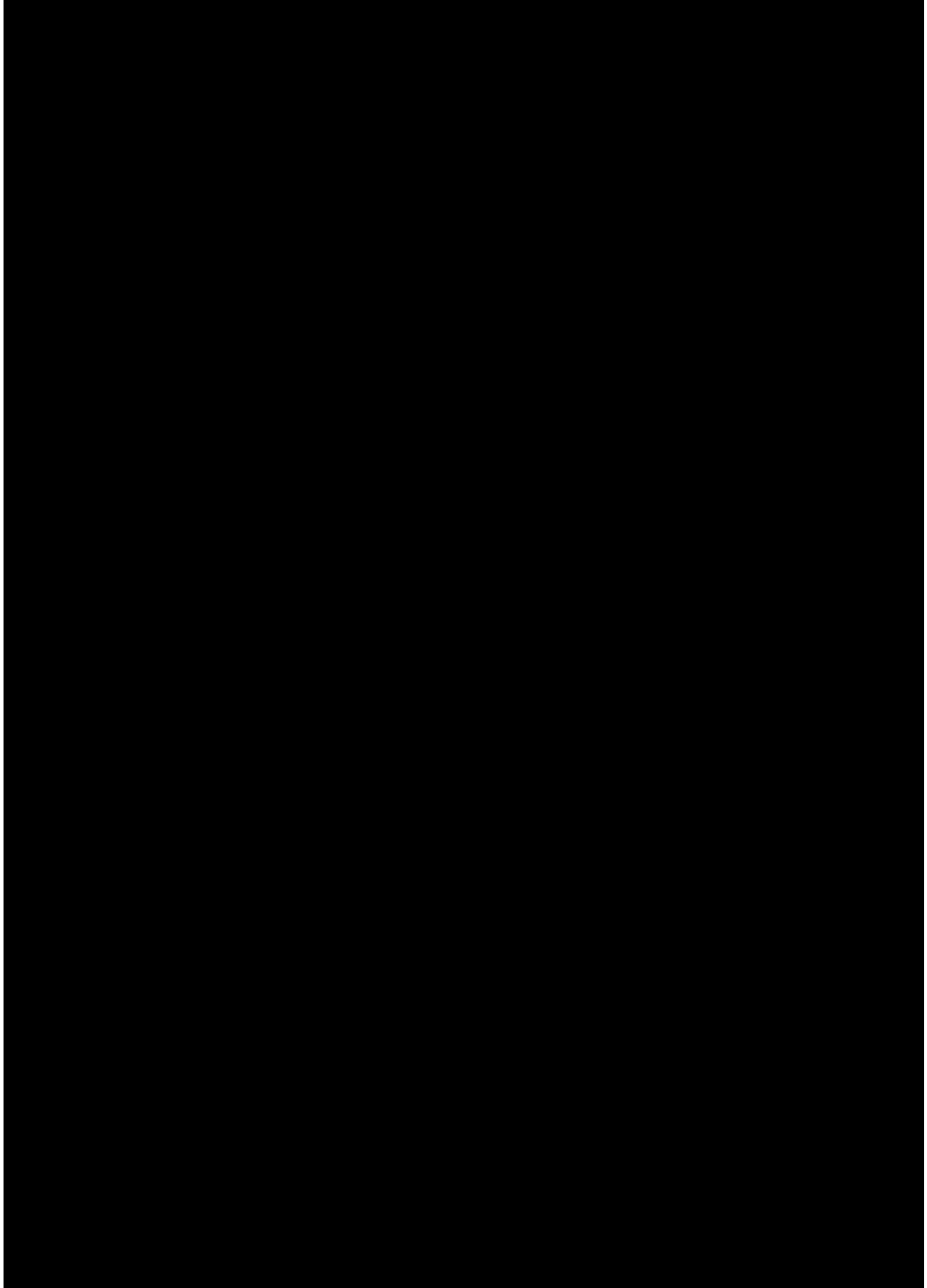


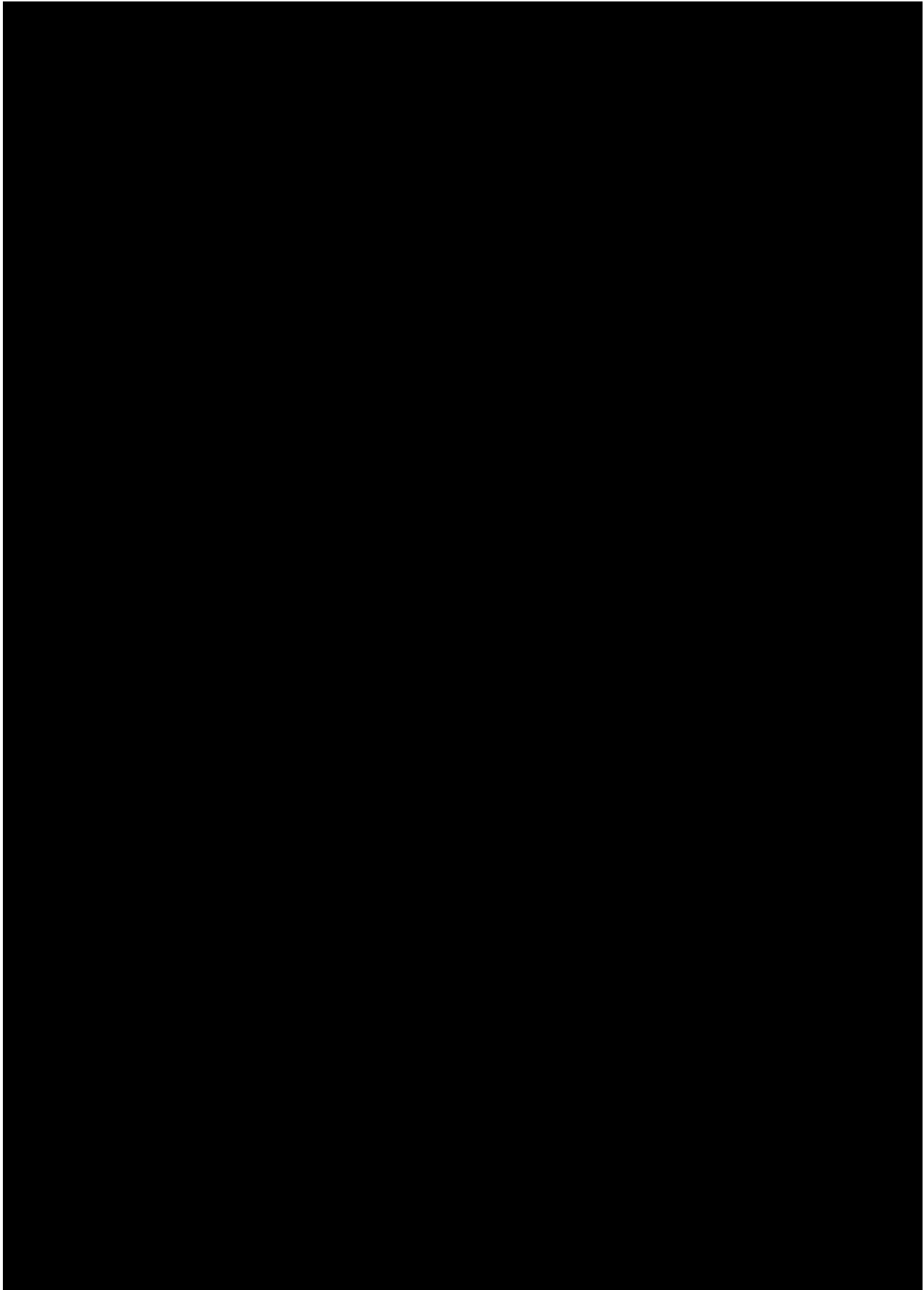


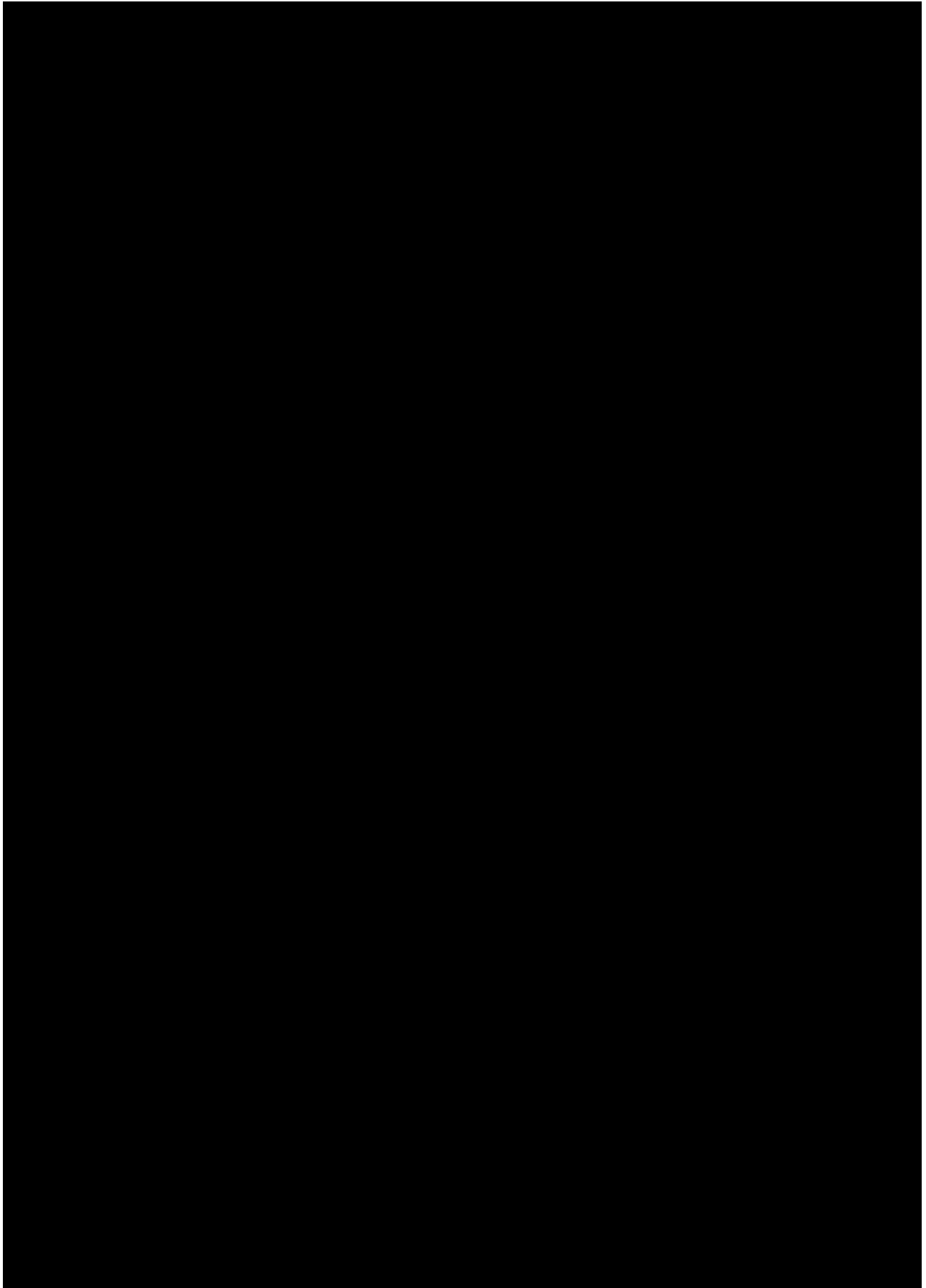


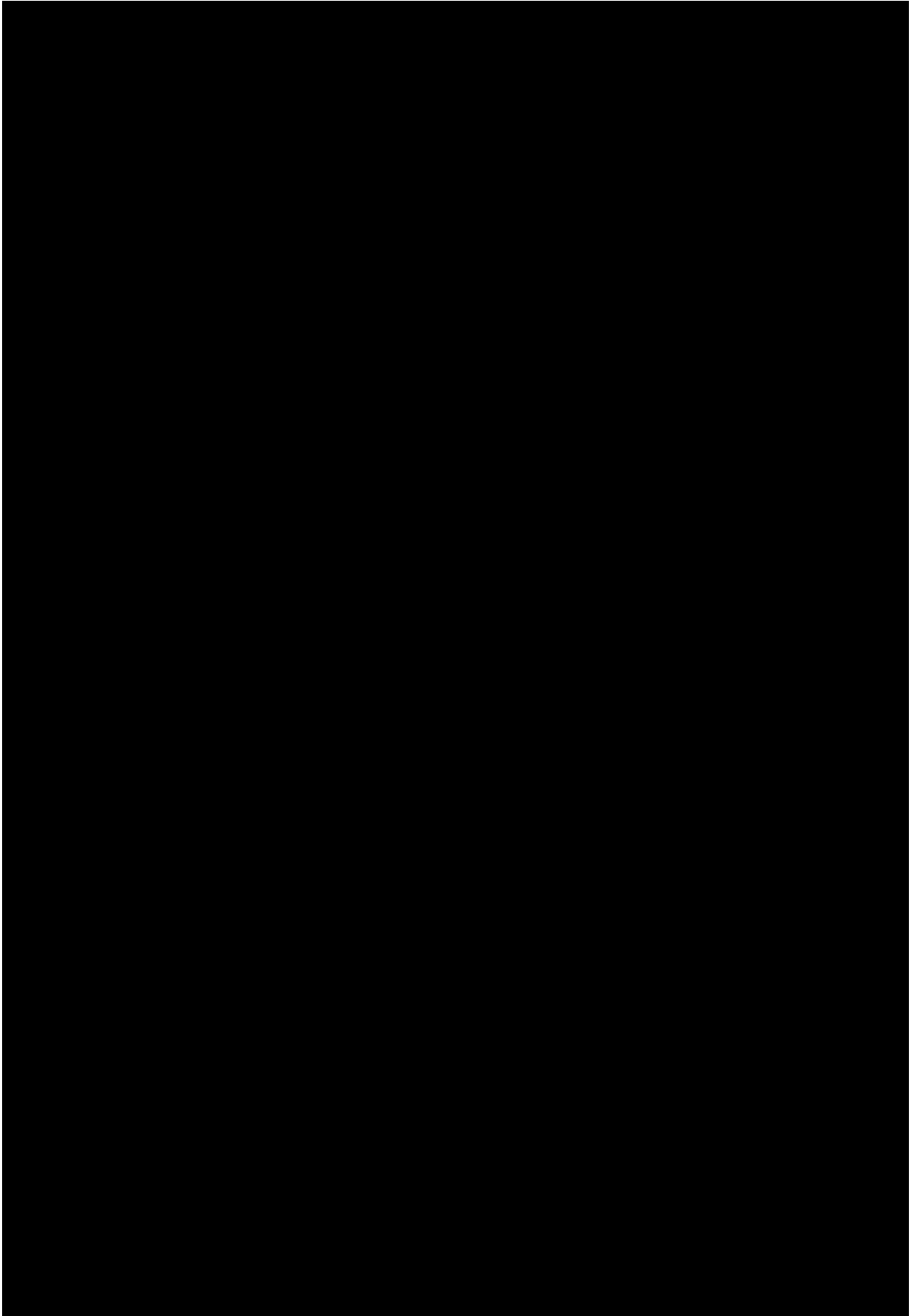


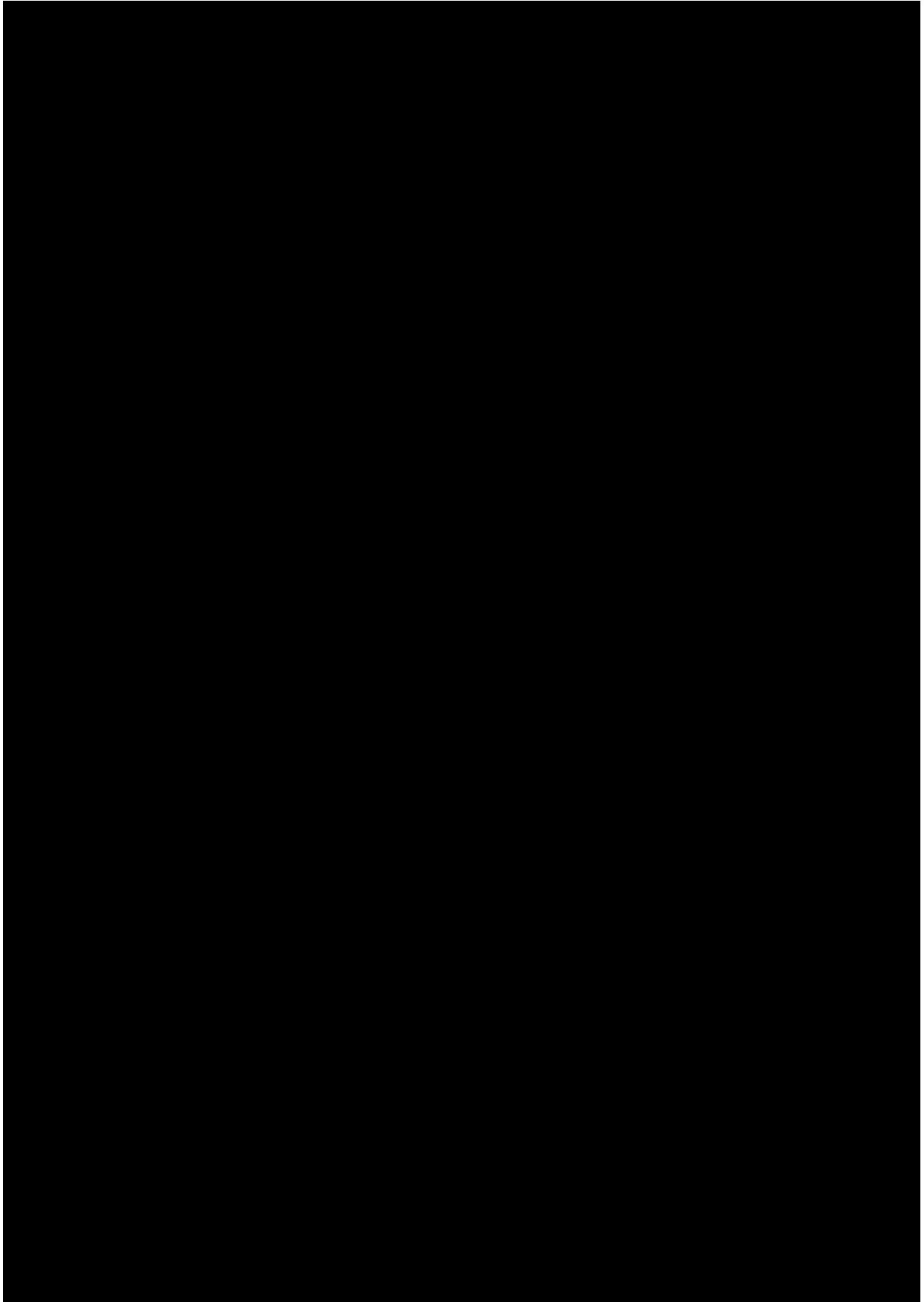


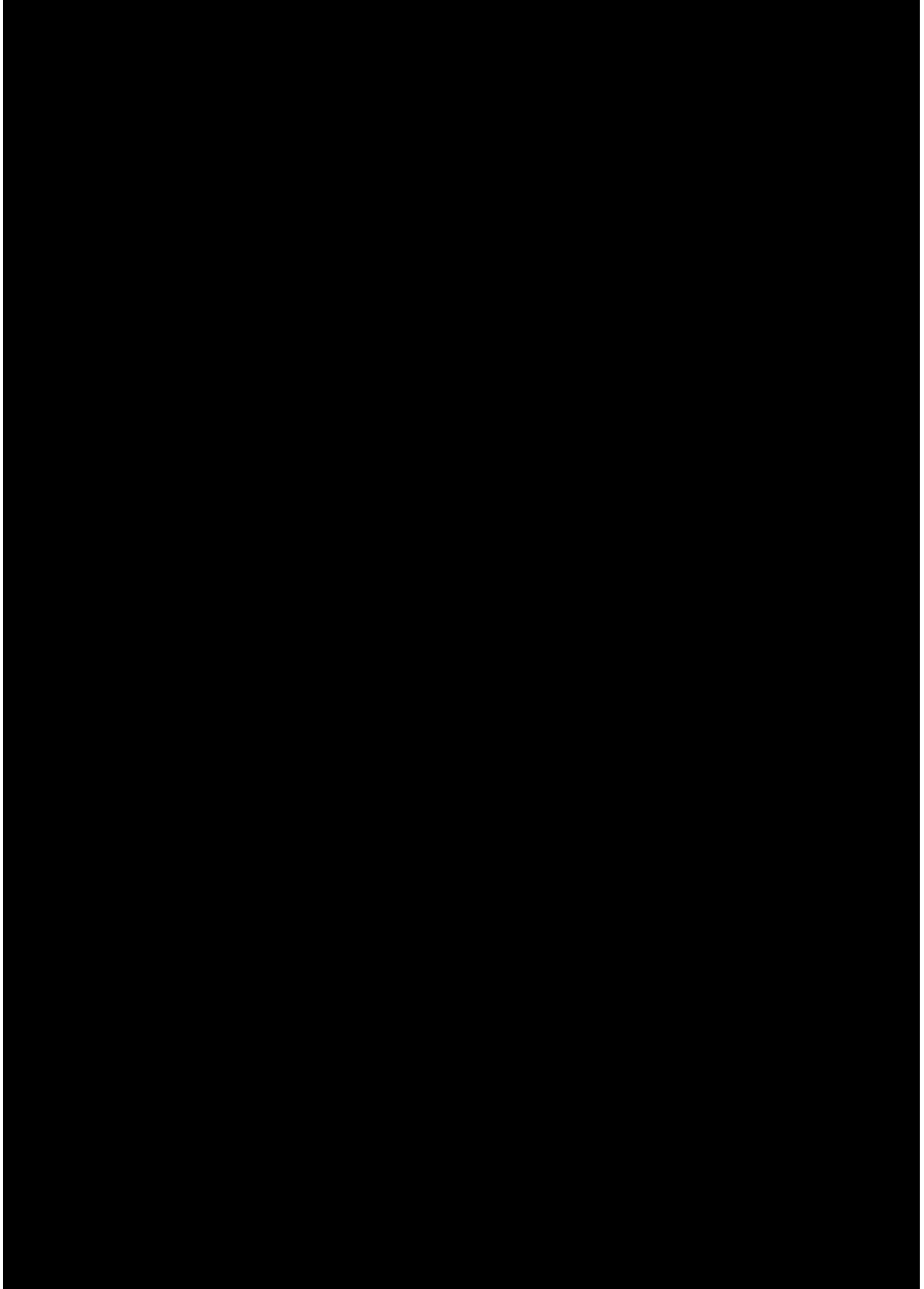


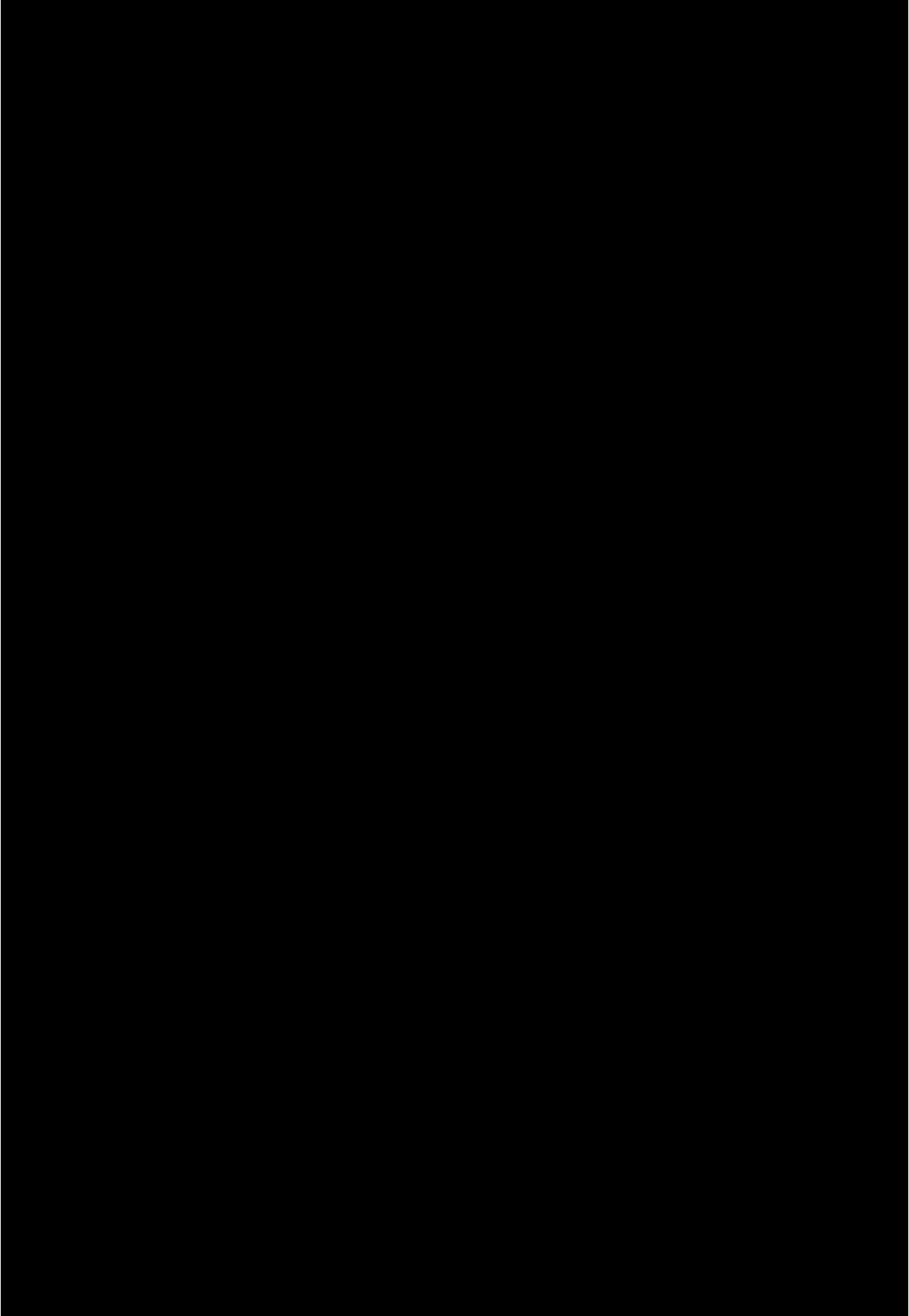


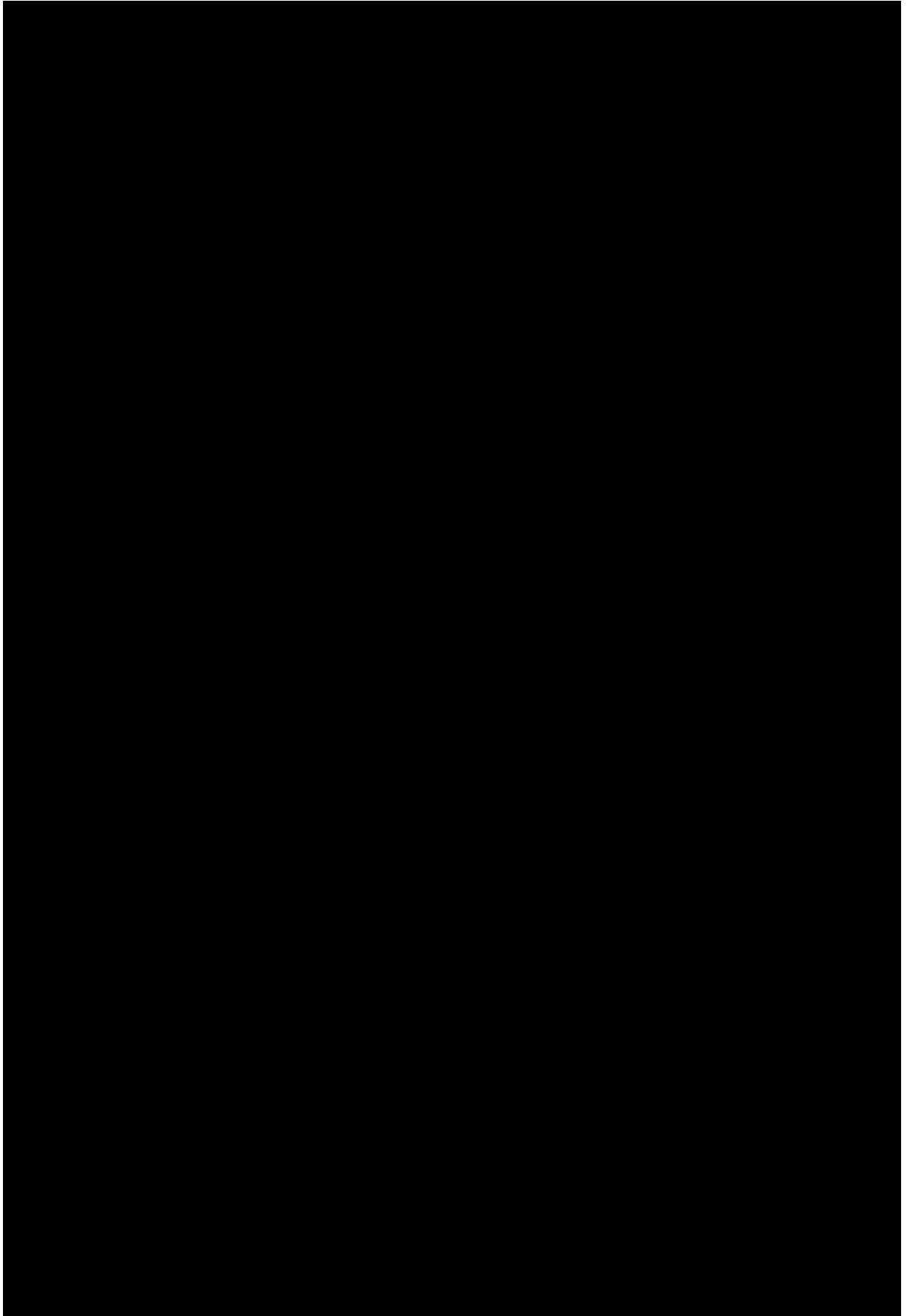


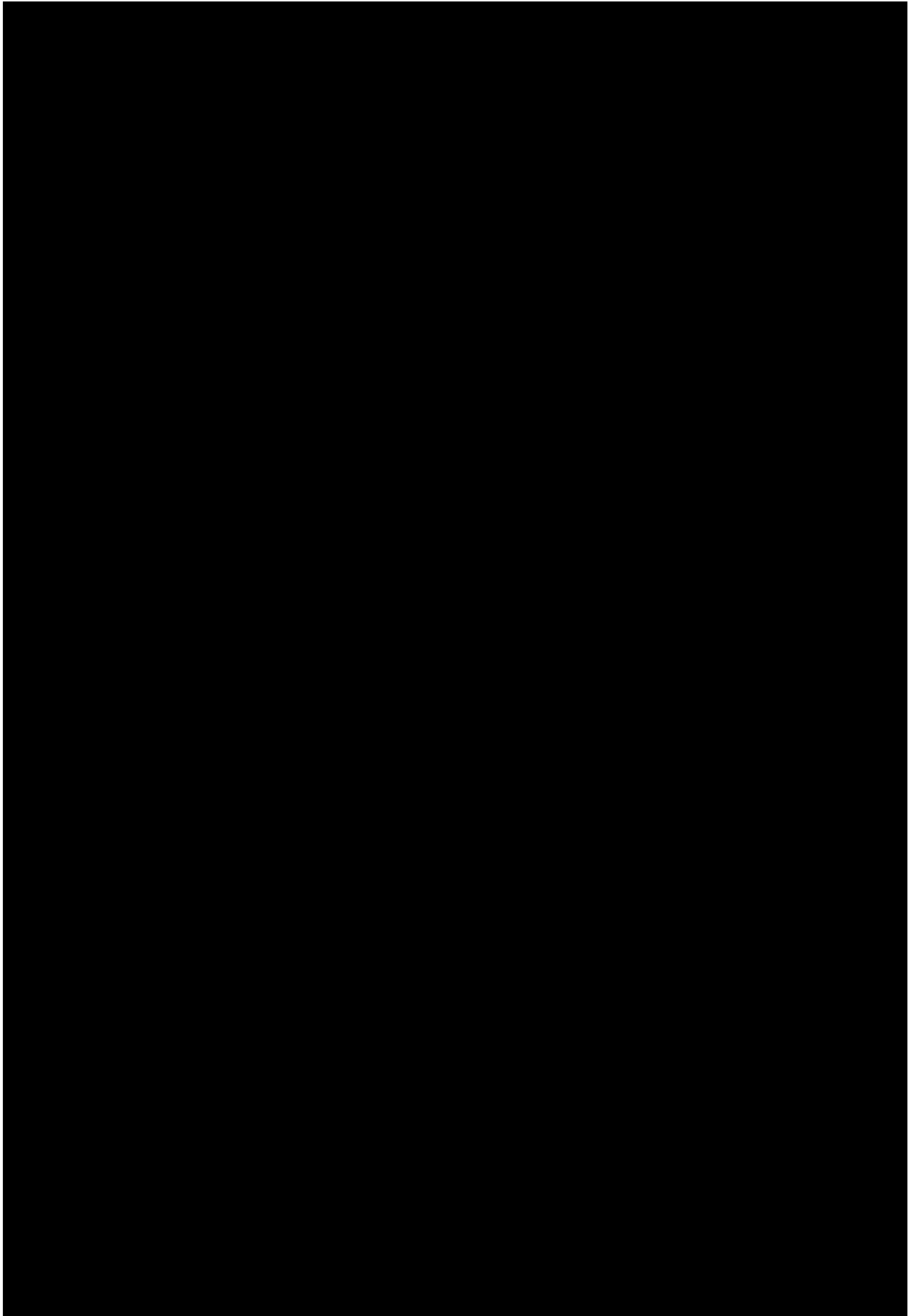


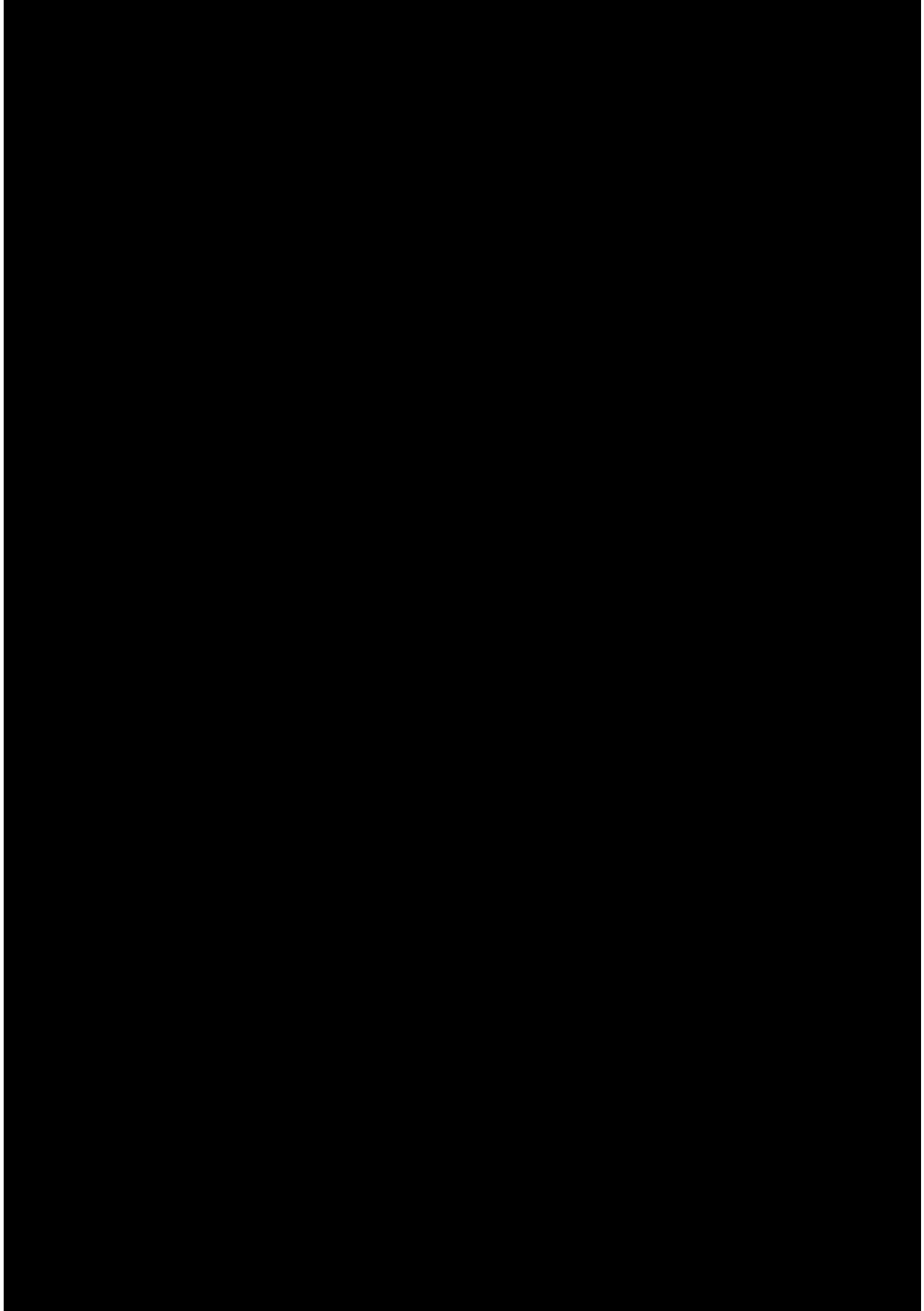


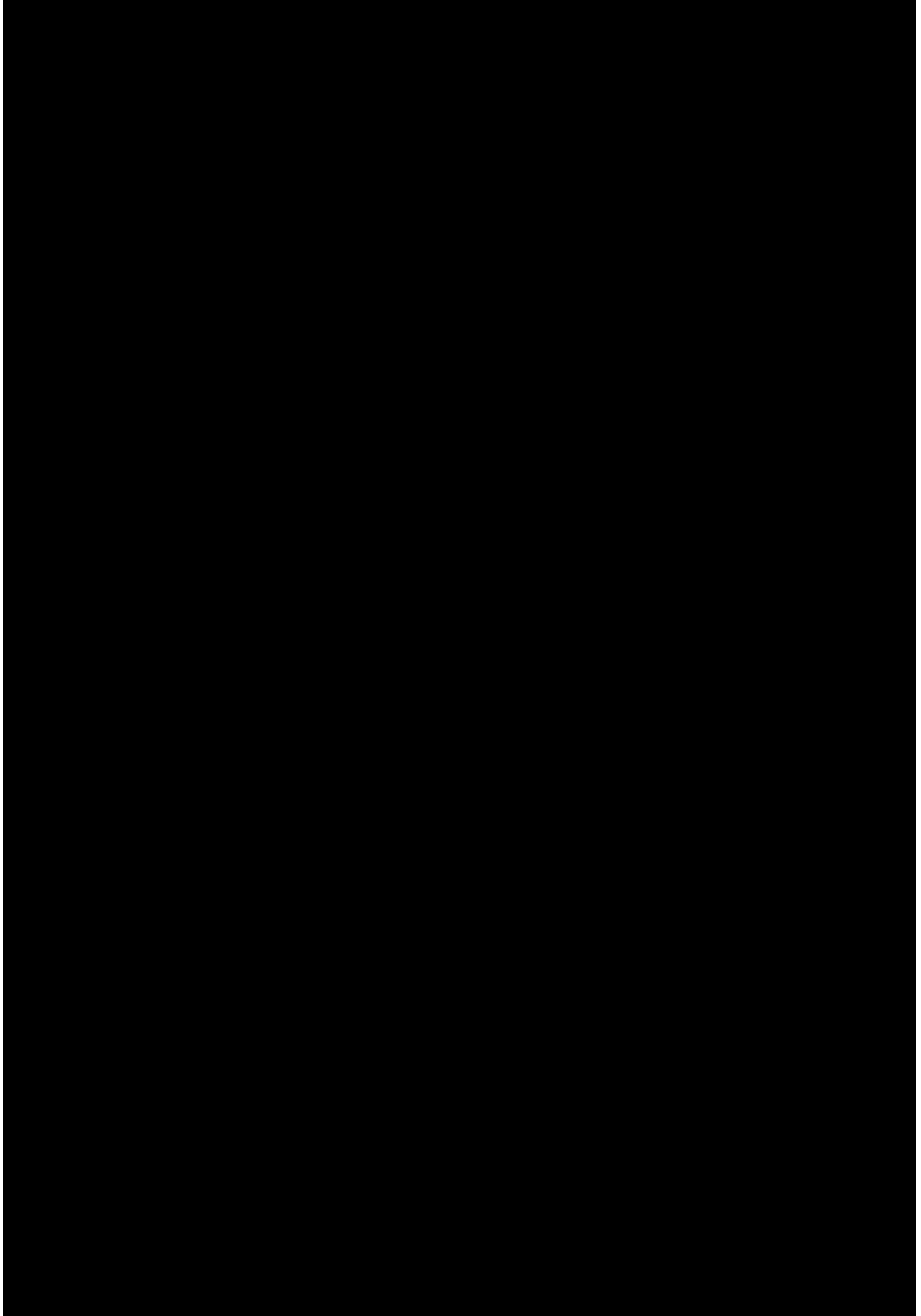


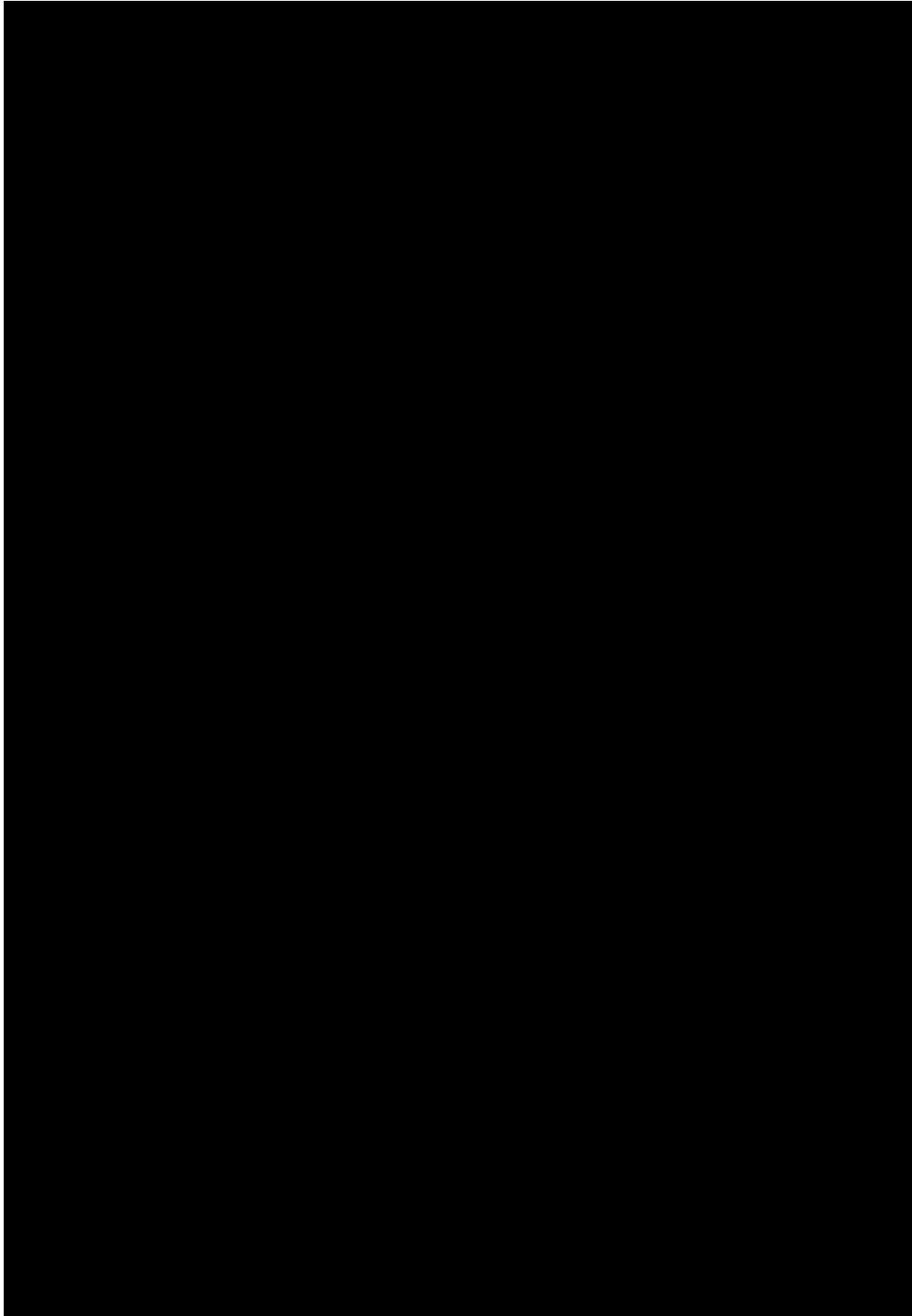


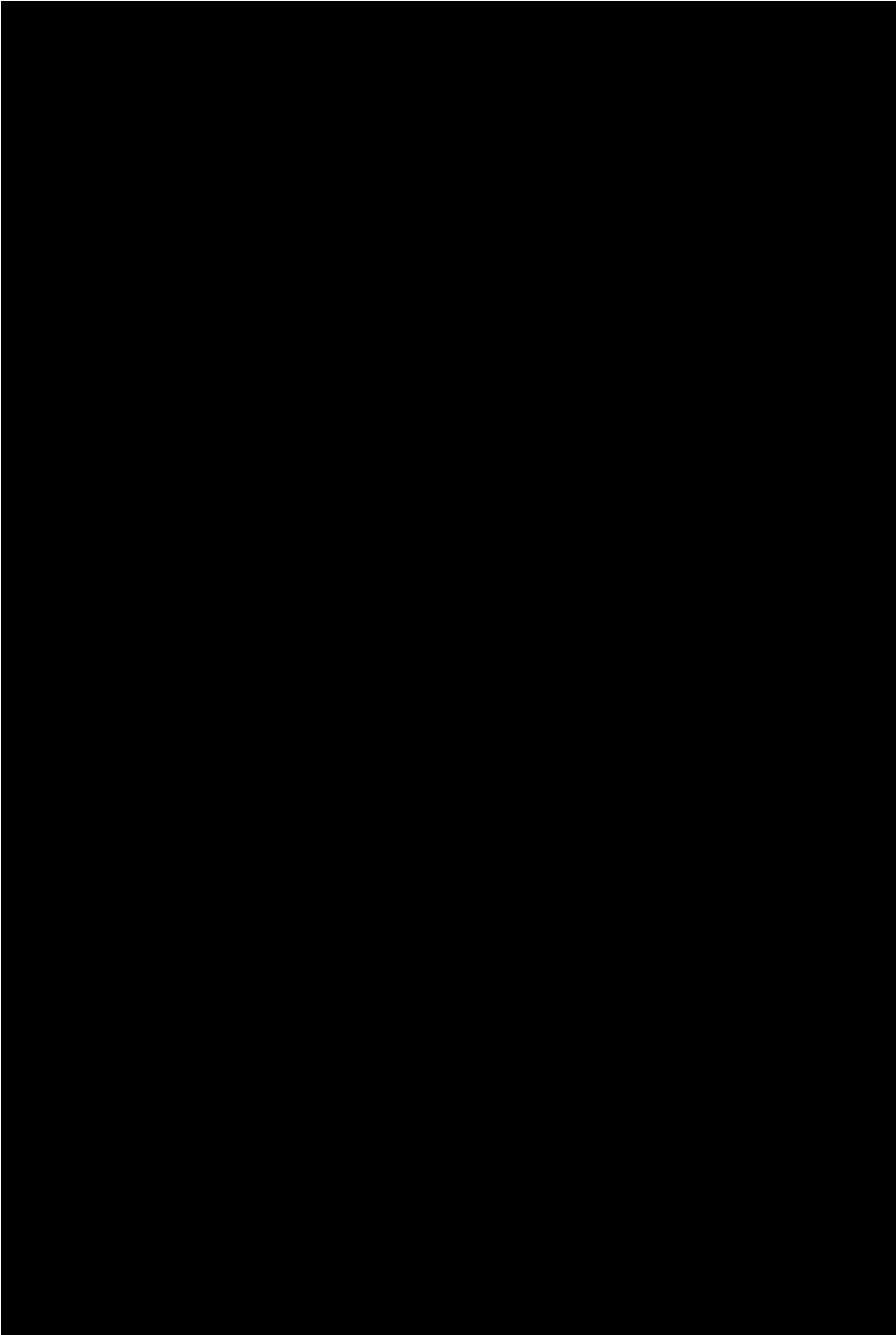


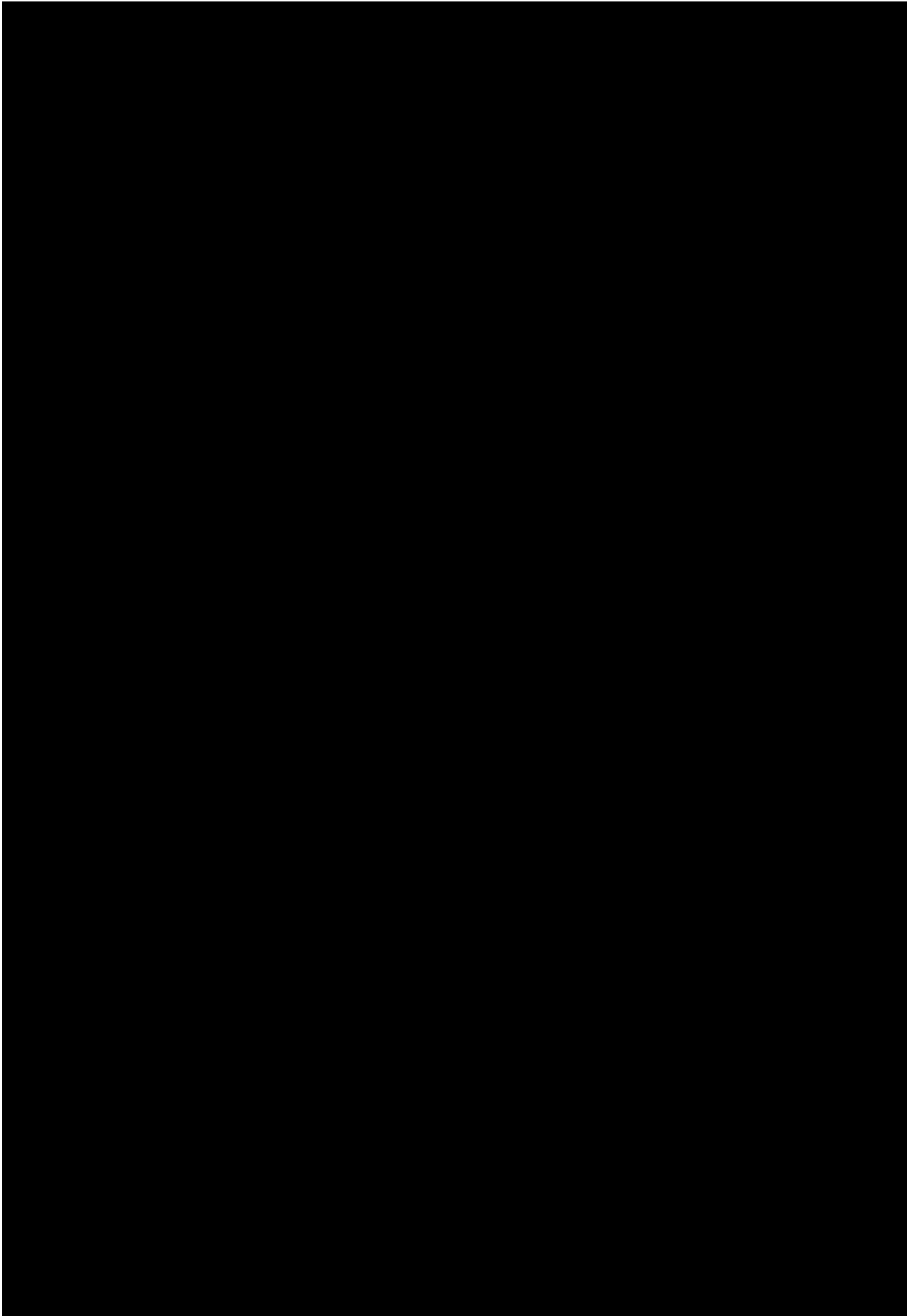


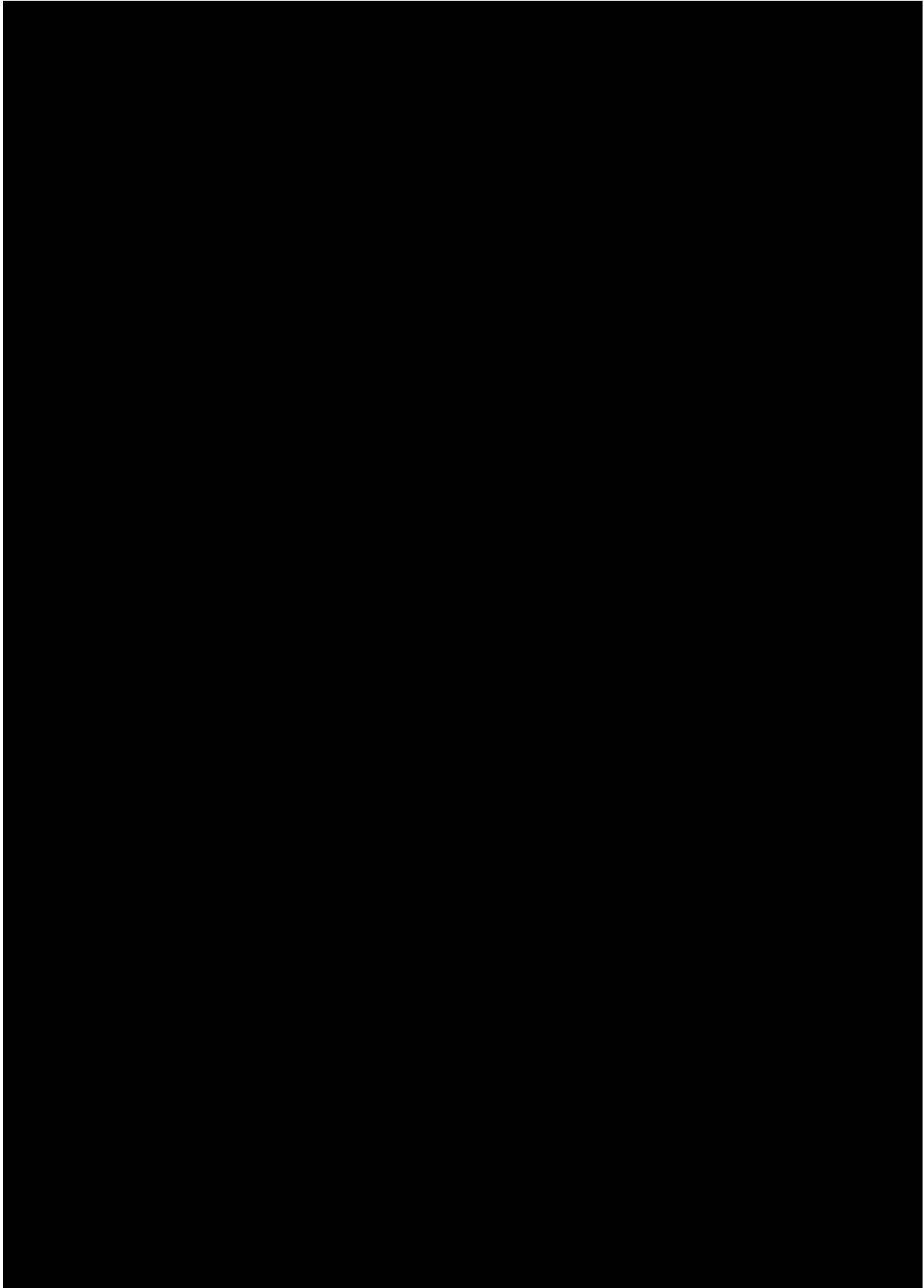


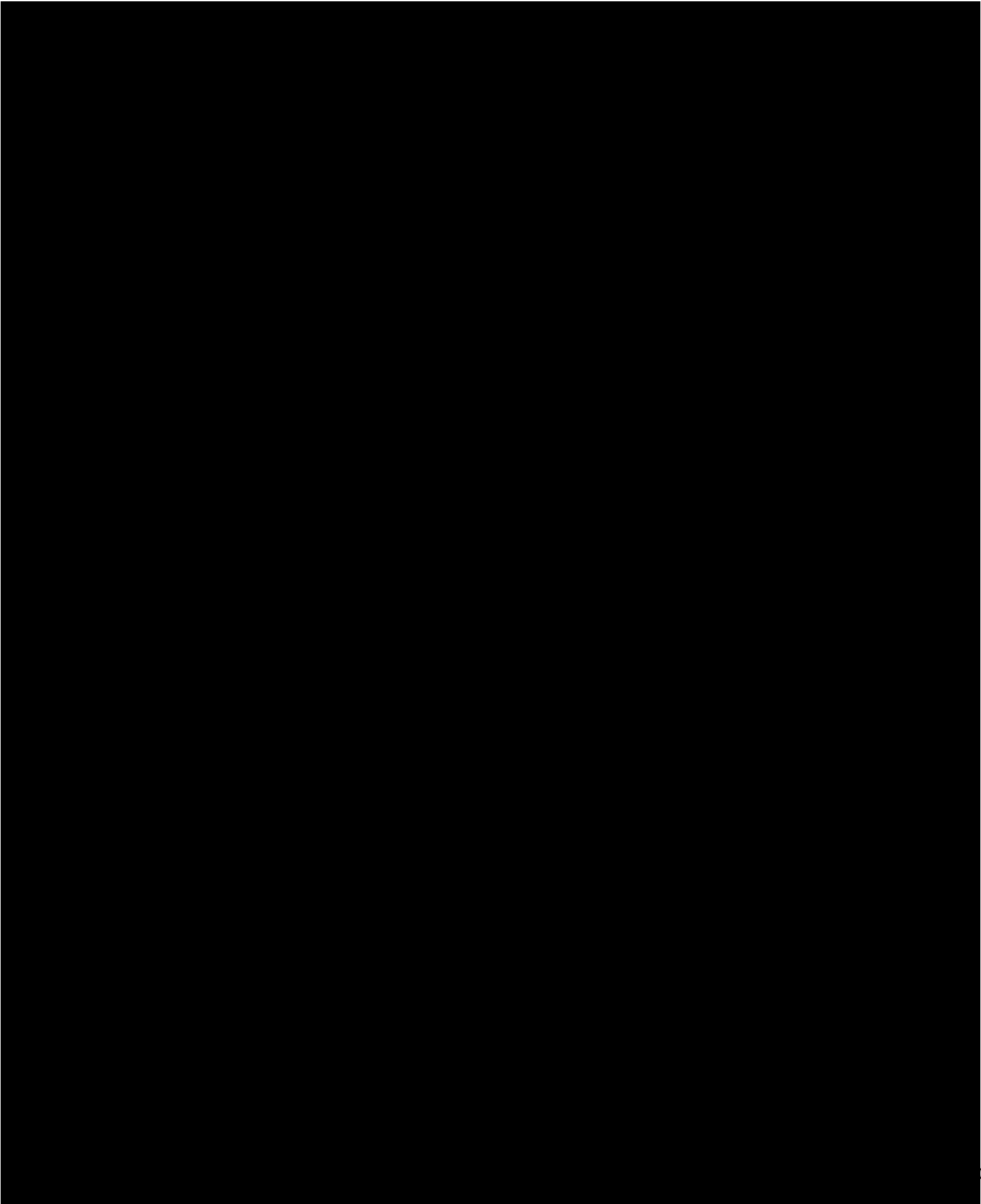


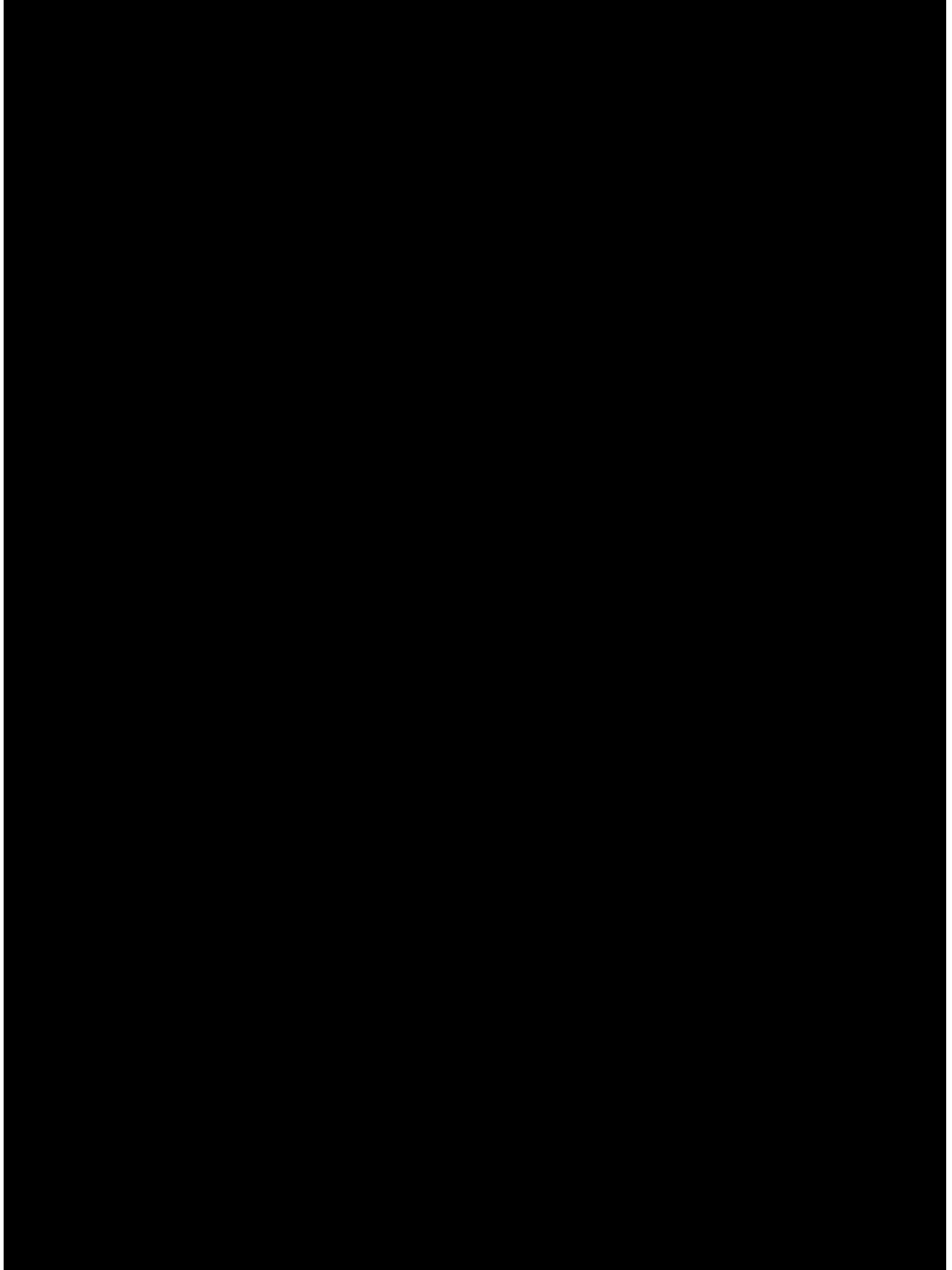


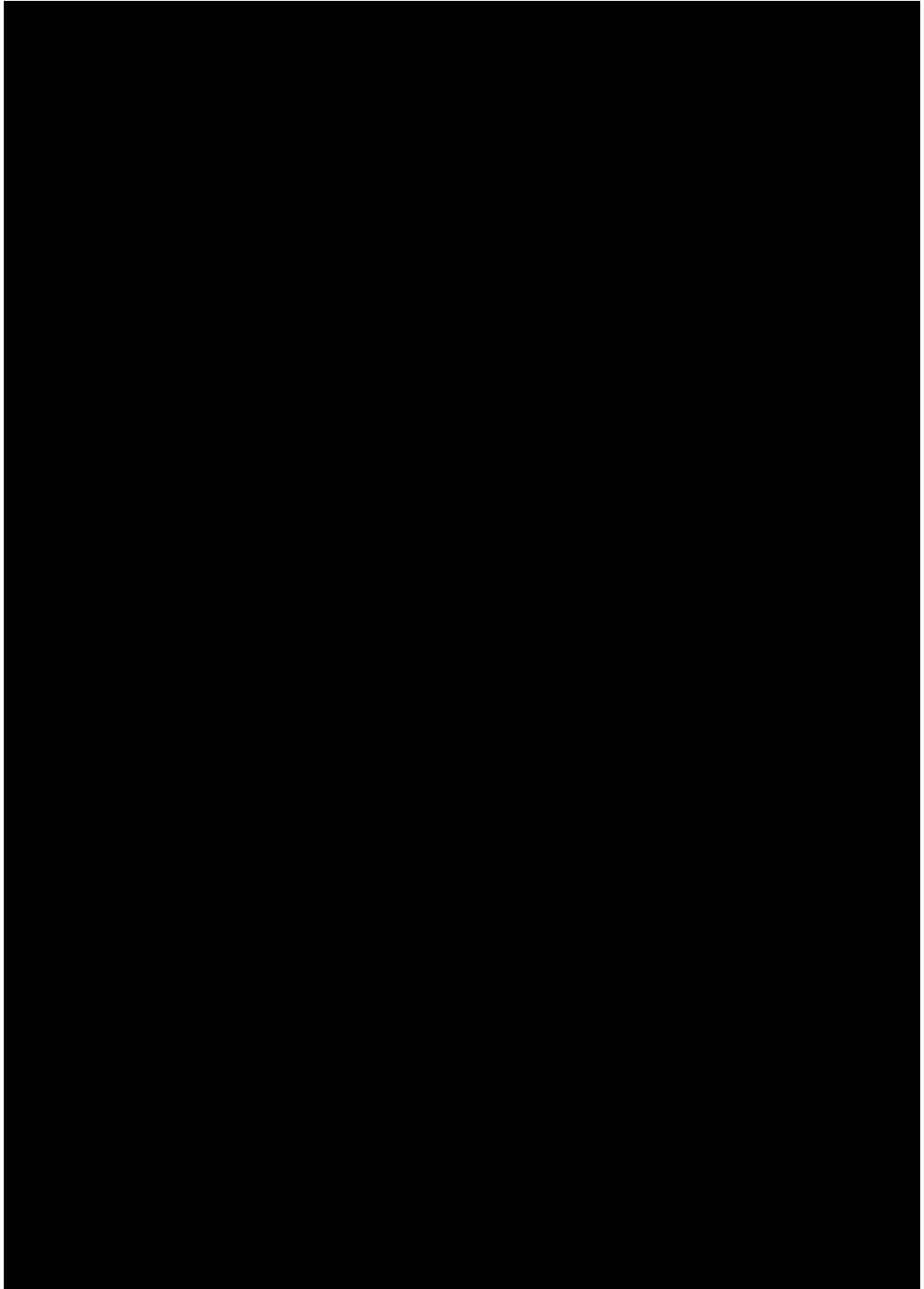


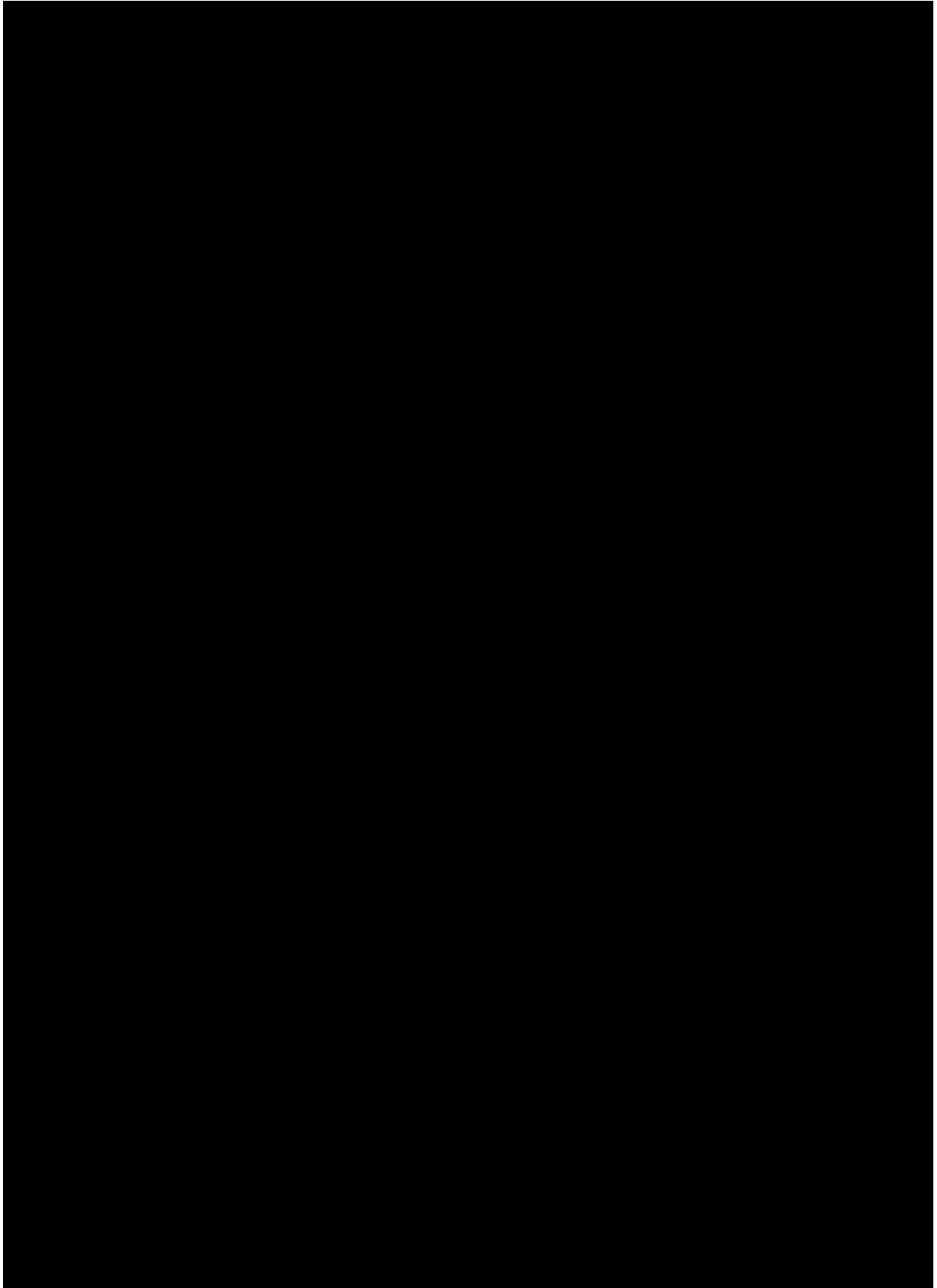


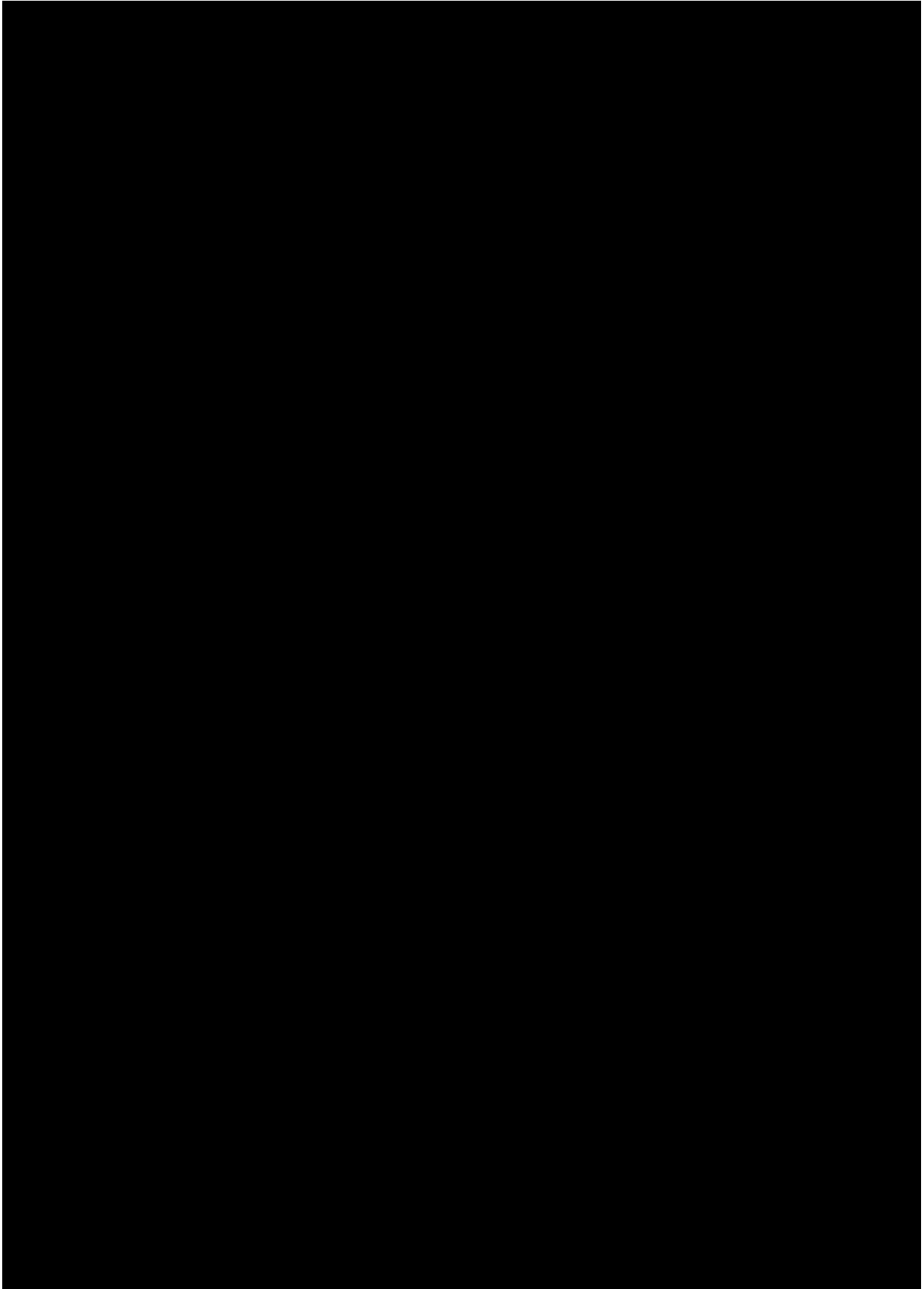


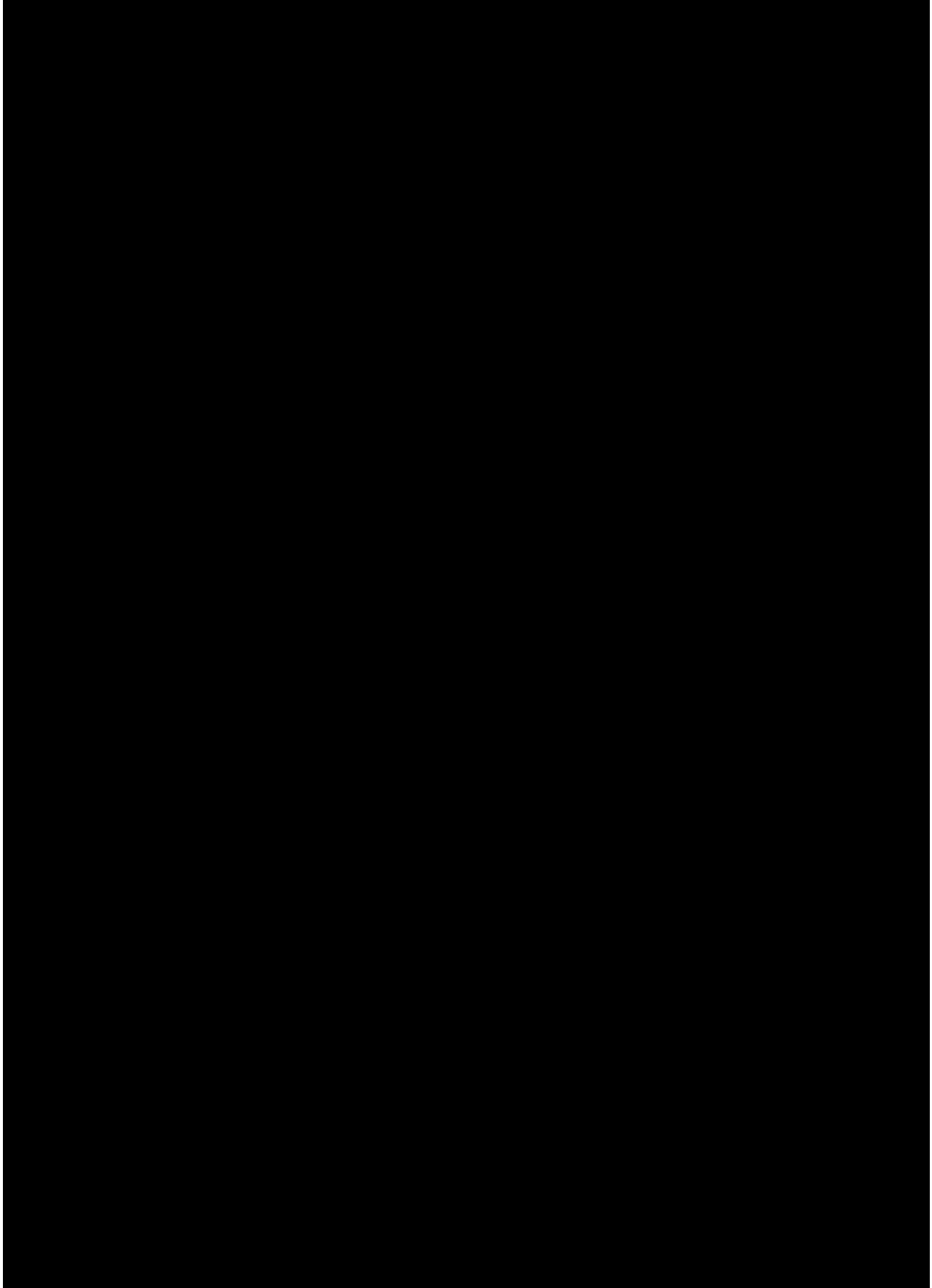




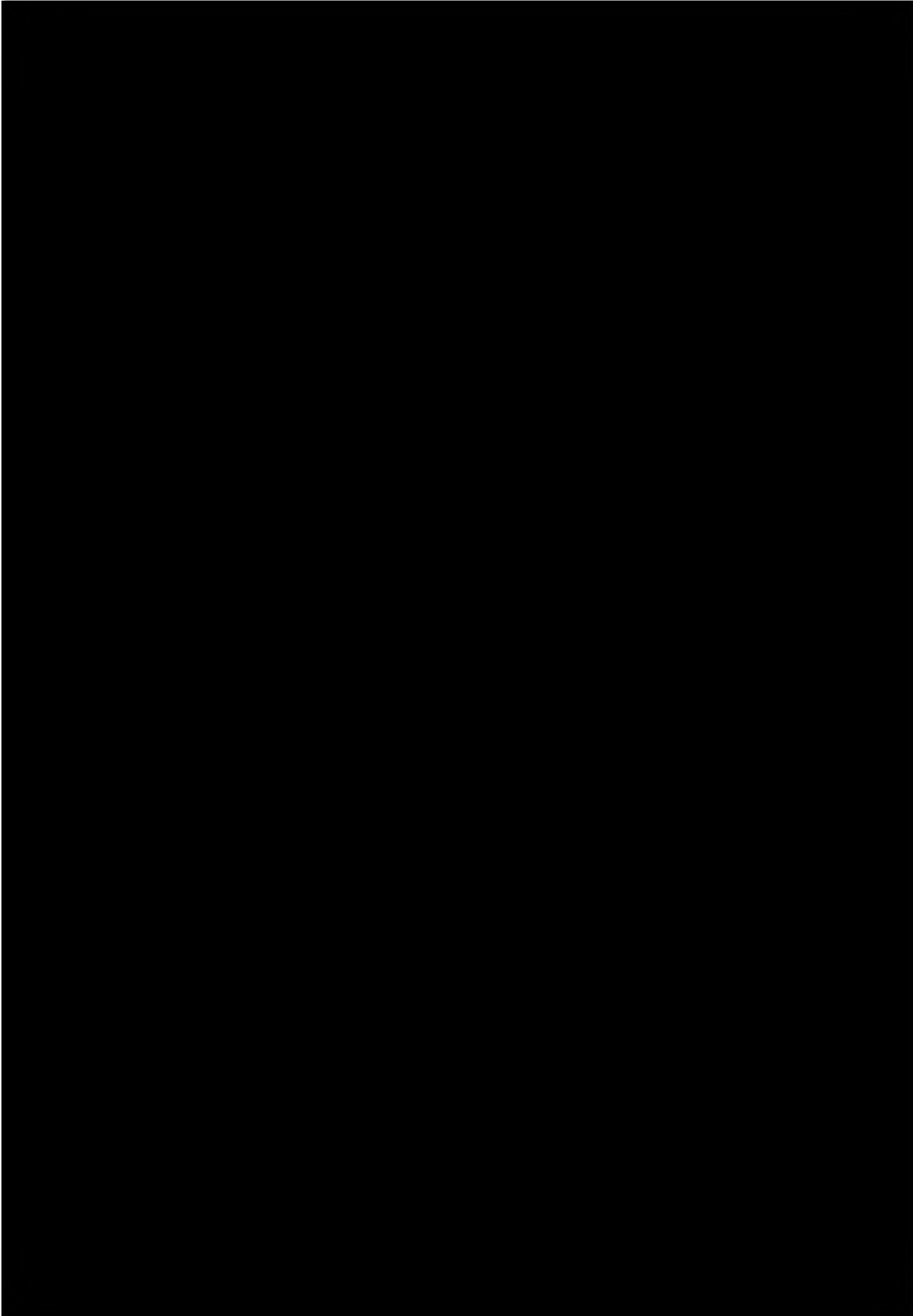








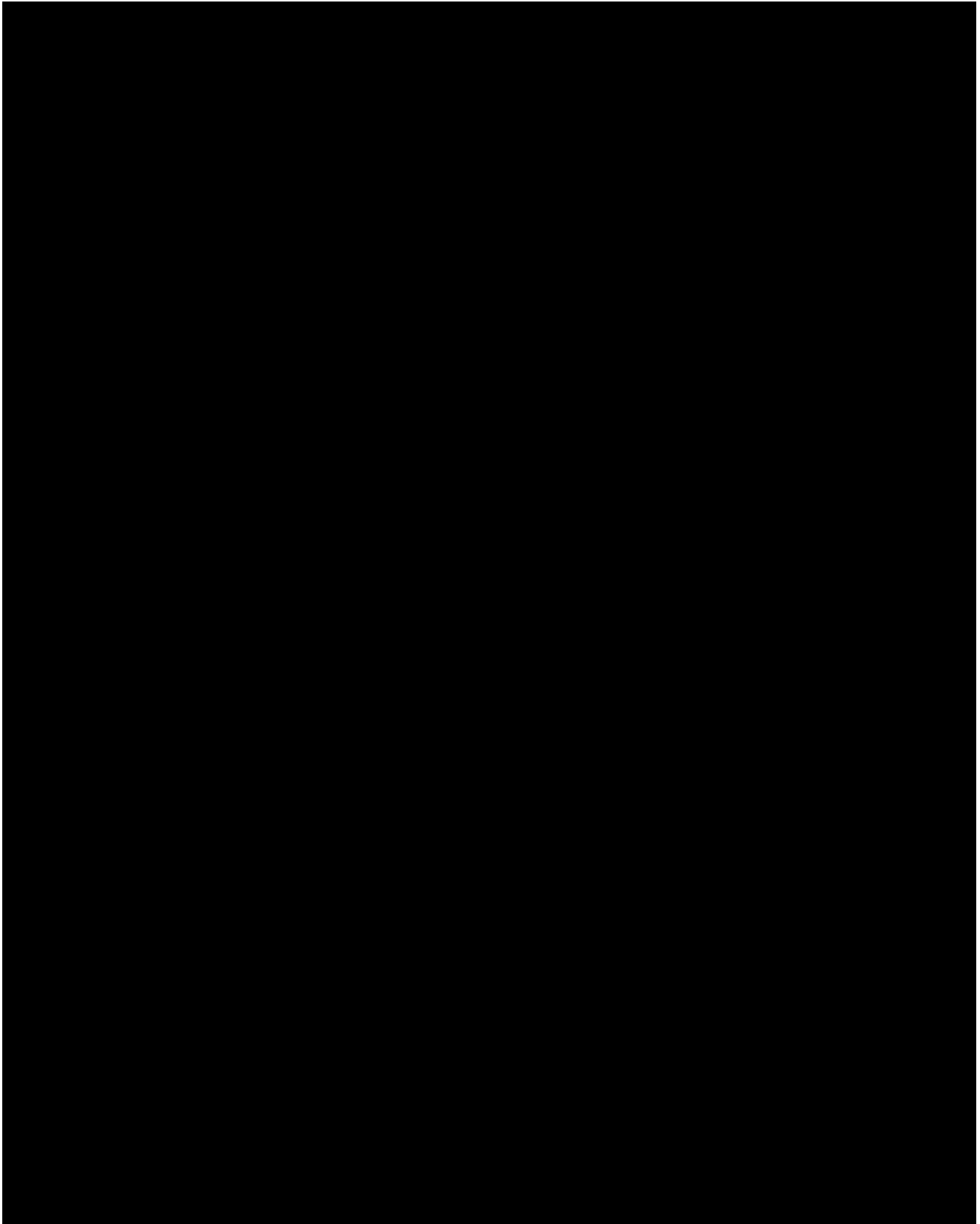


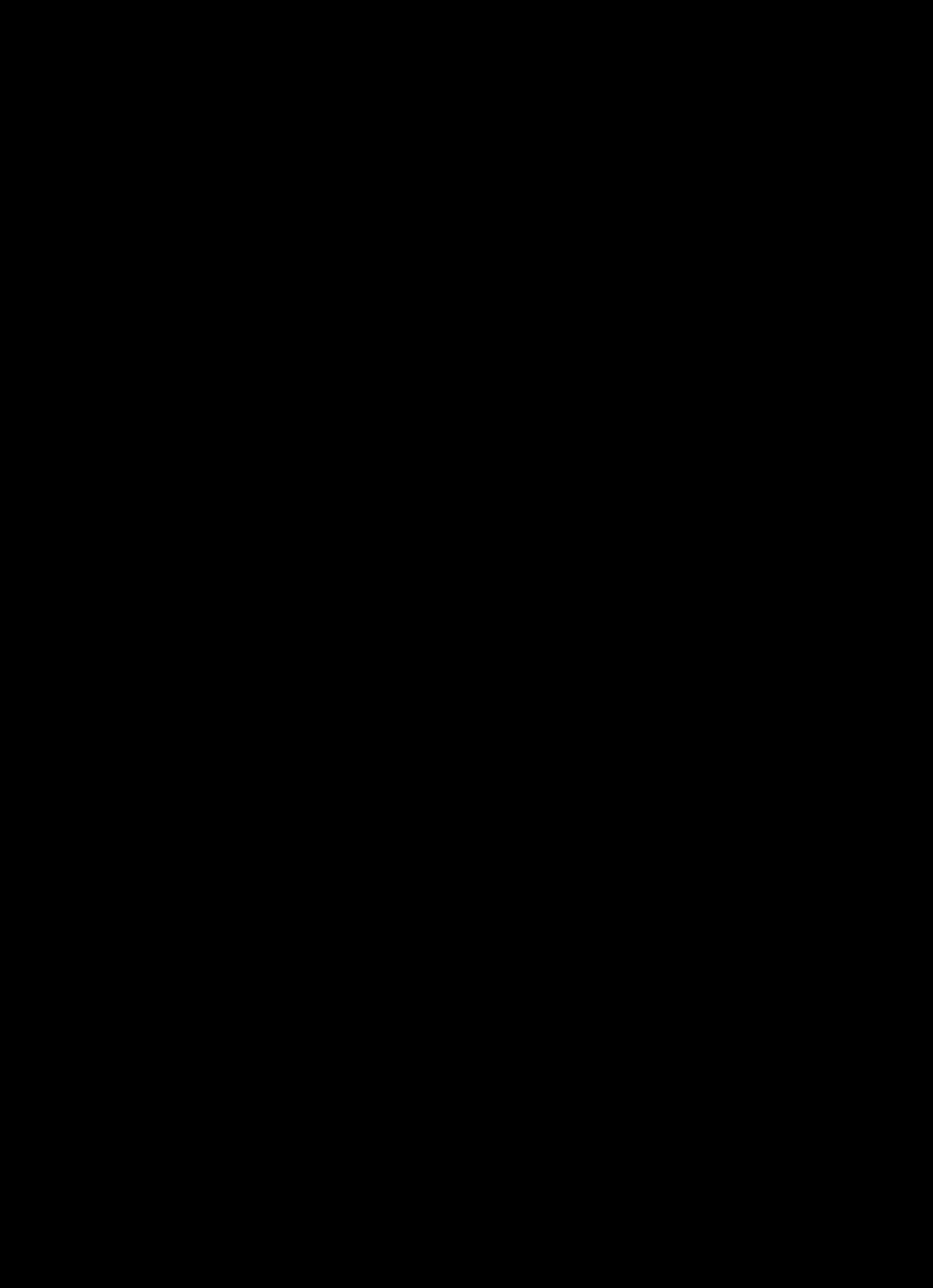


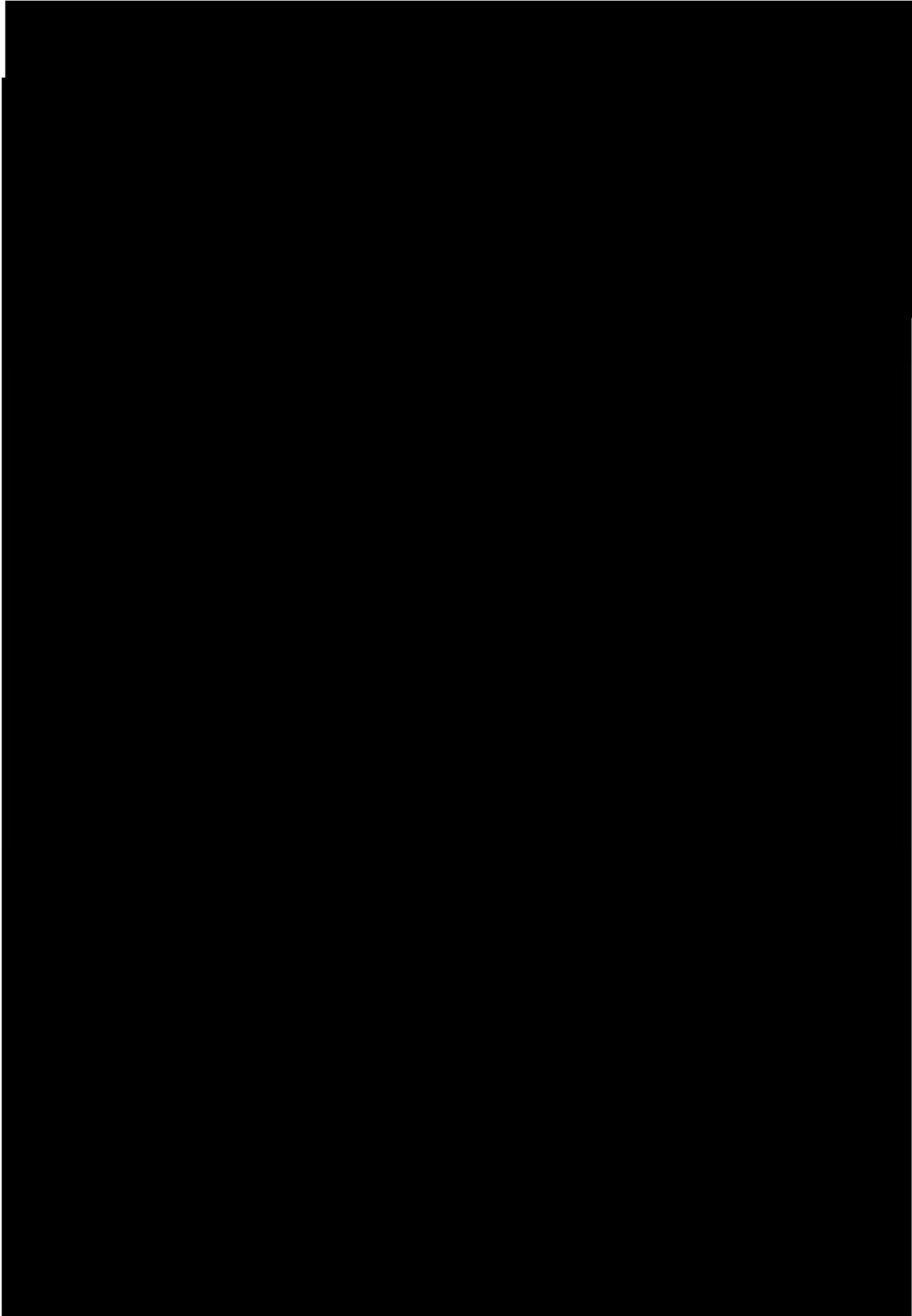


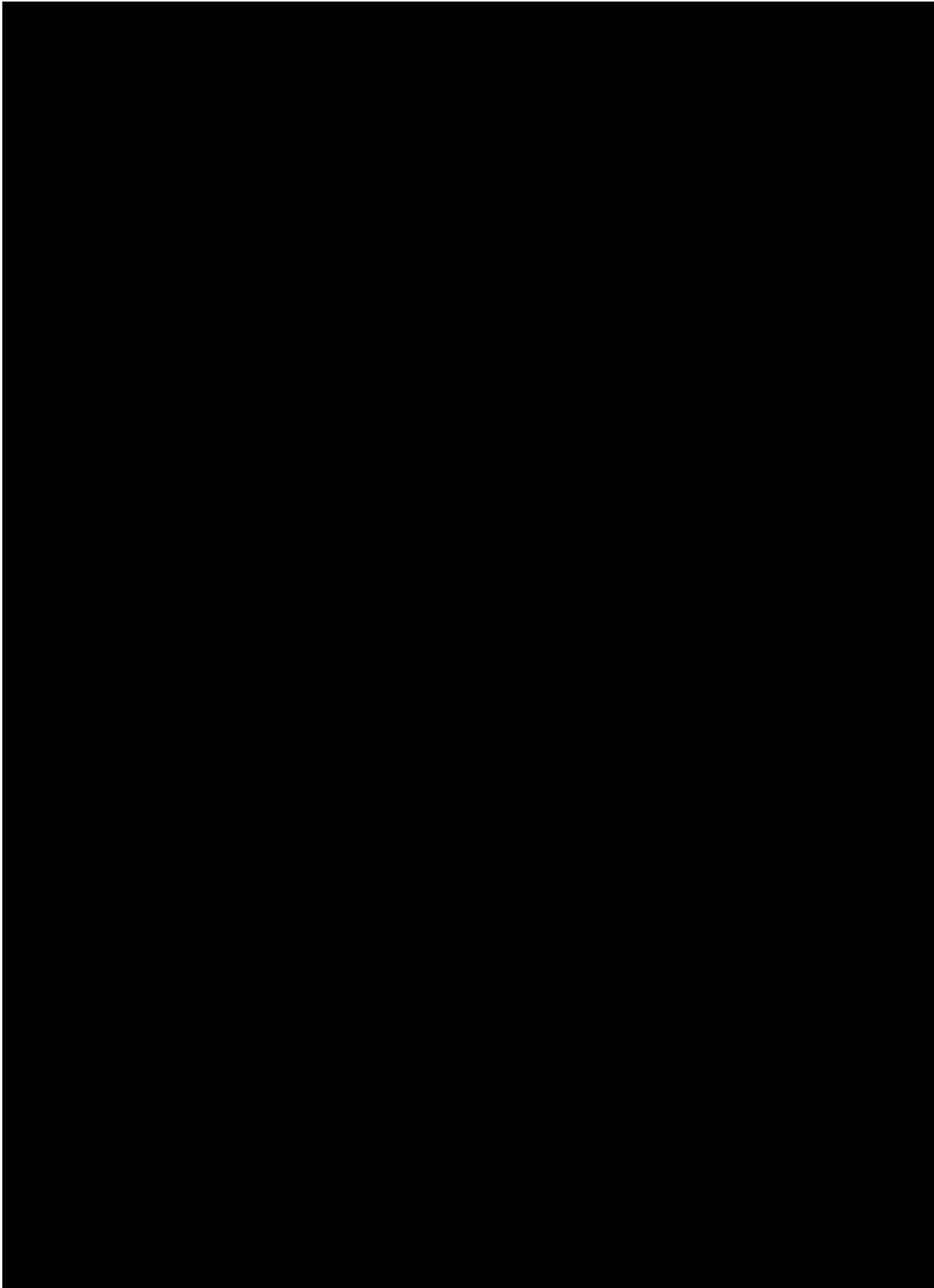
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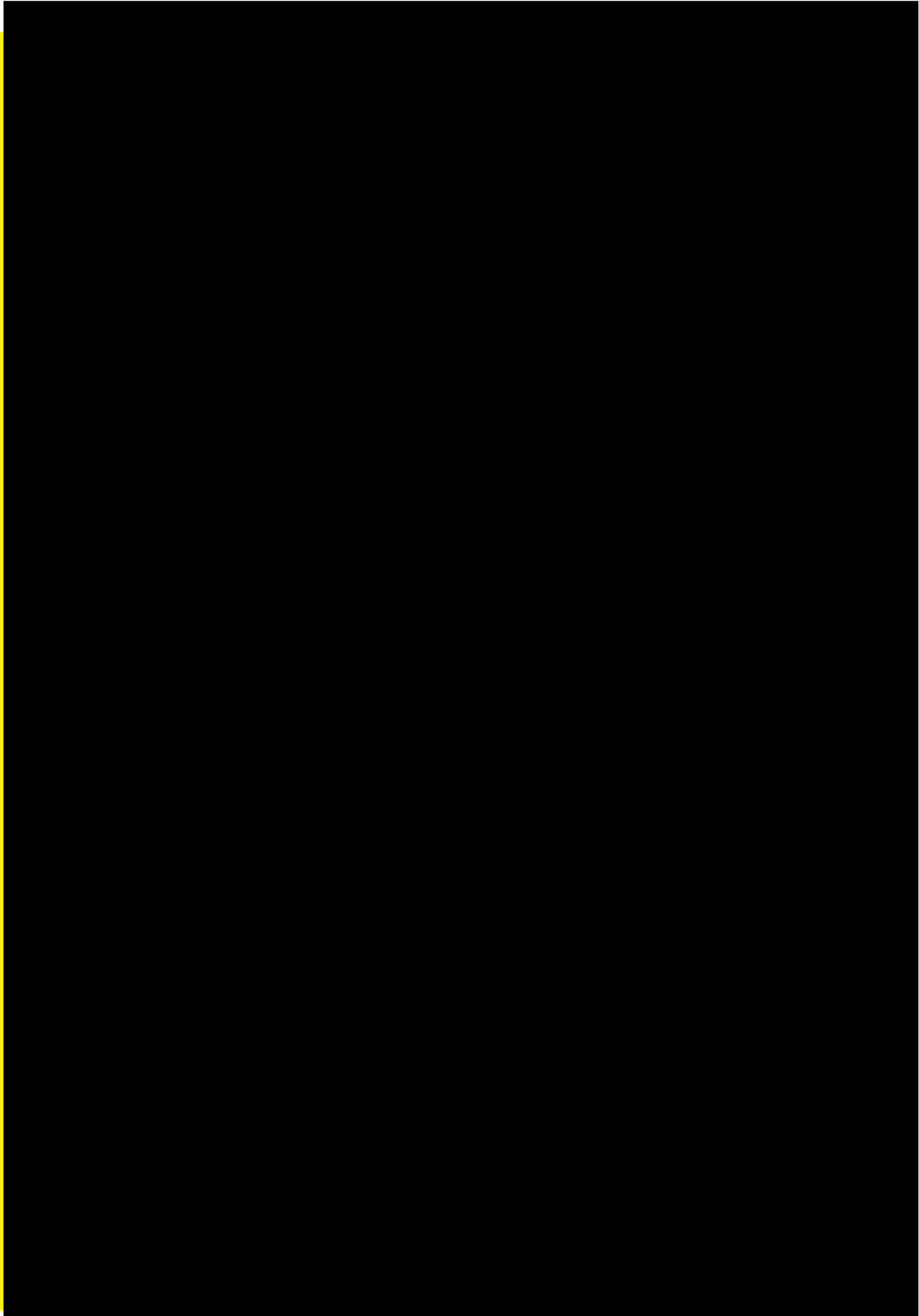
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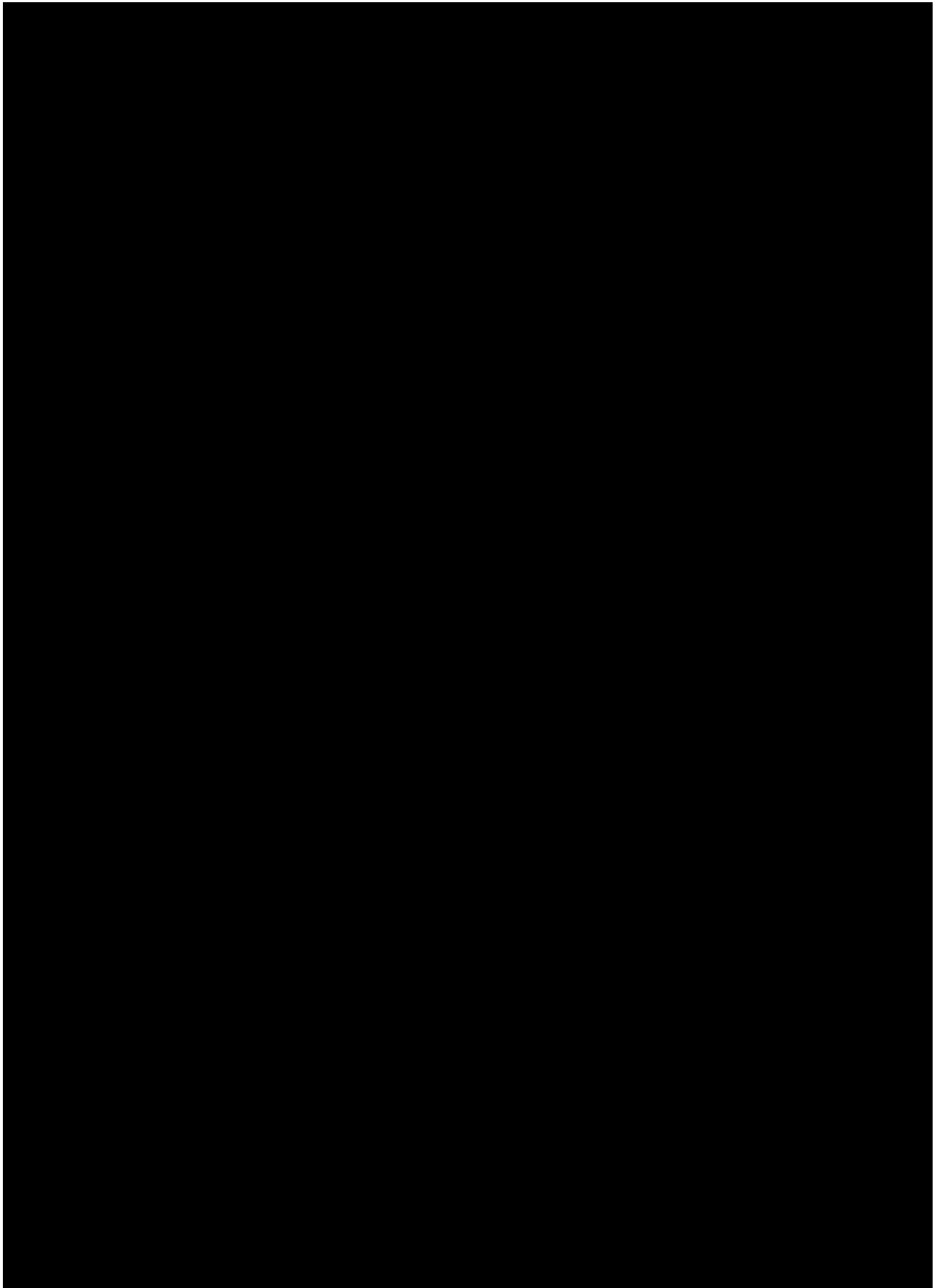


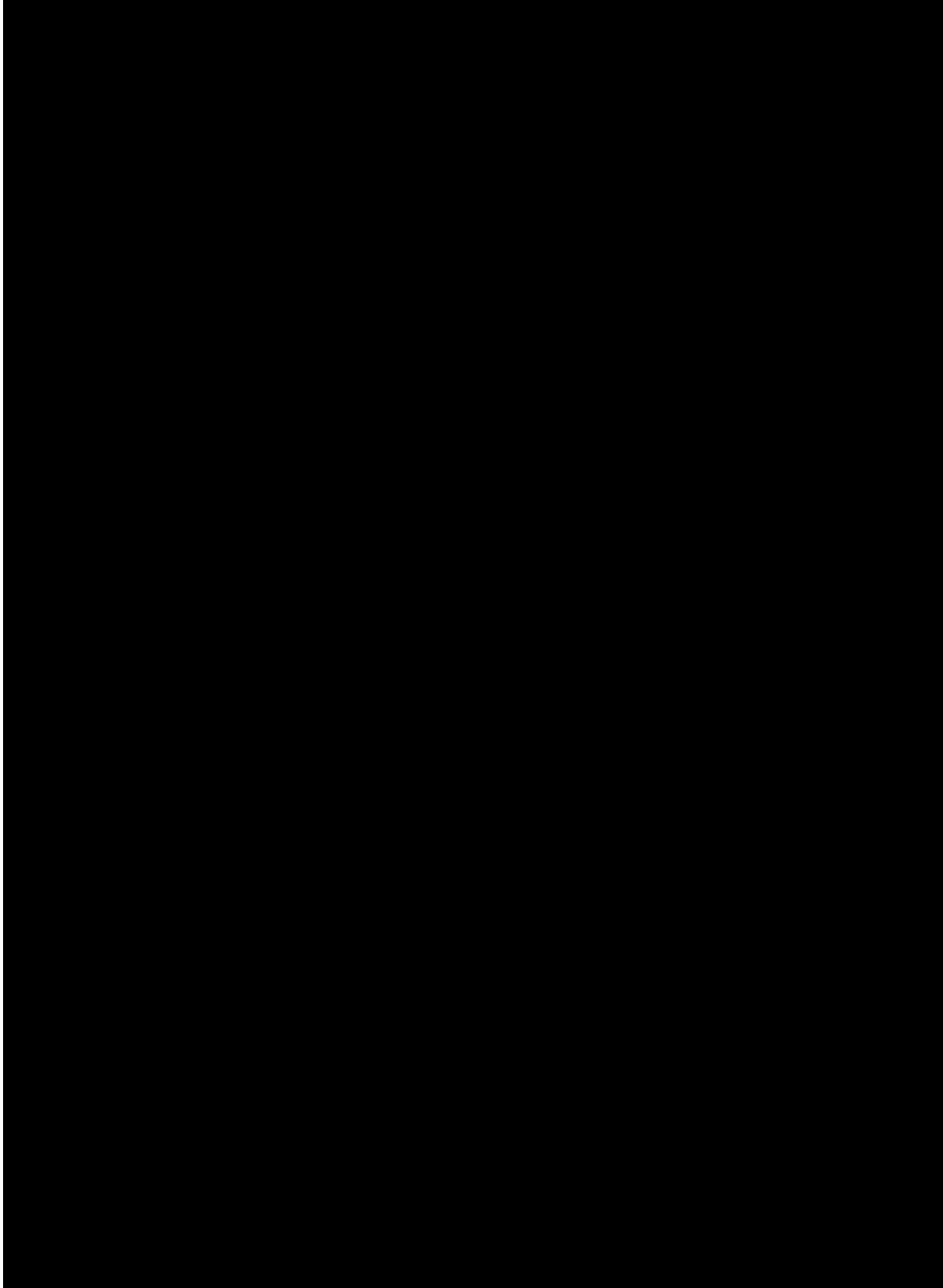


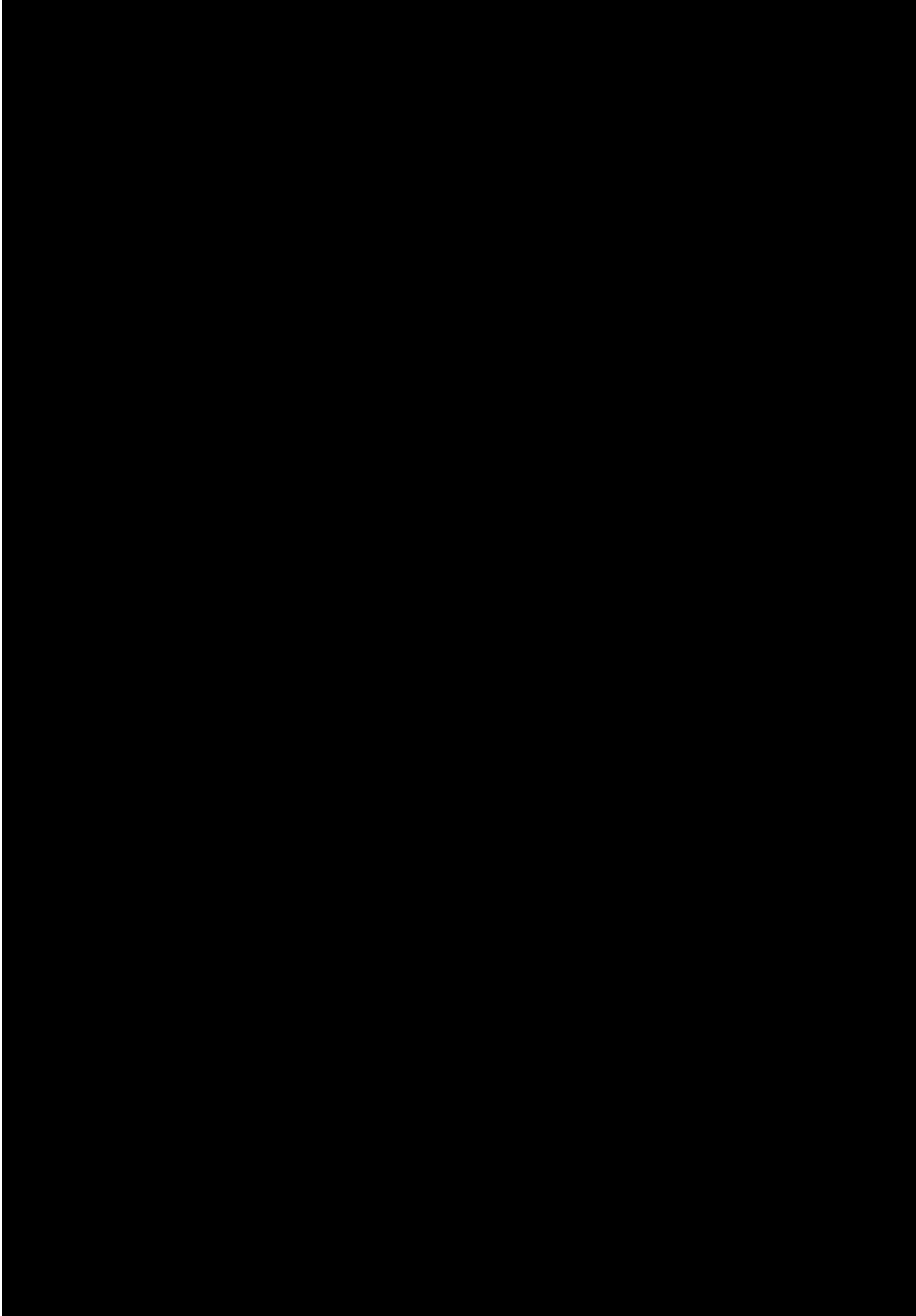


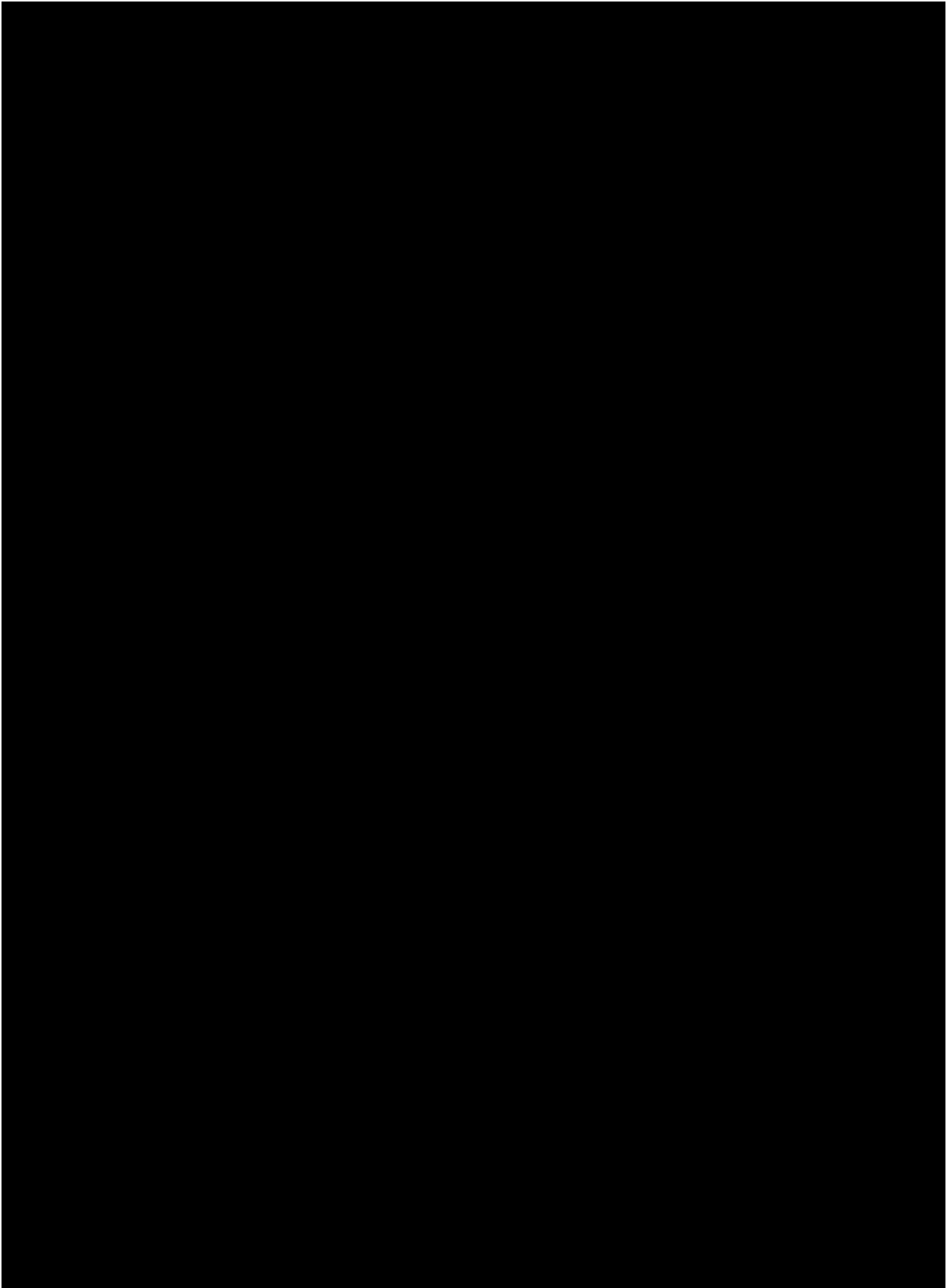


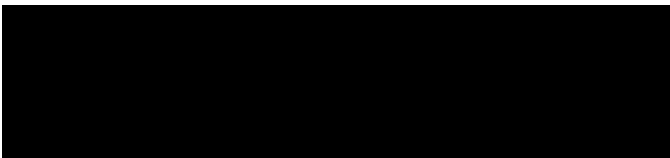
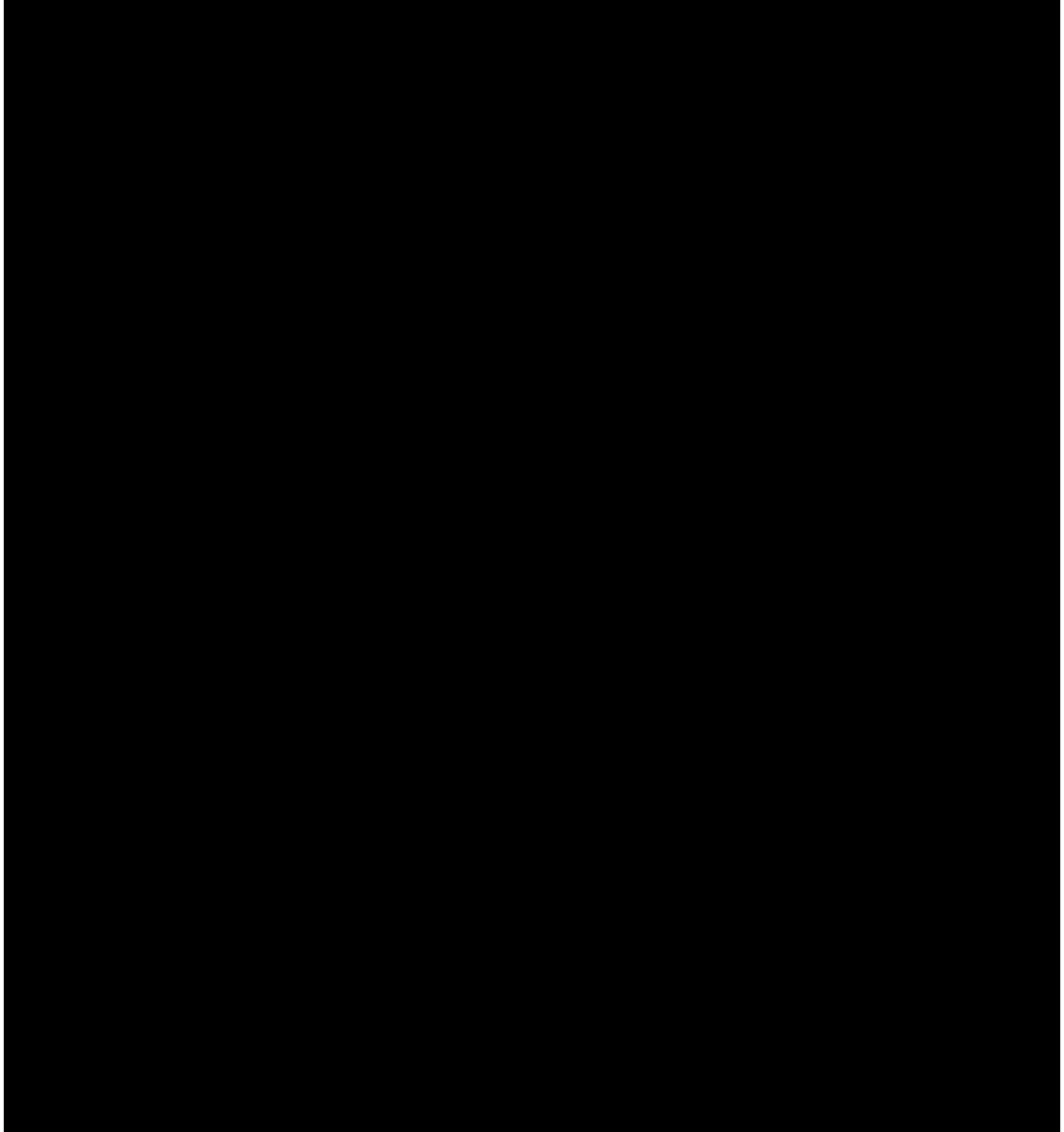


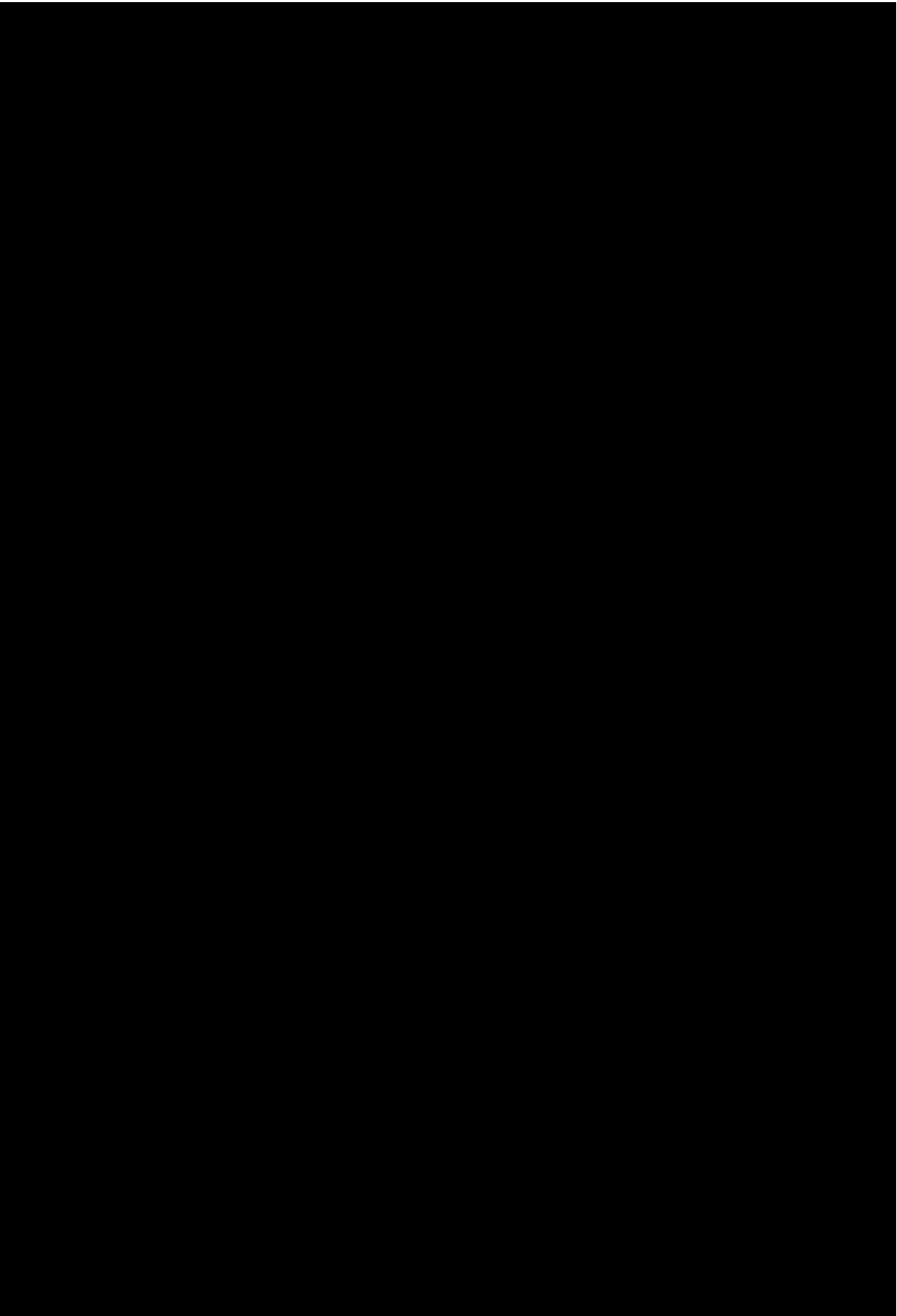


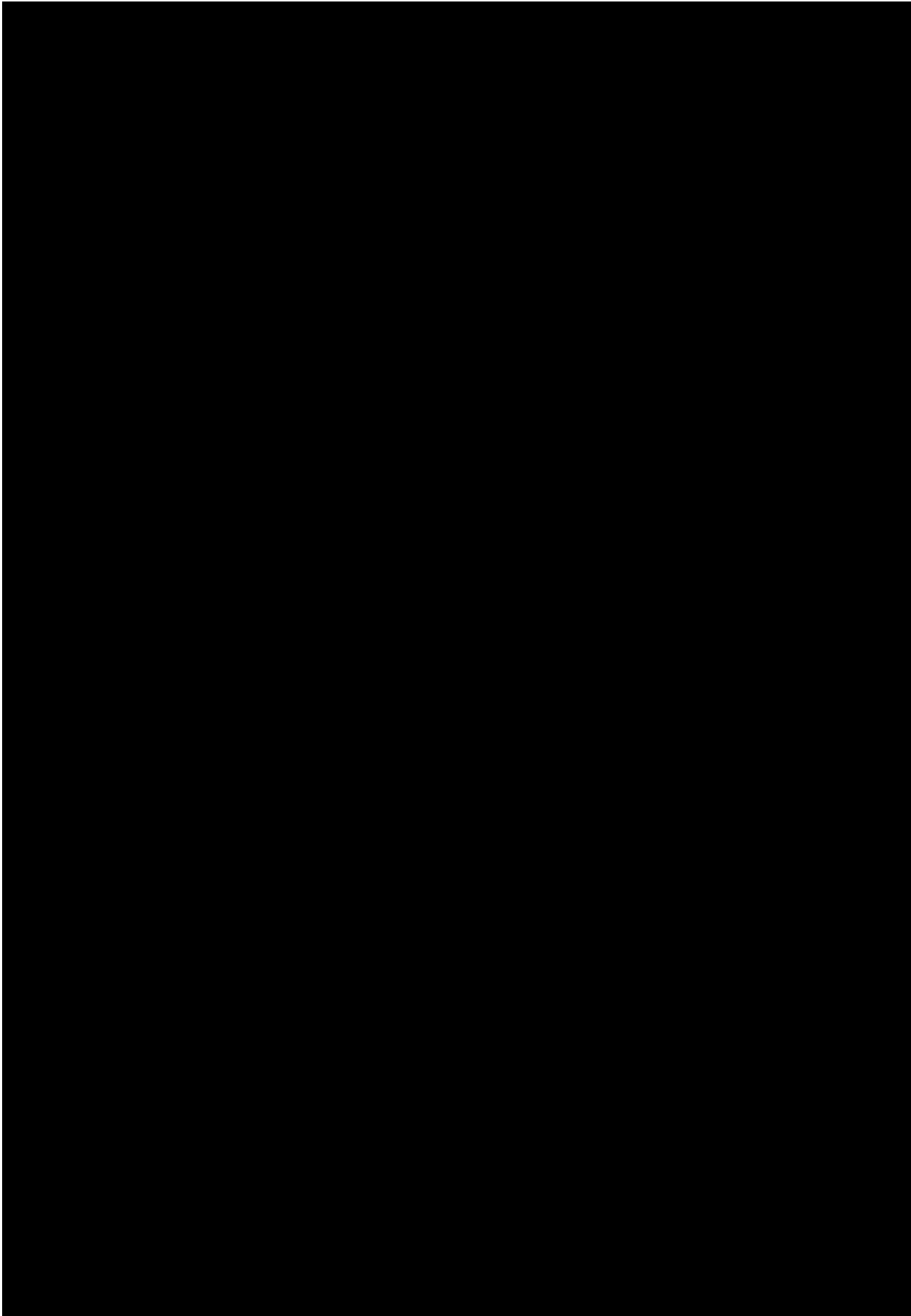


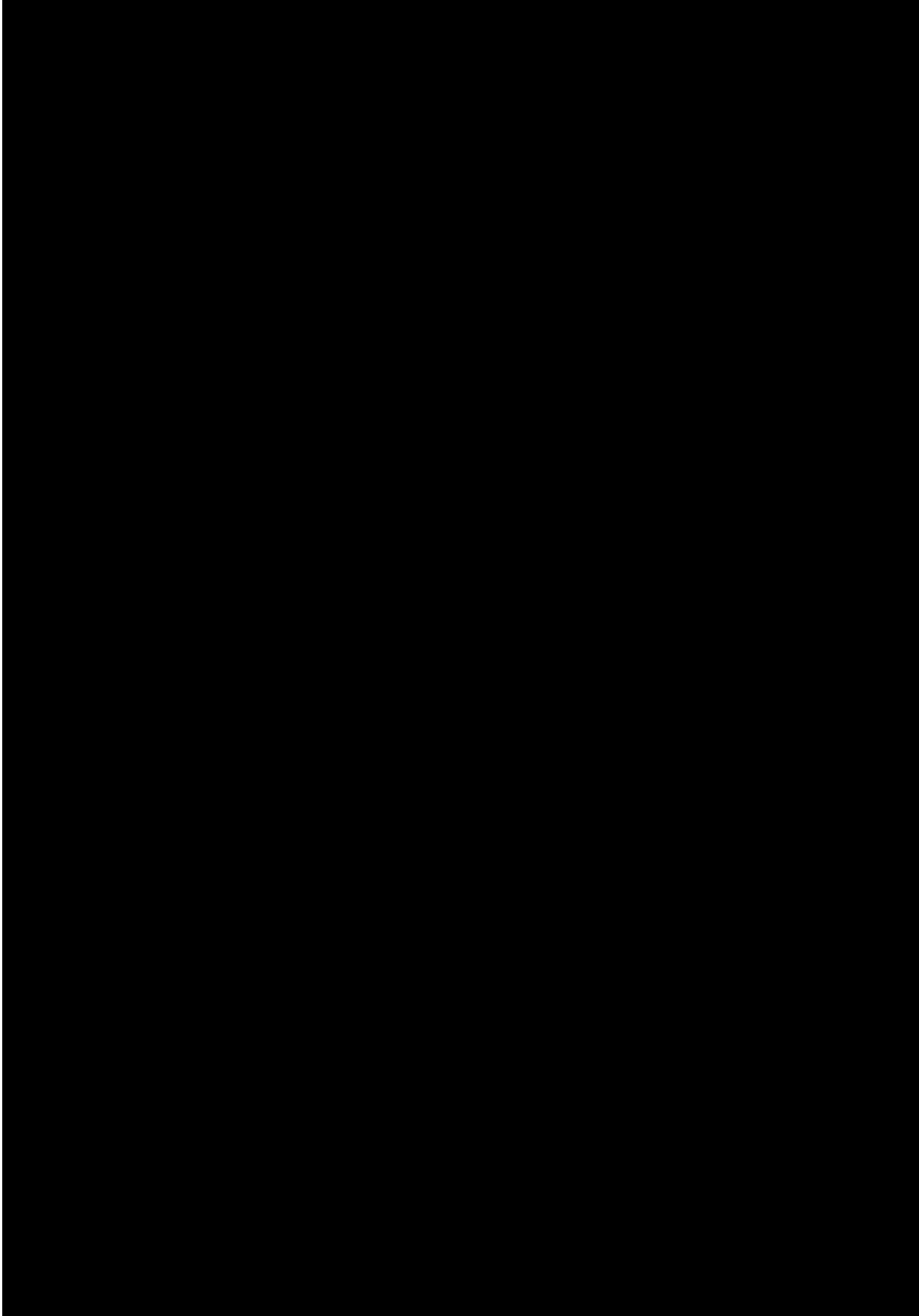


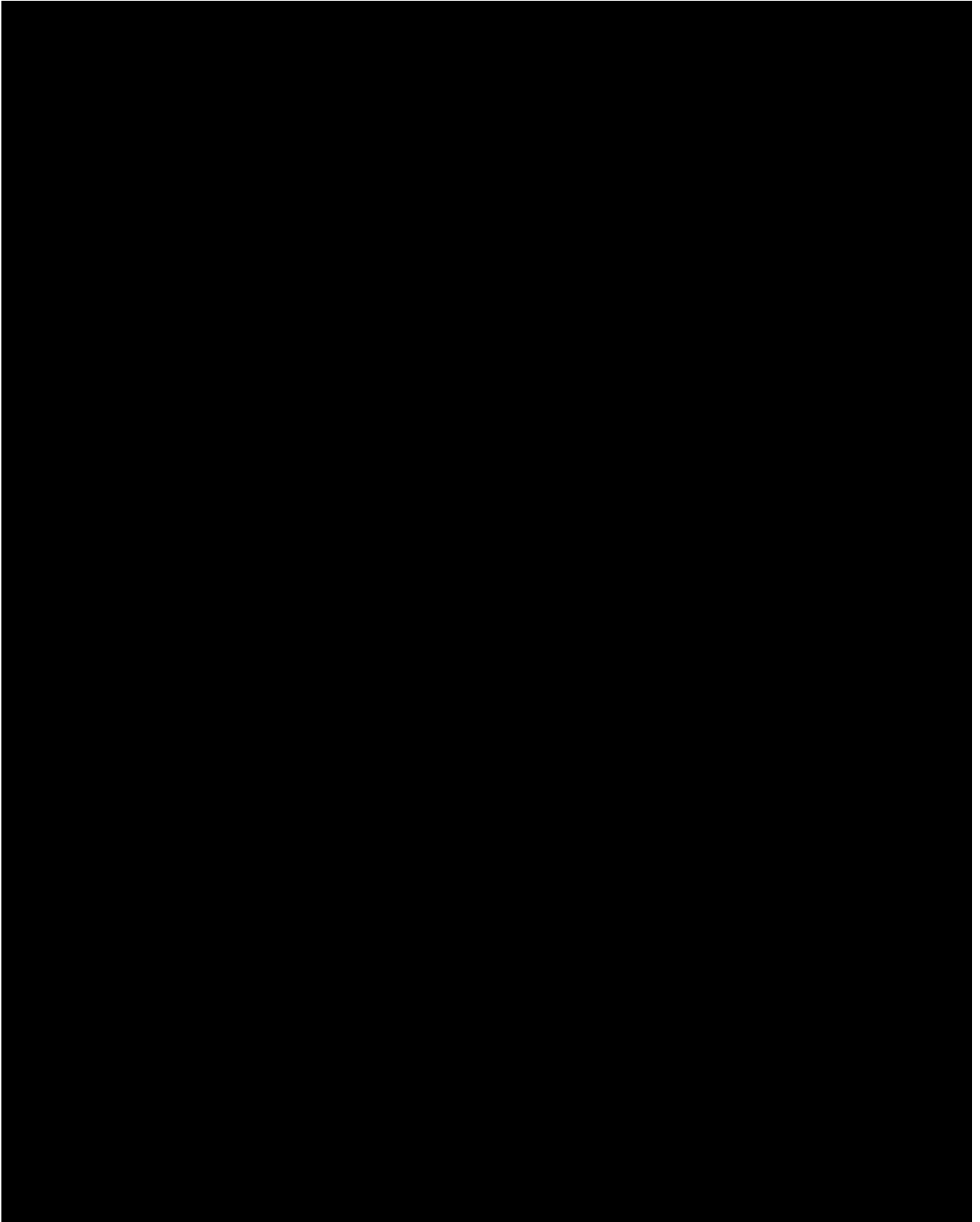








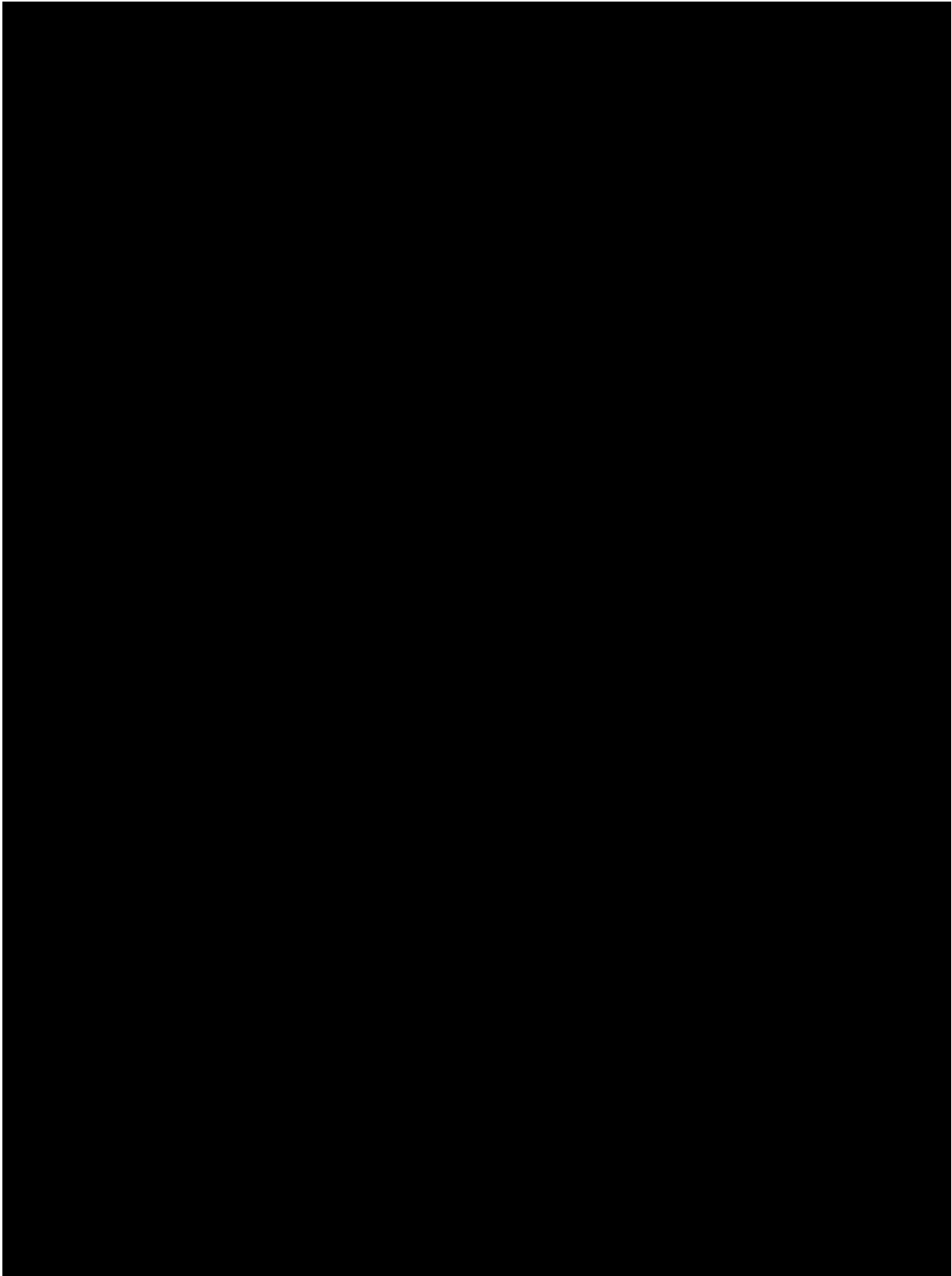


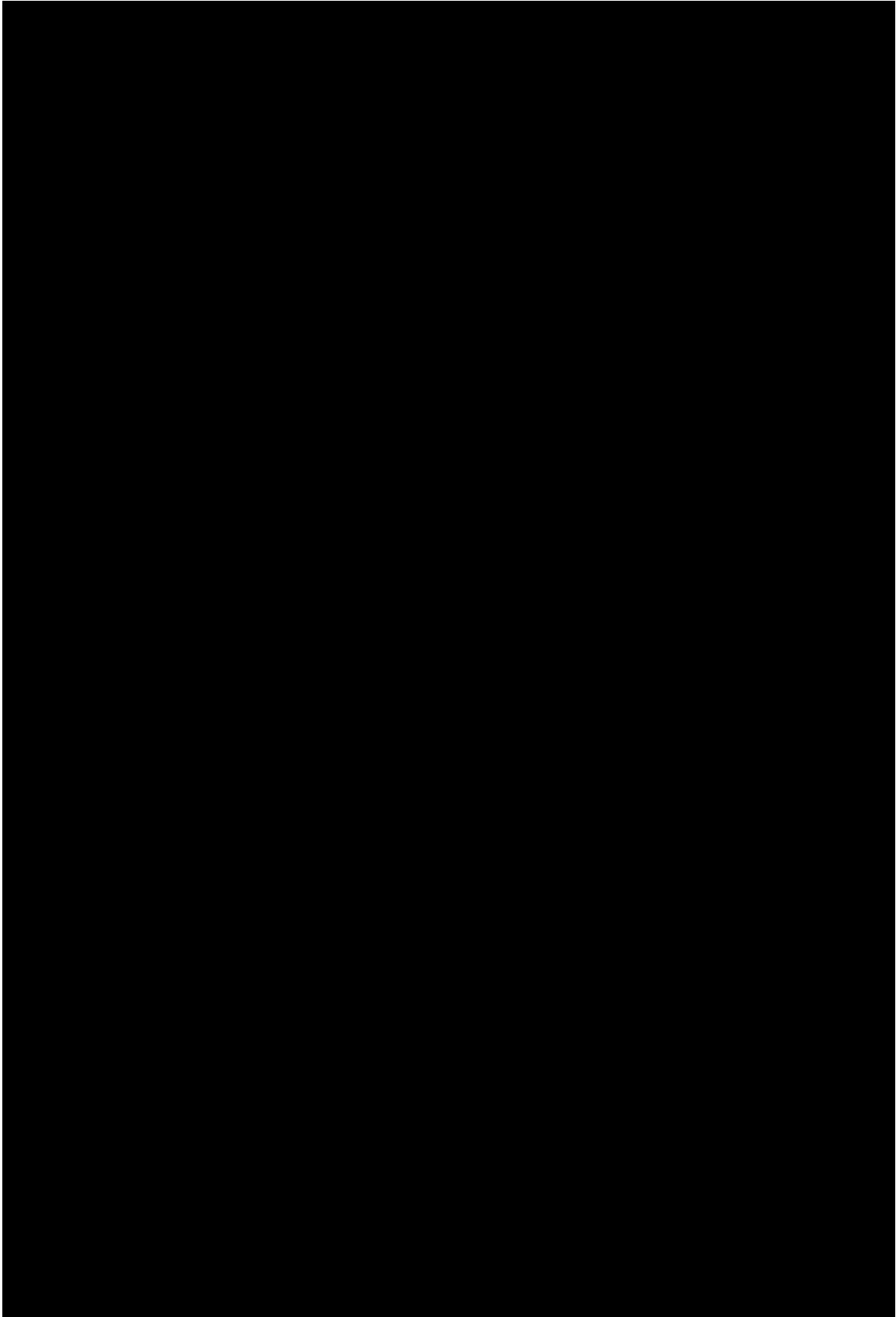


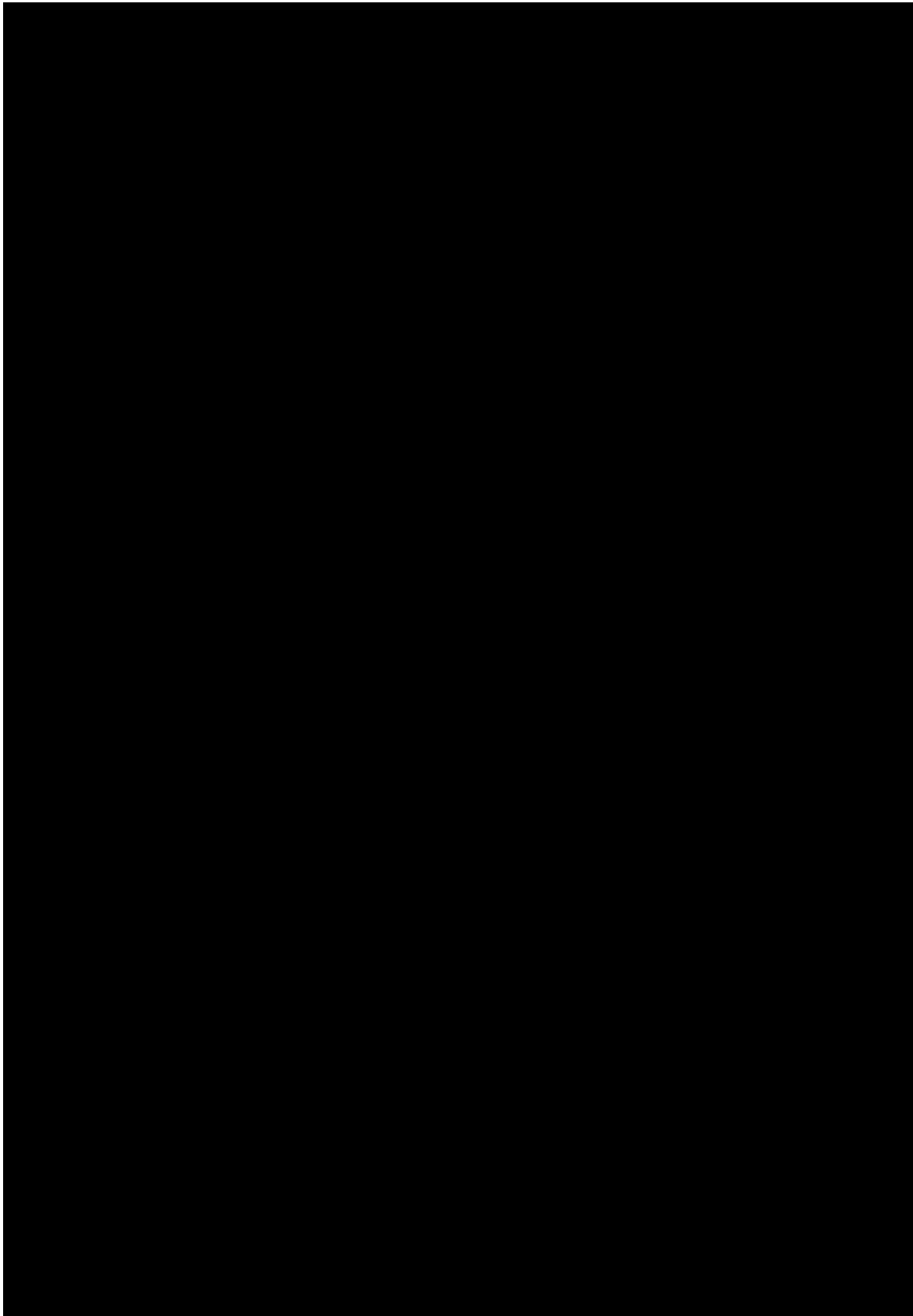


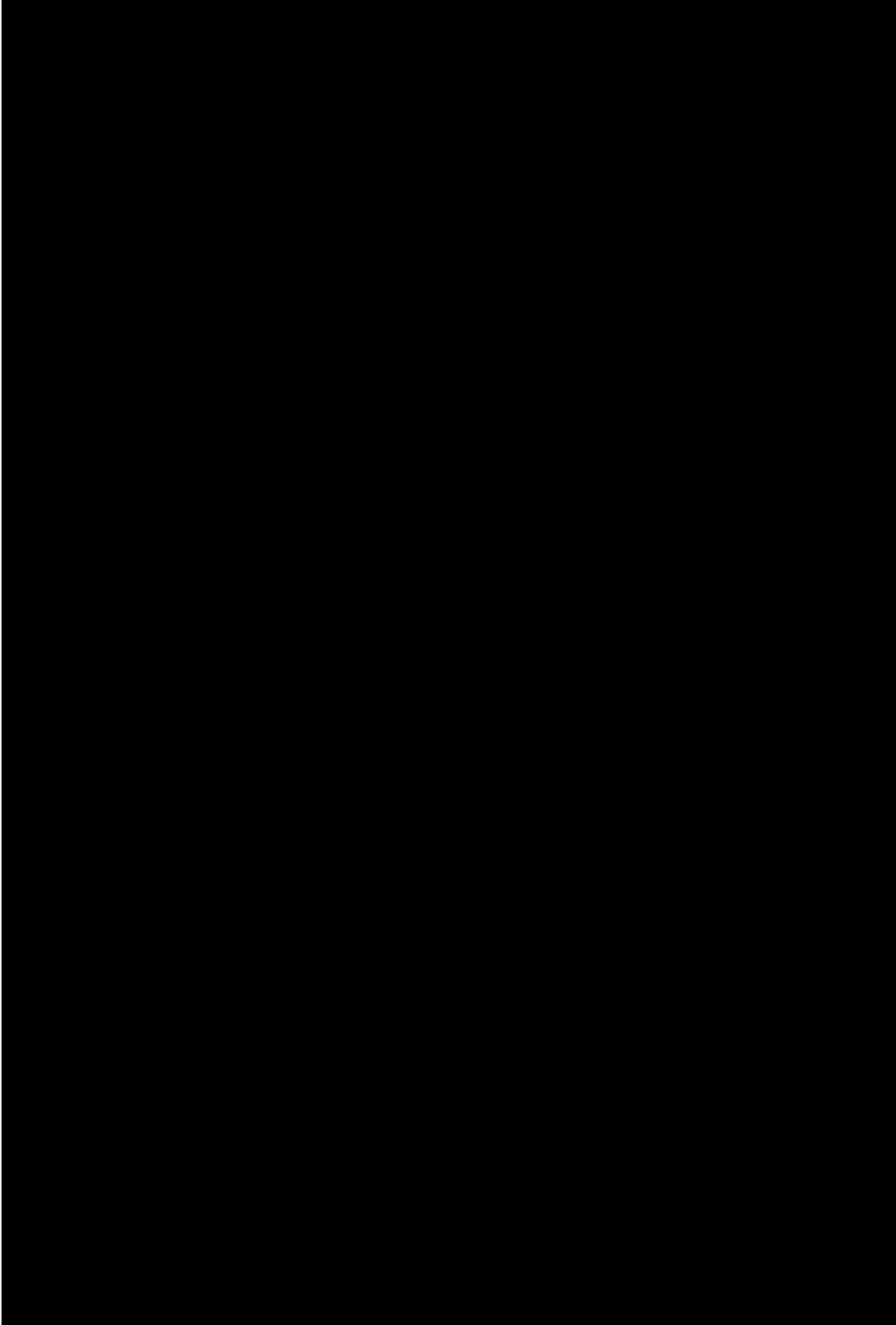
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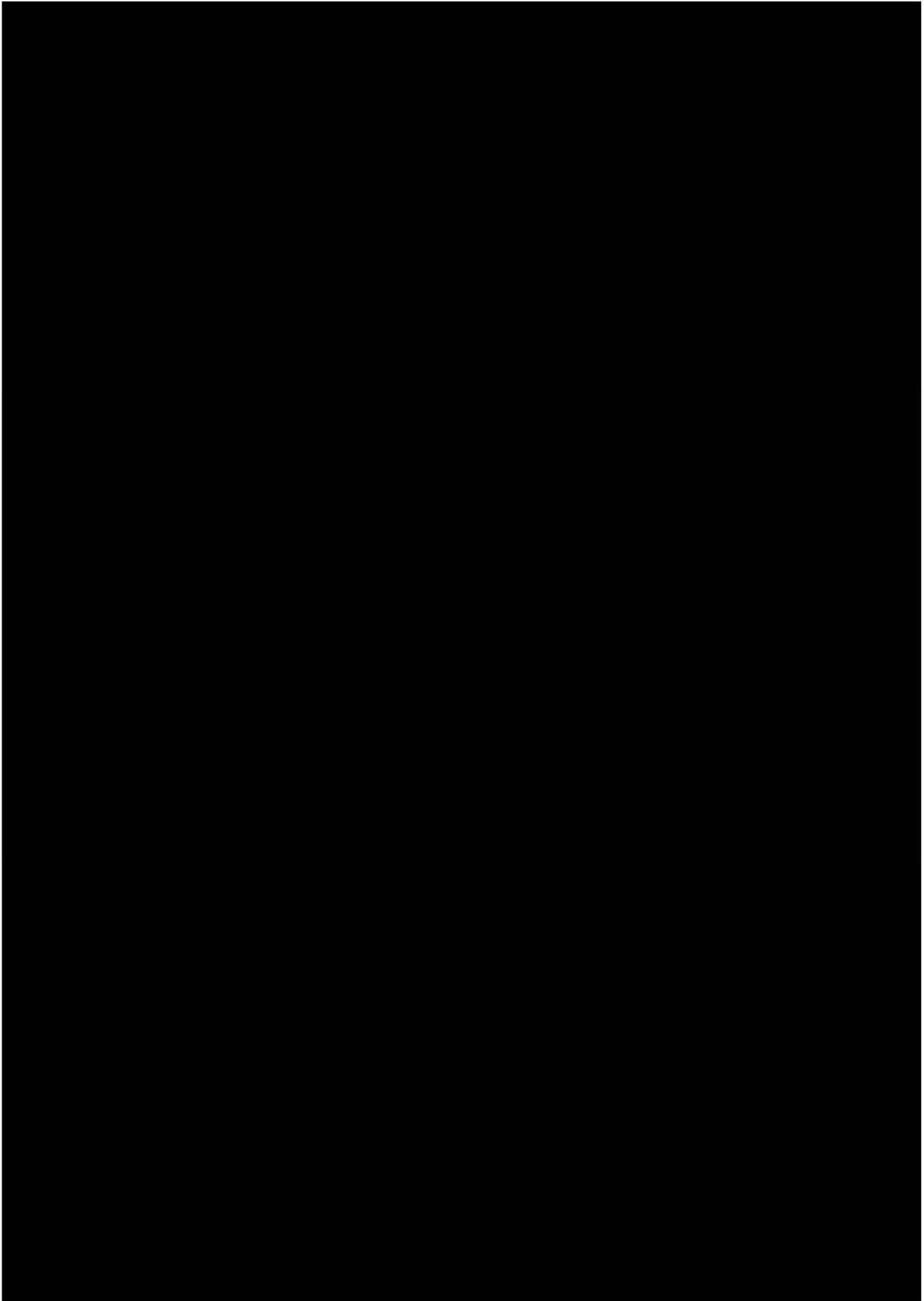
**Amended and Restated Design, Build, Operations, Maintenance
and Reimbursement Agreement**

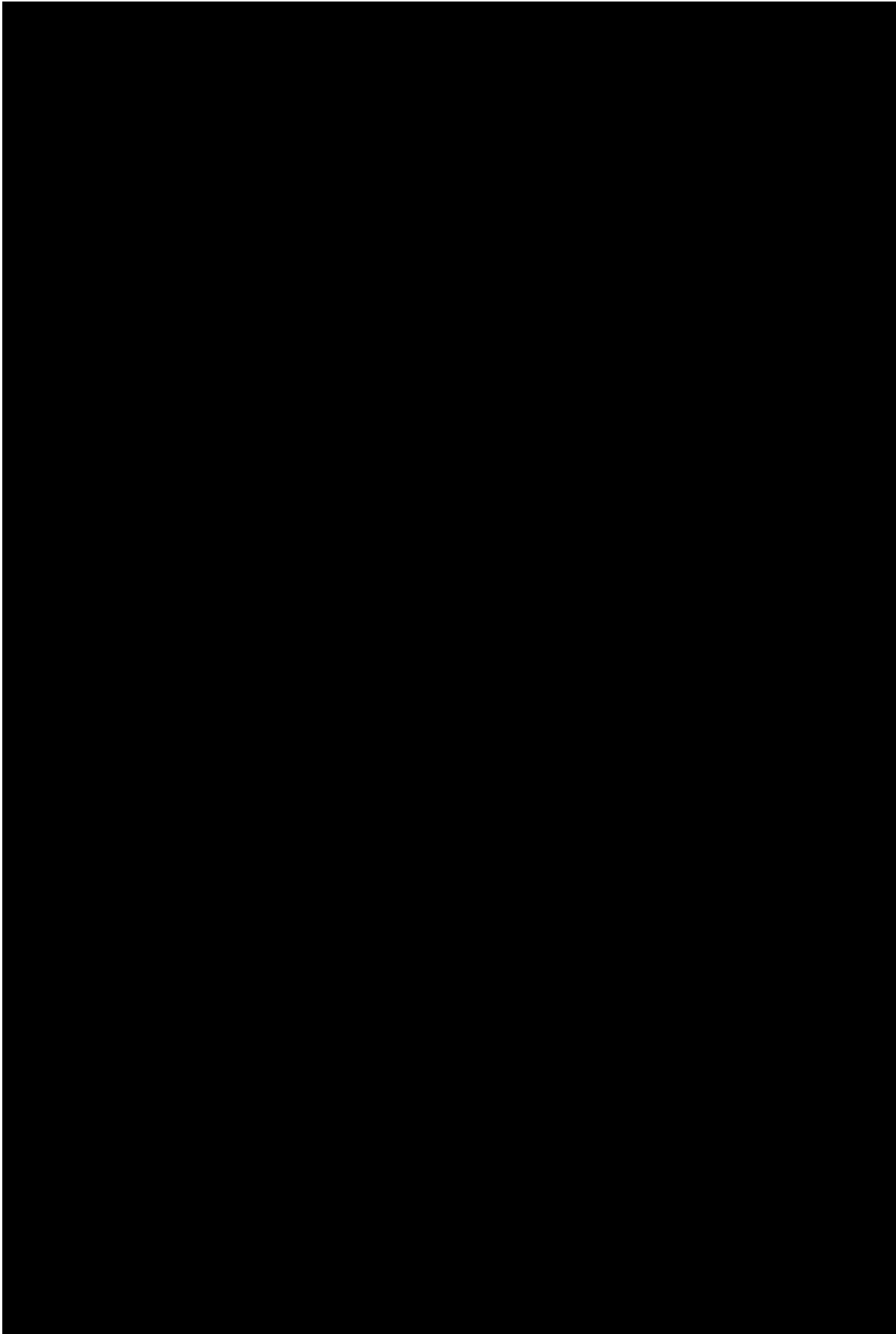


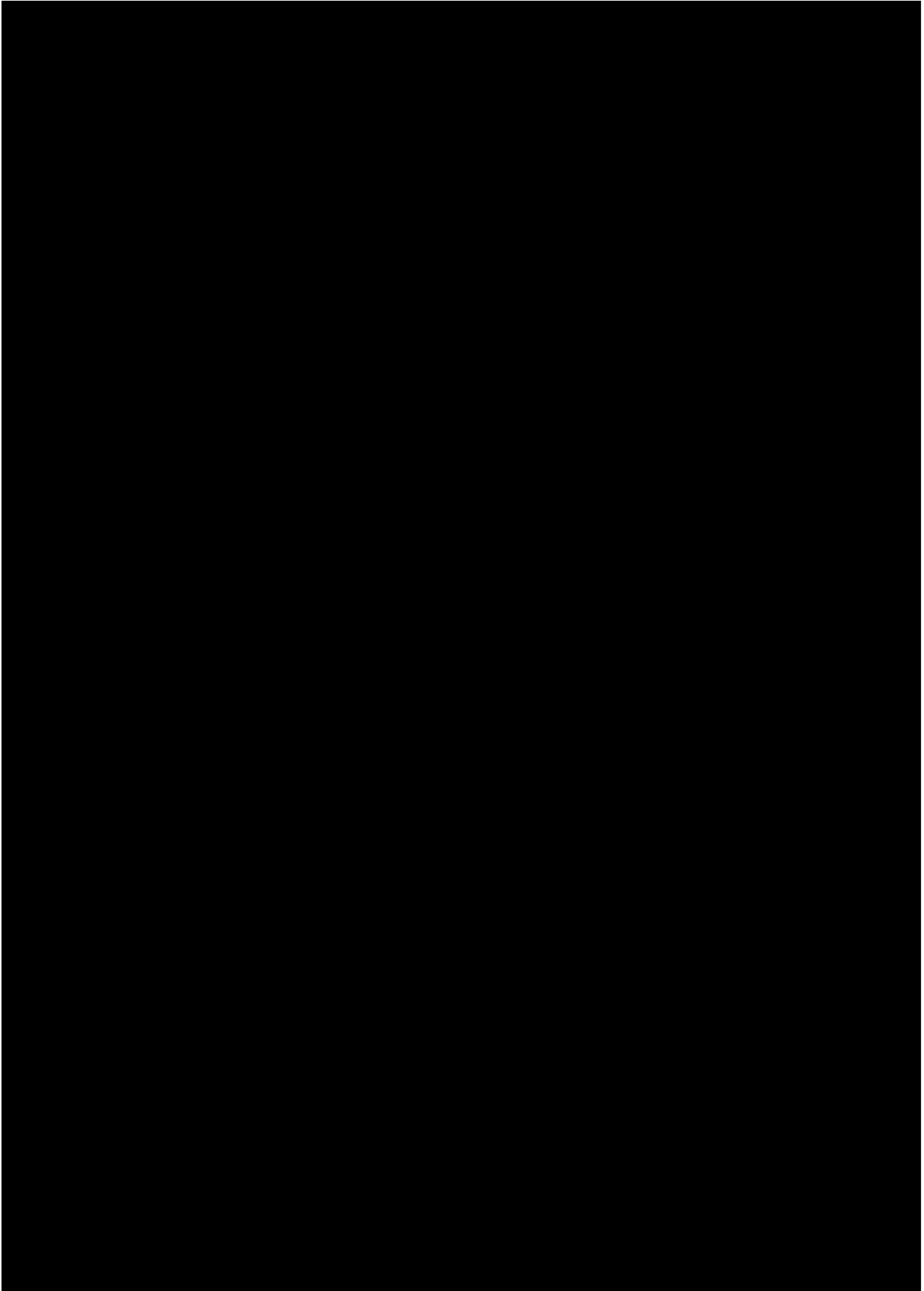


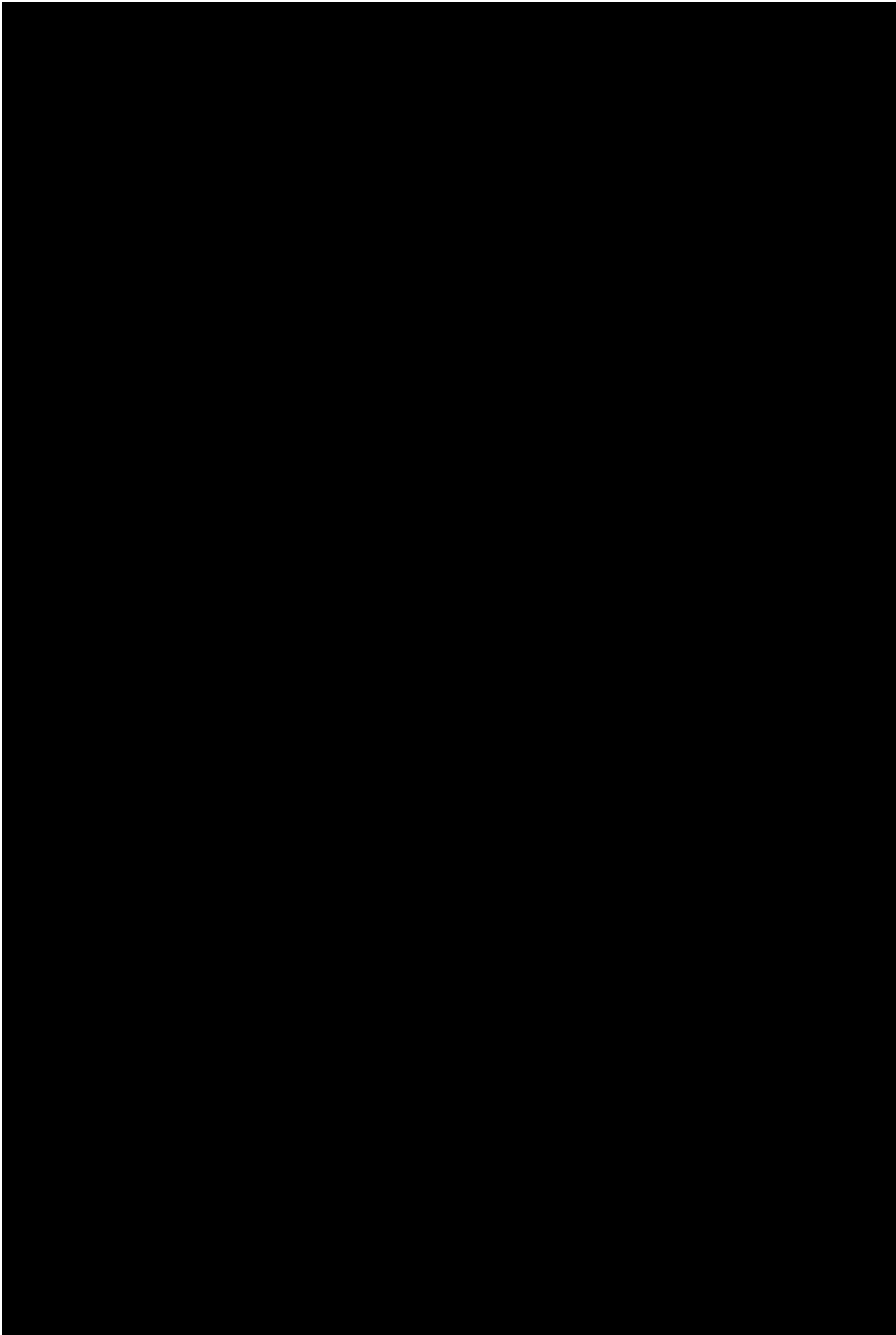


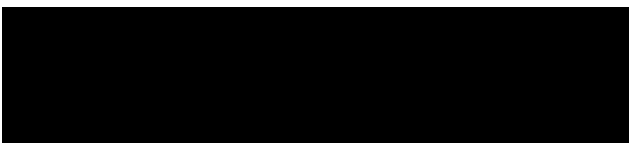




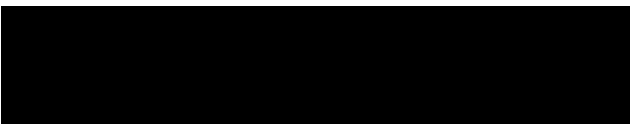
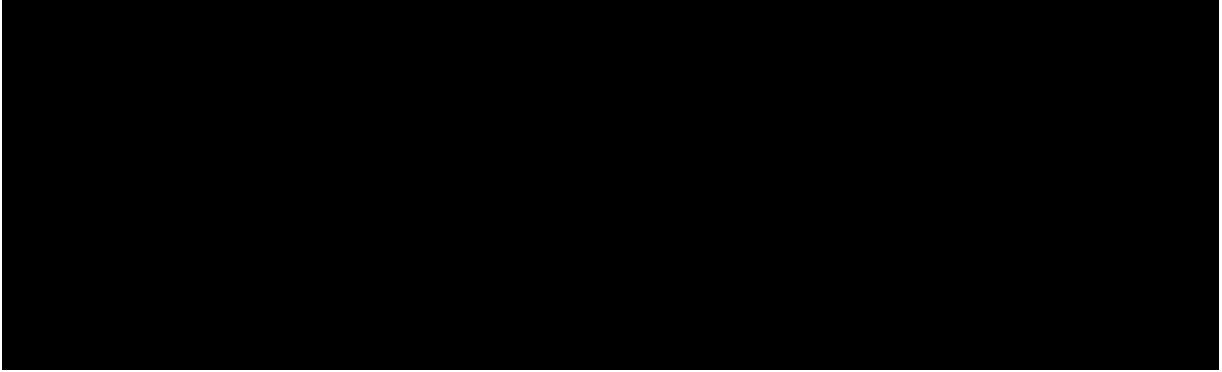




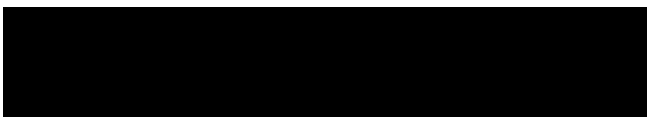


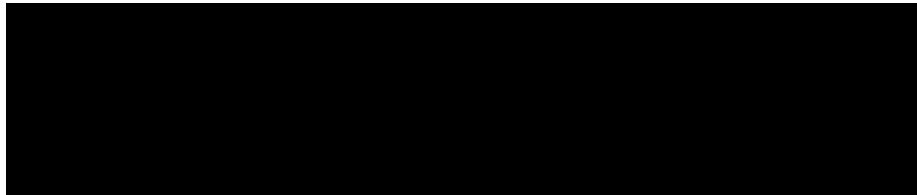


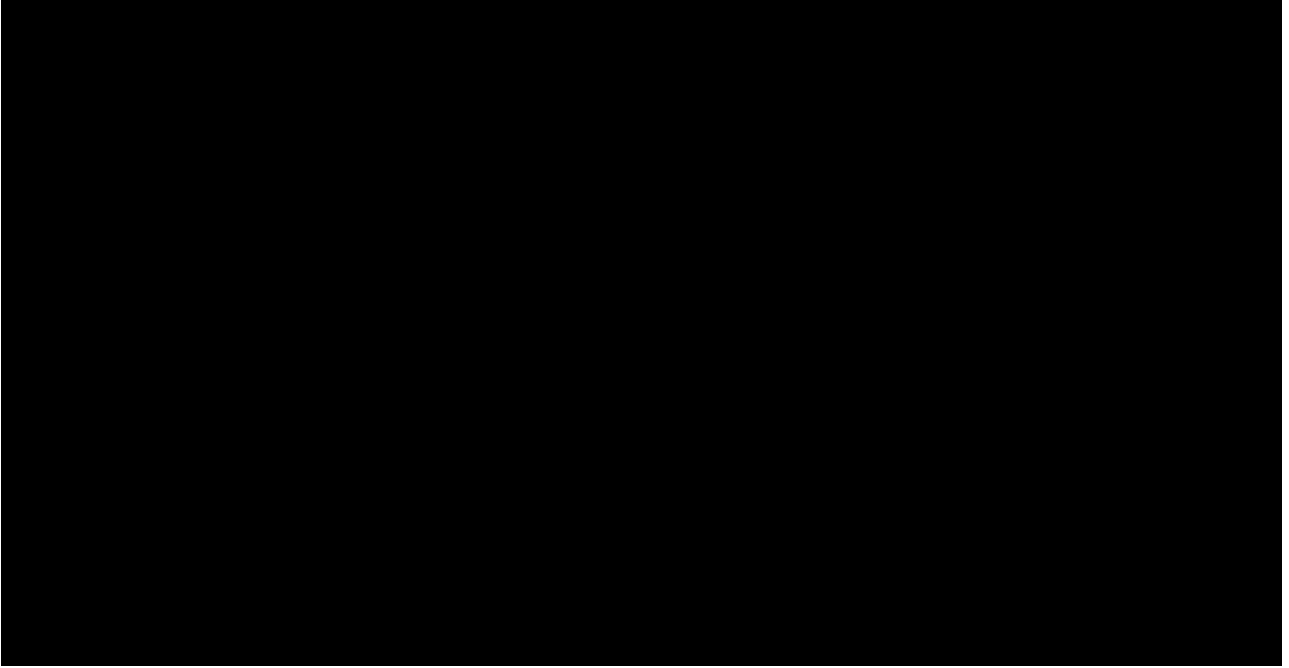


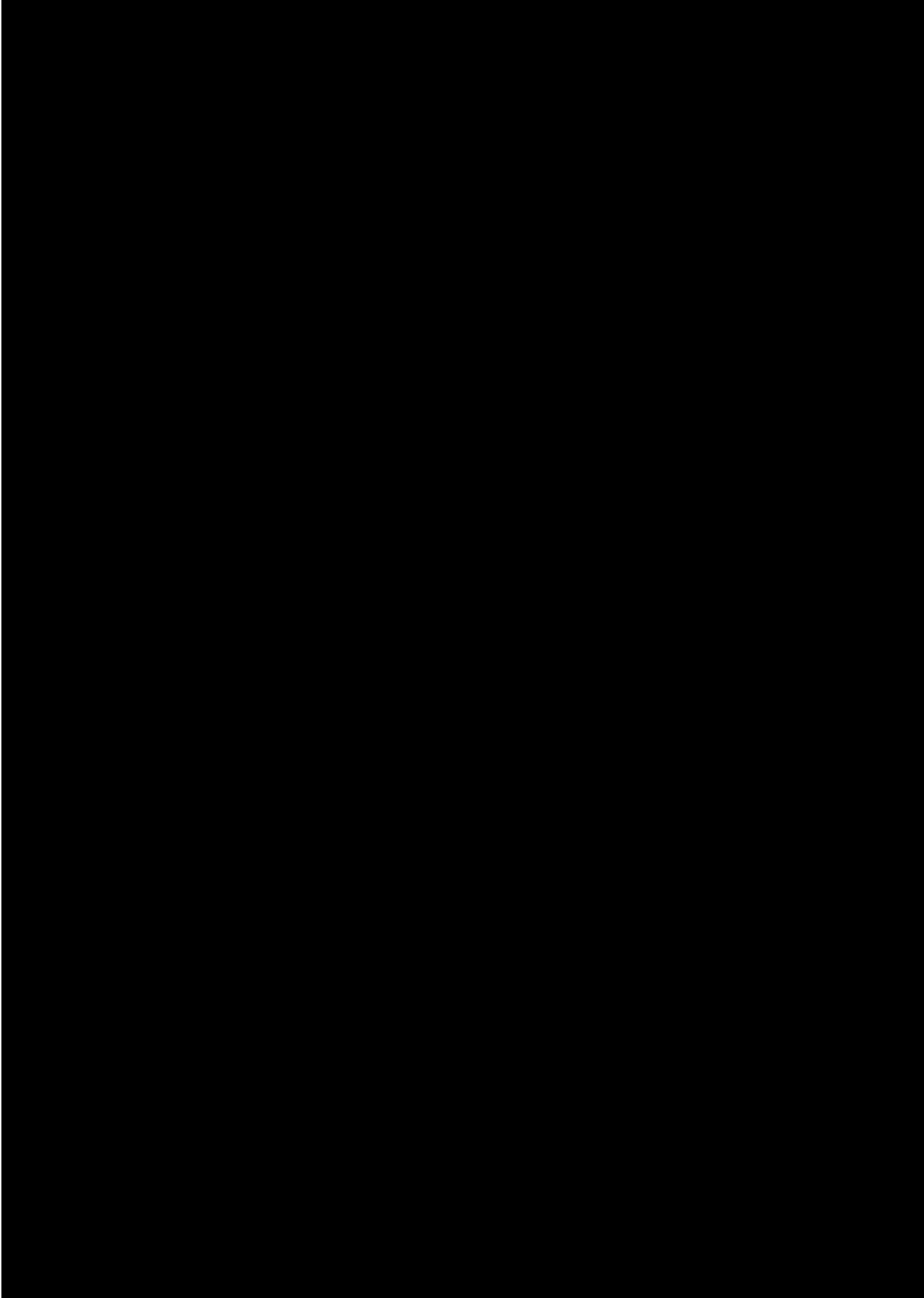


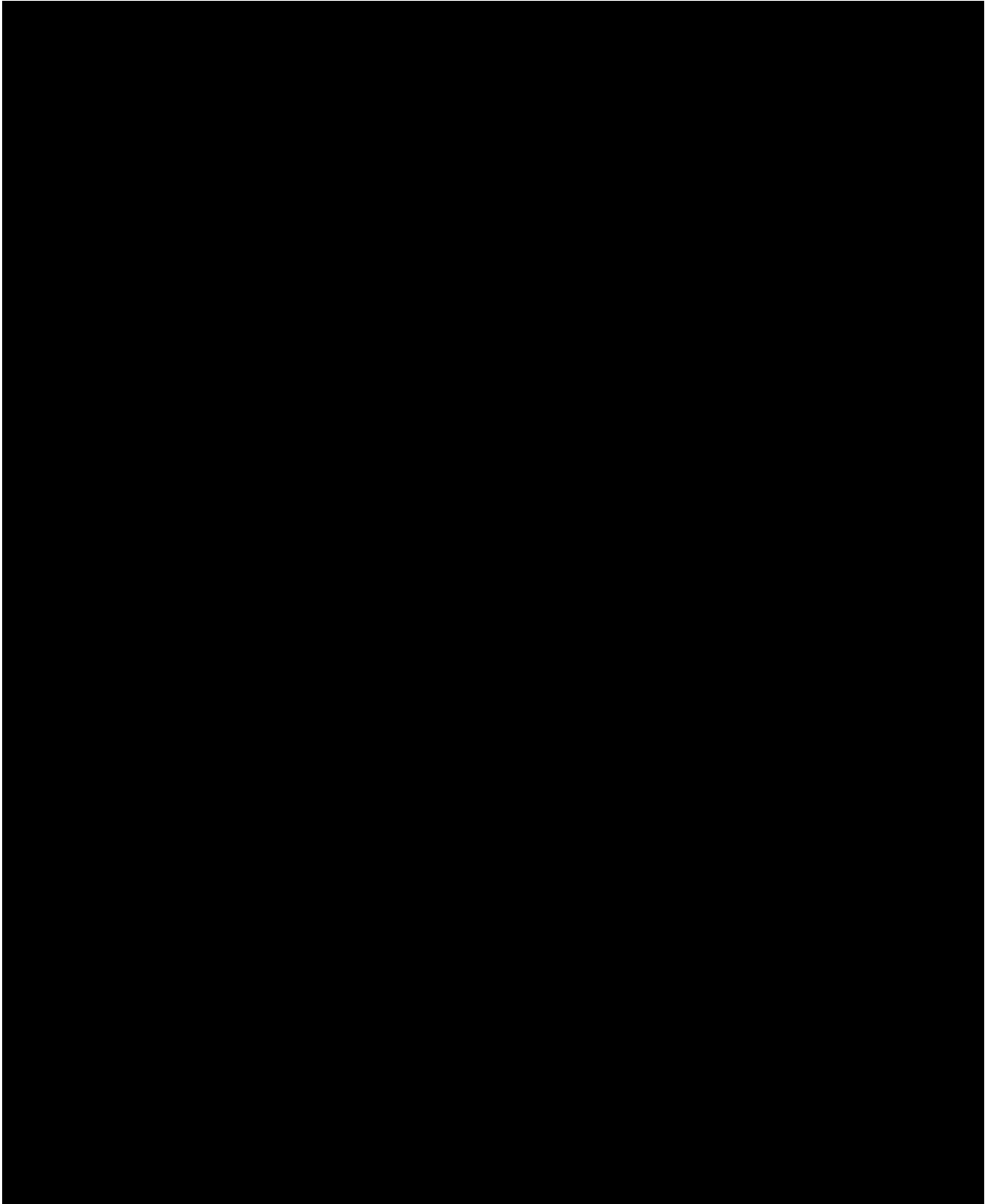


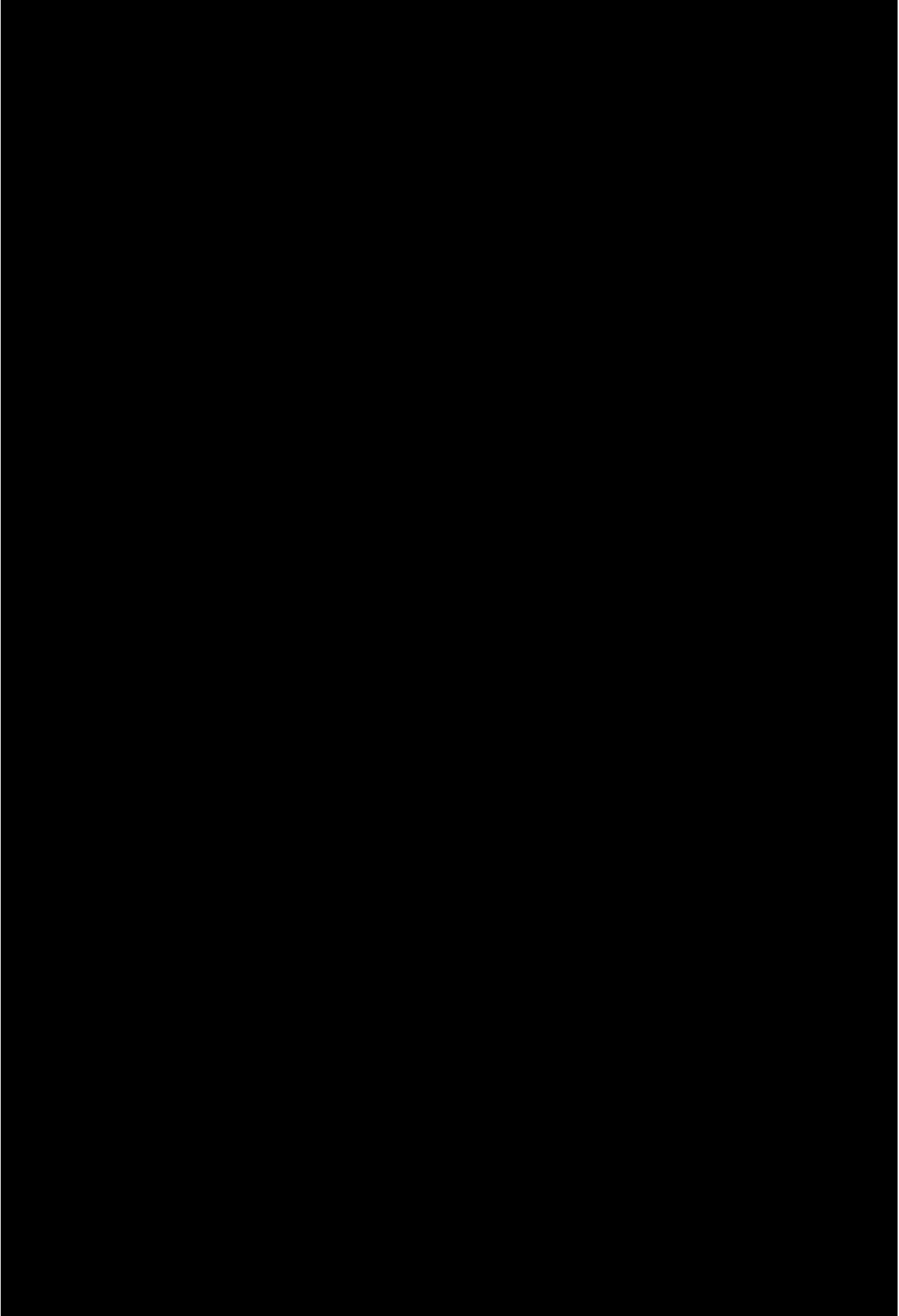


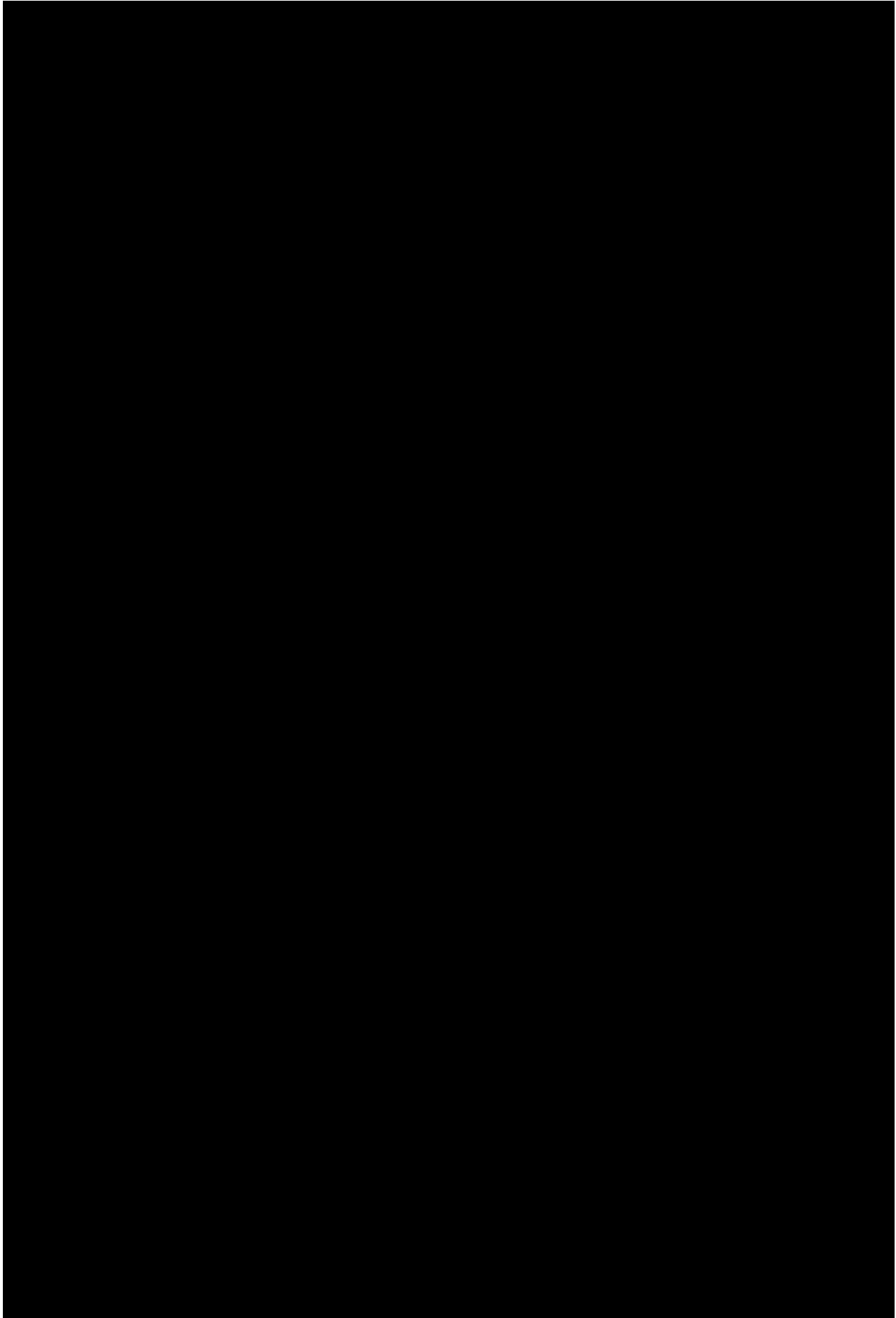


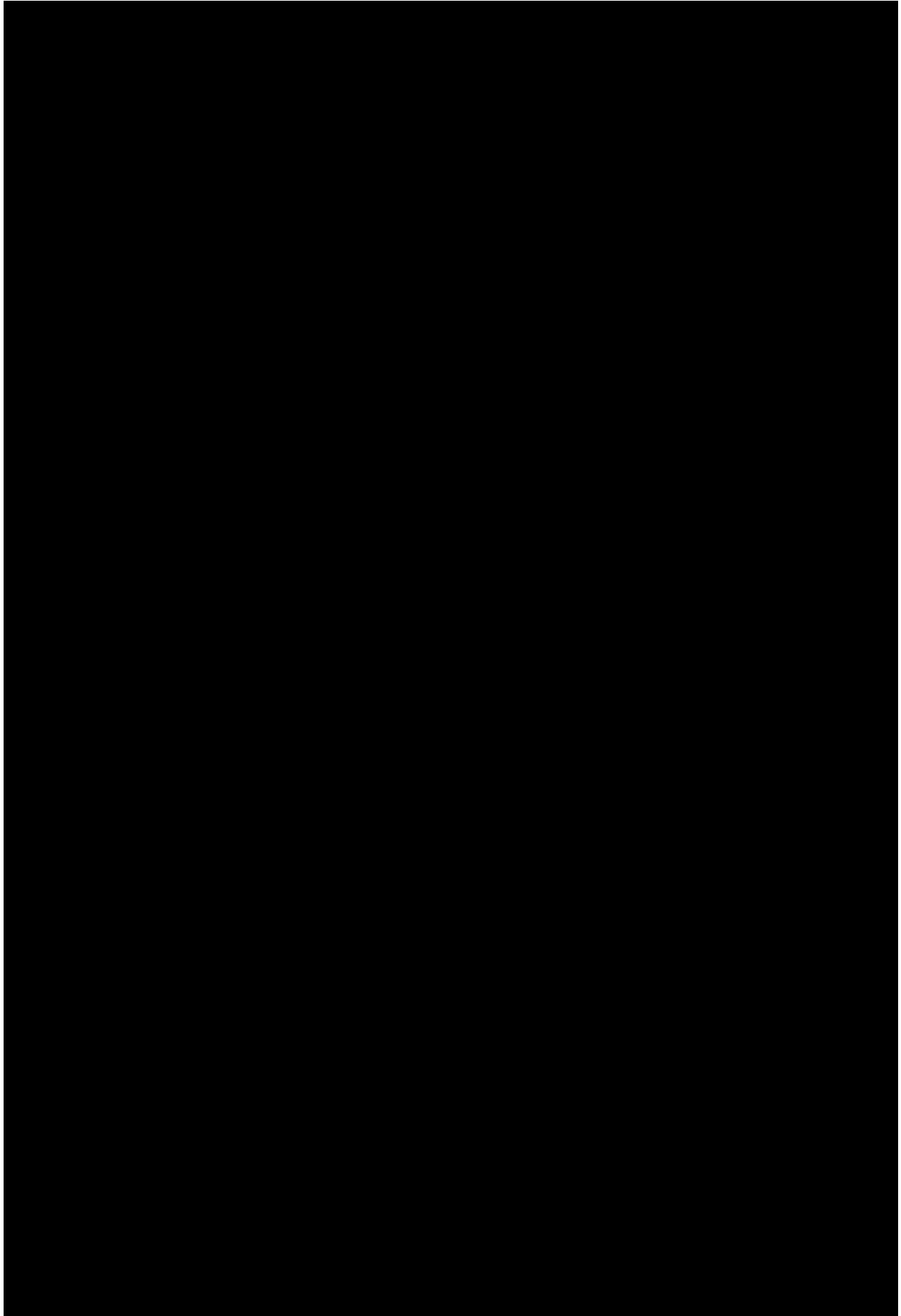


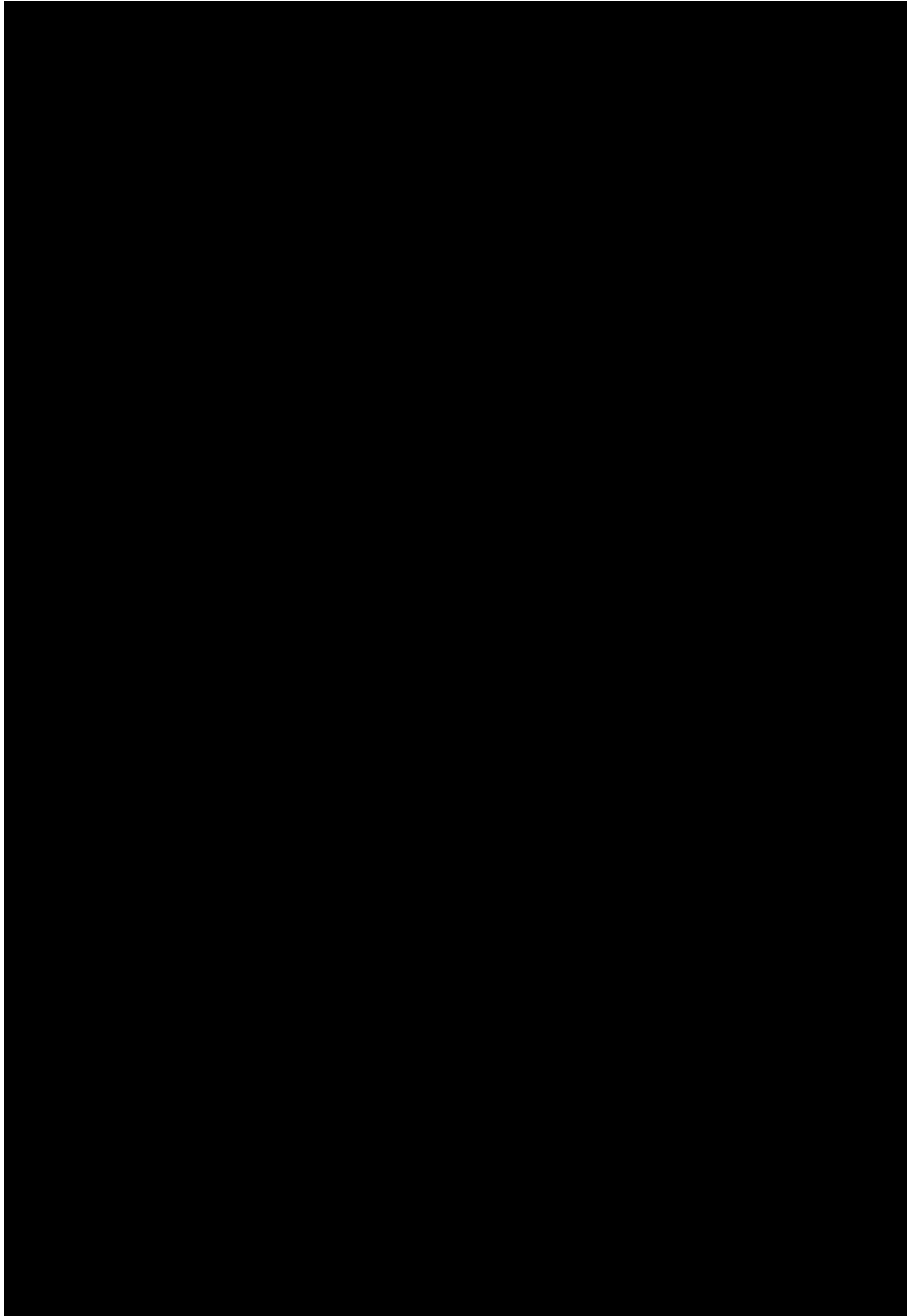


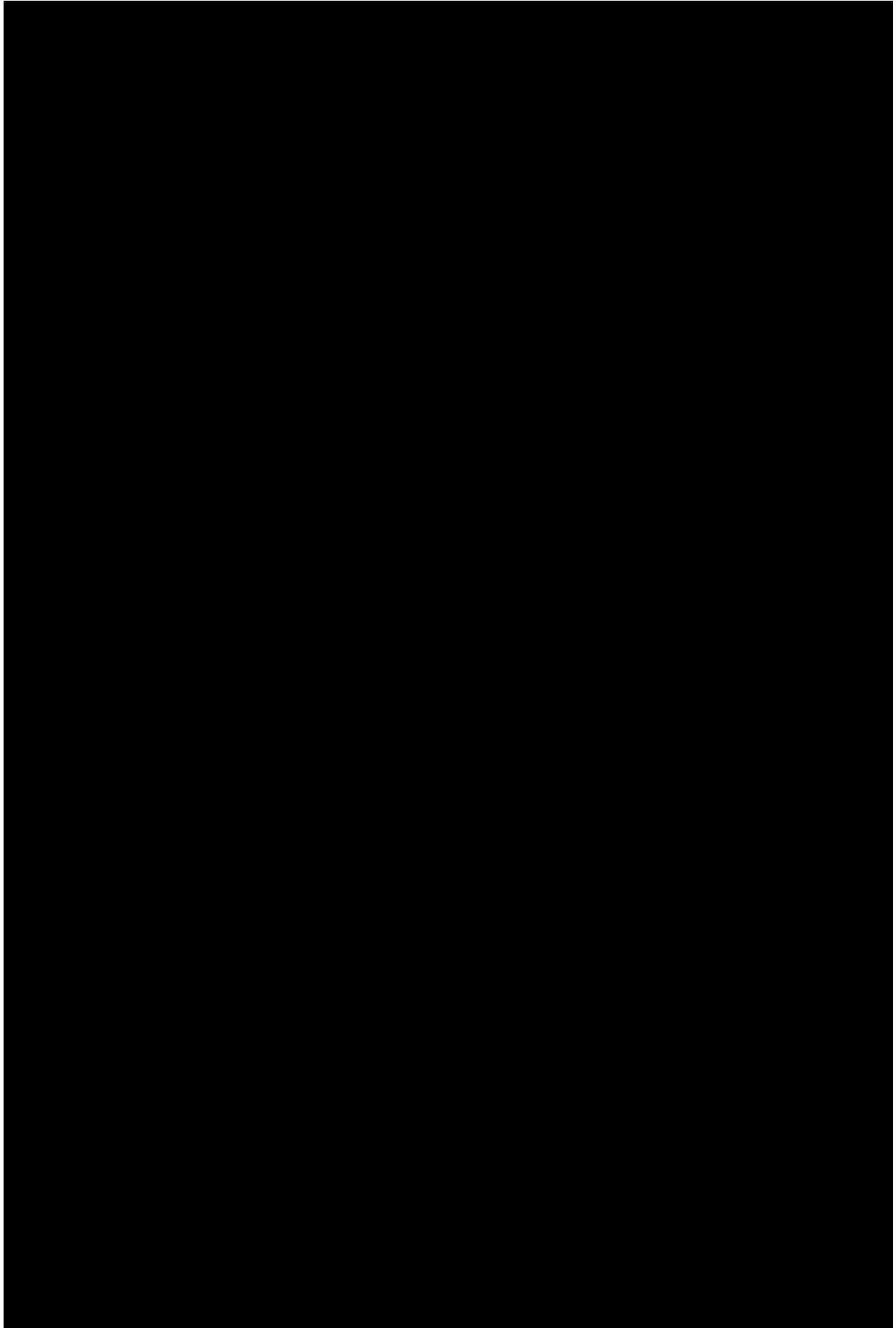


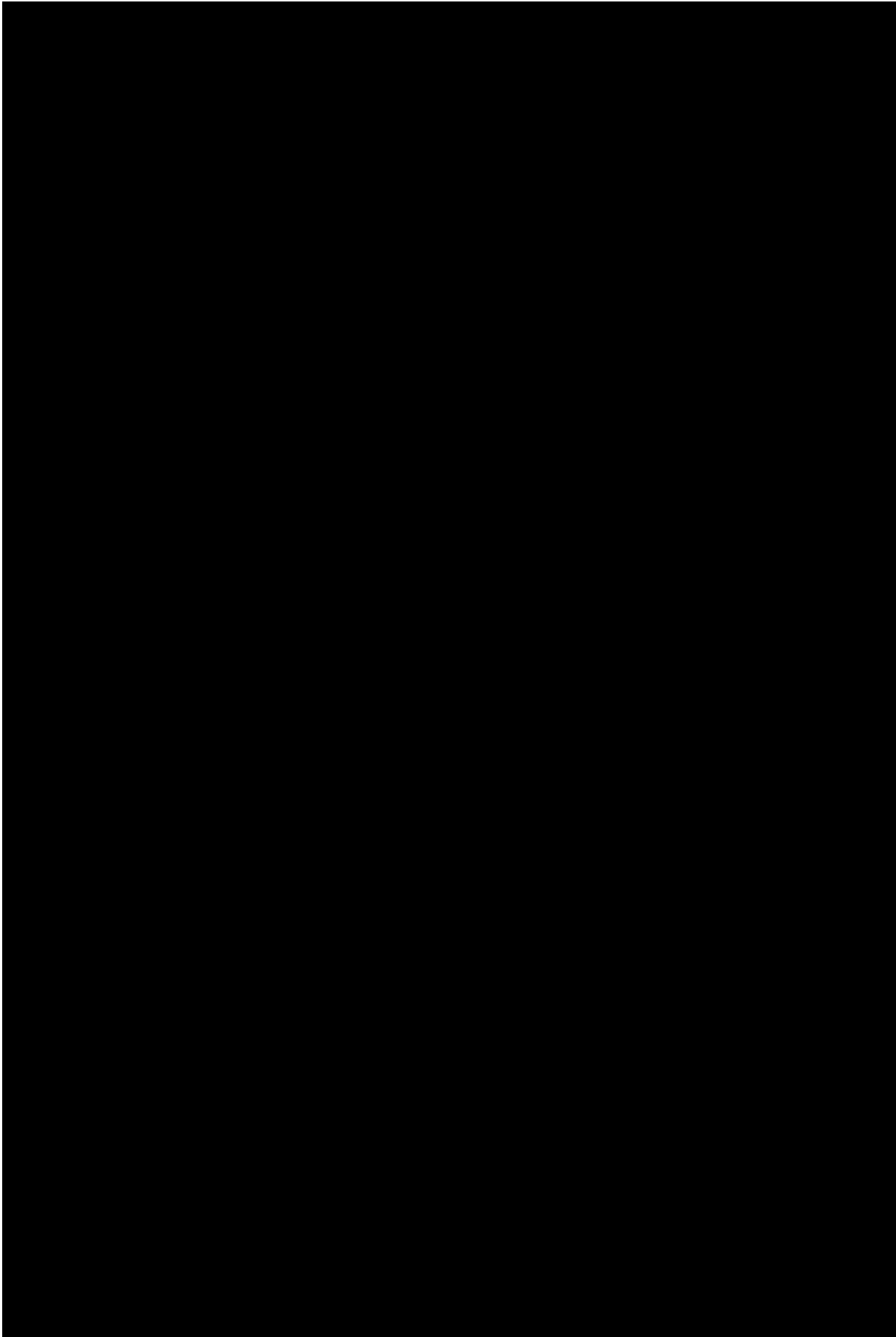


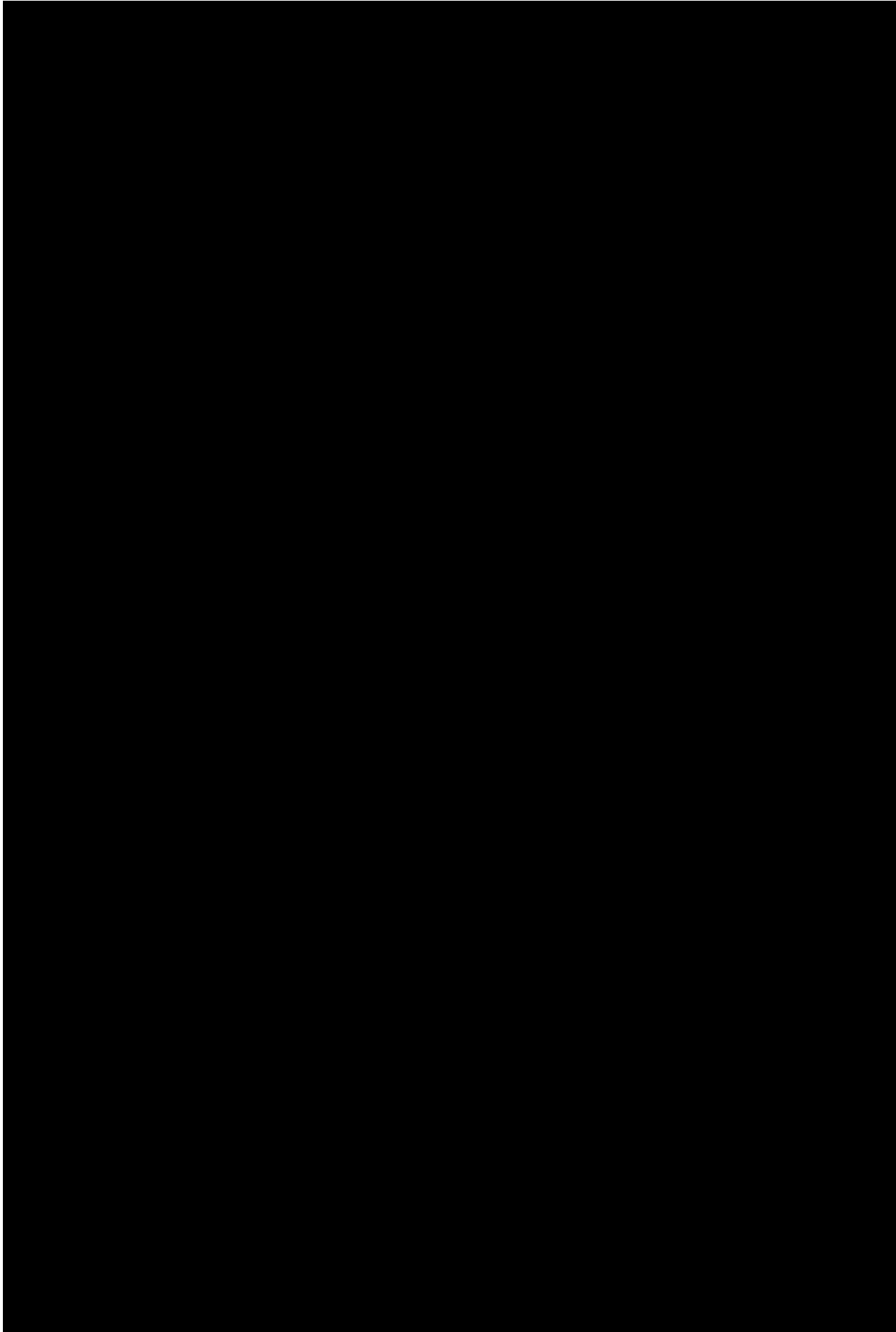


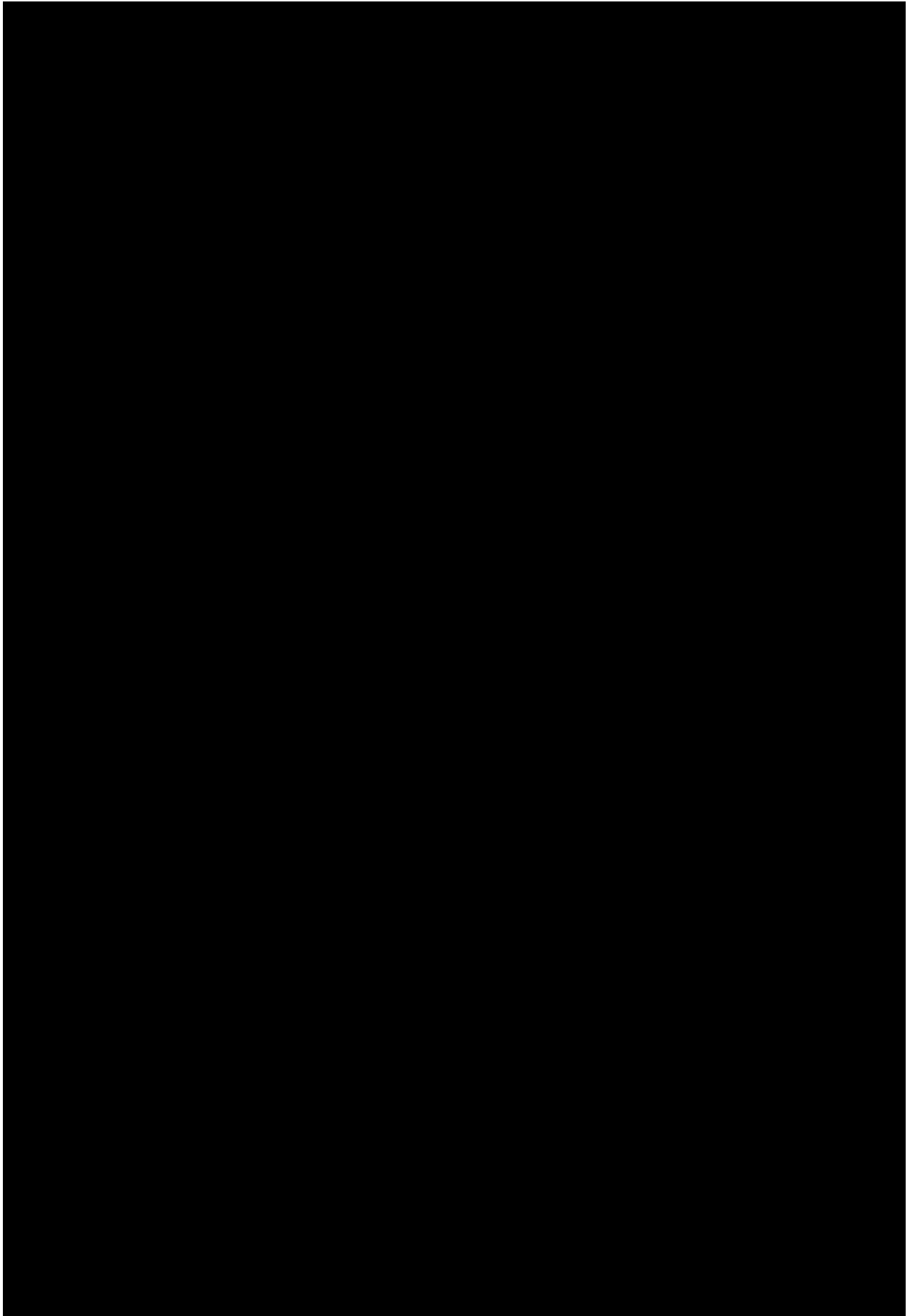


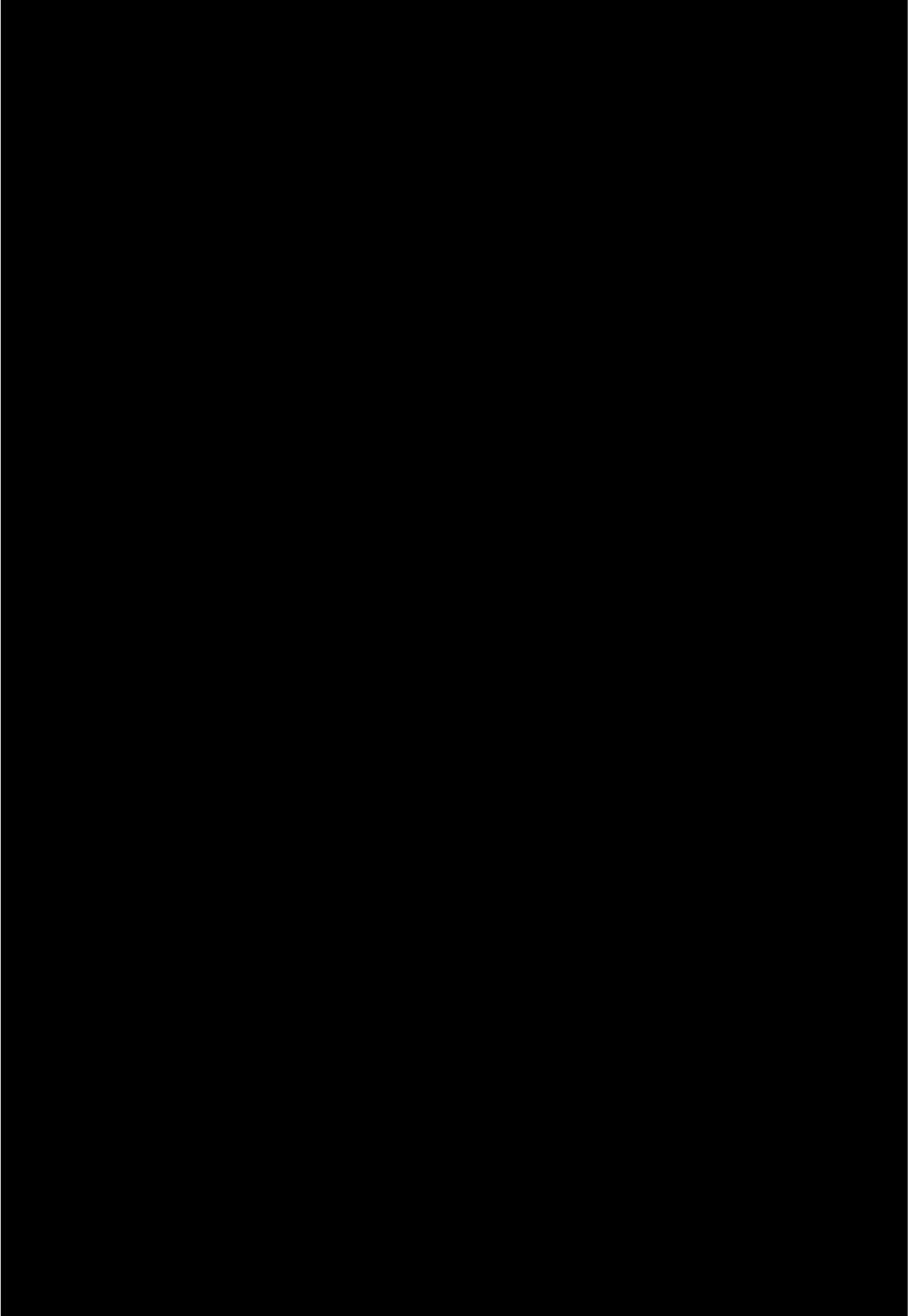


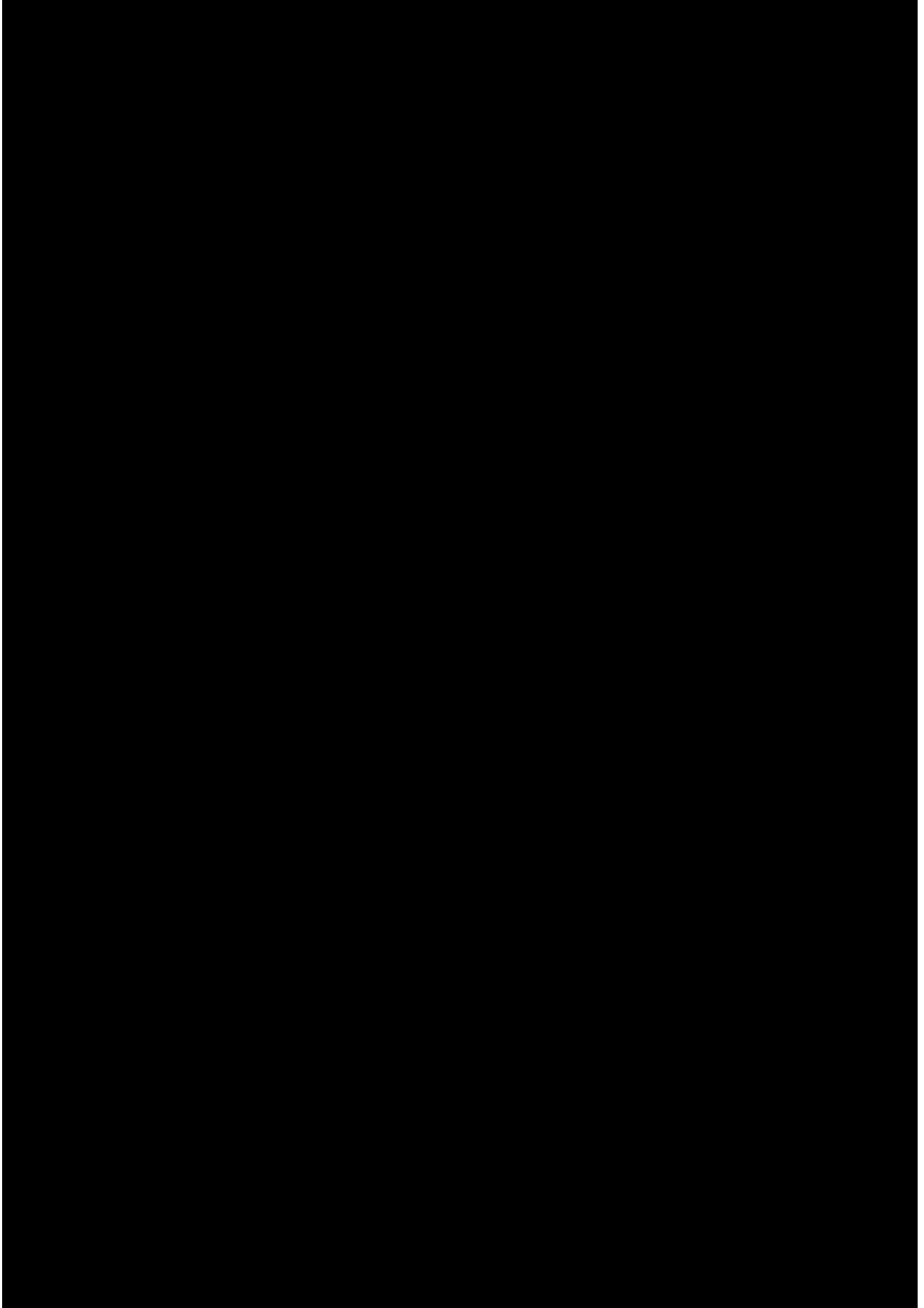


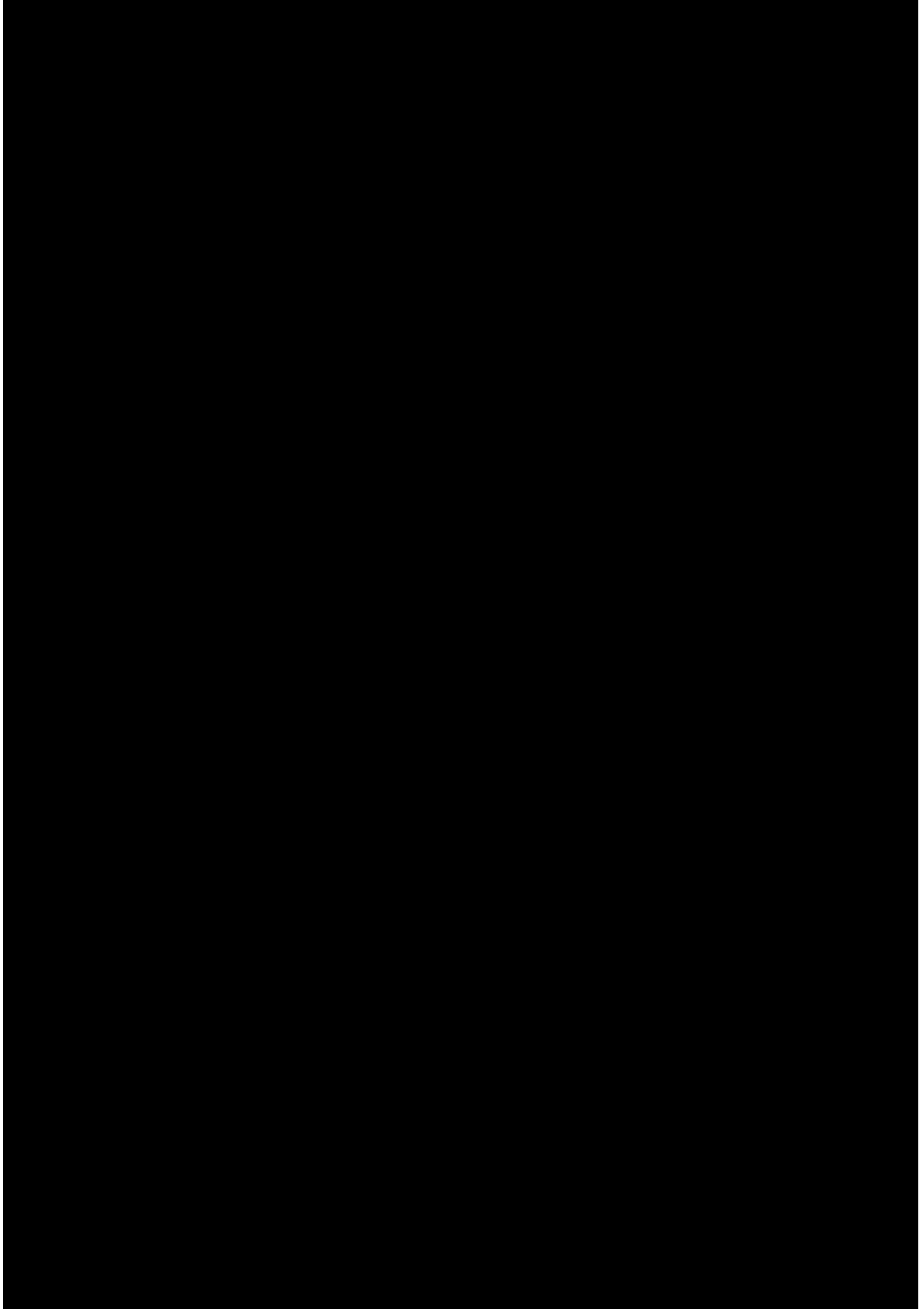


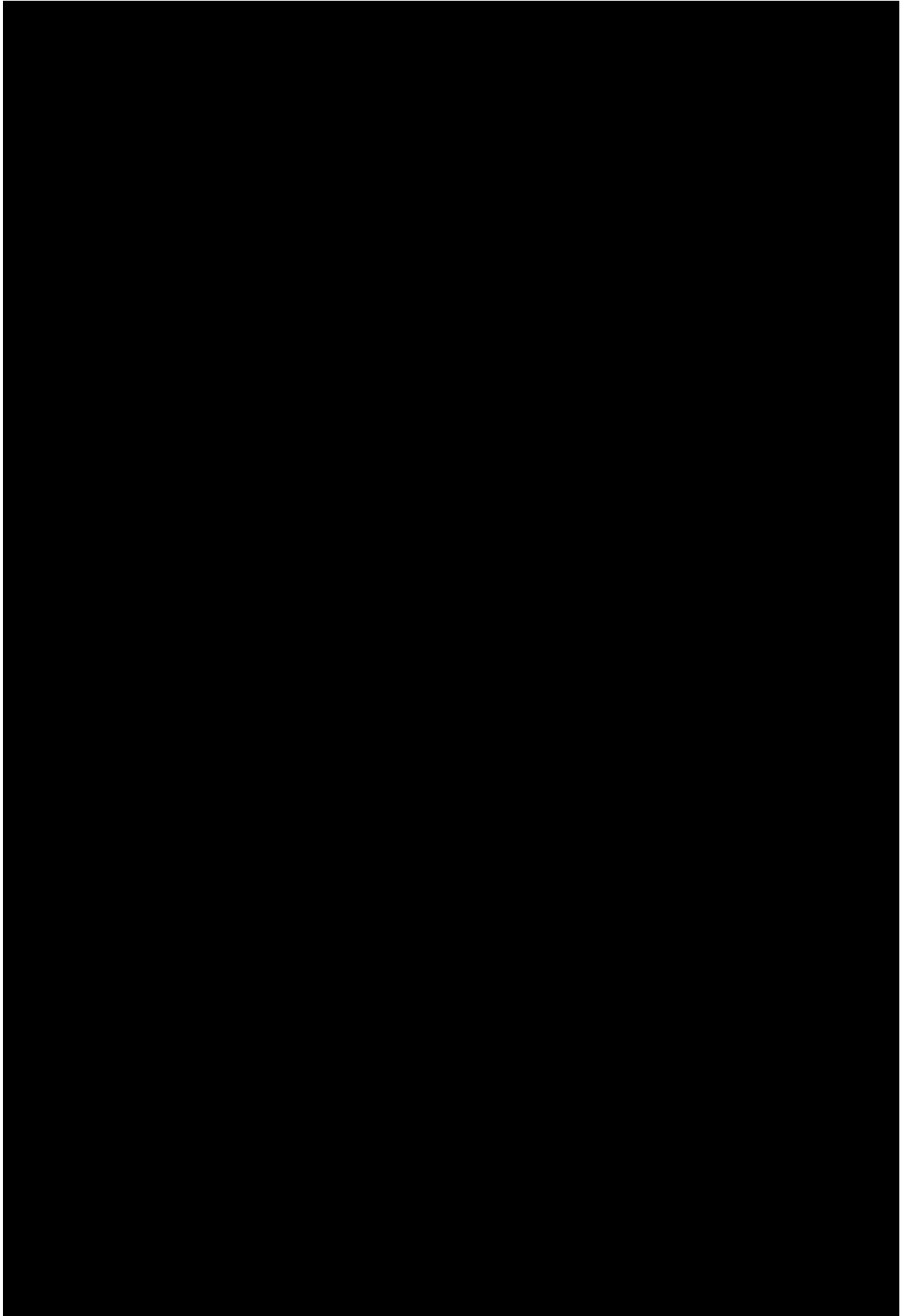


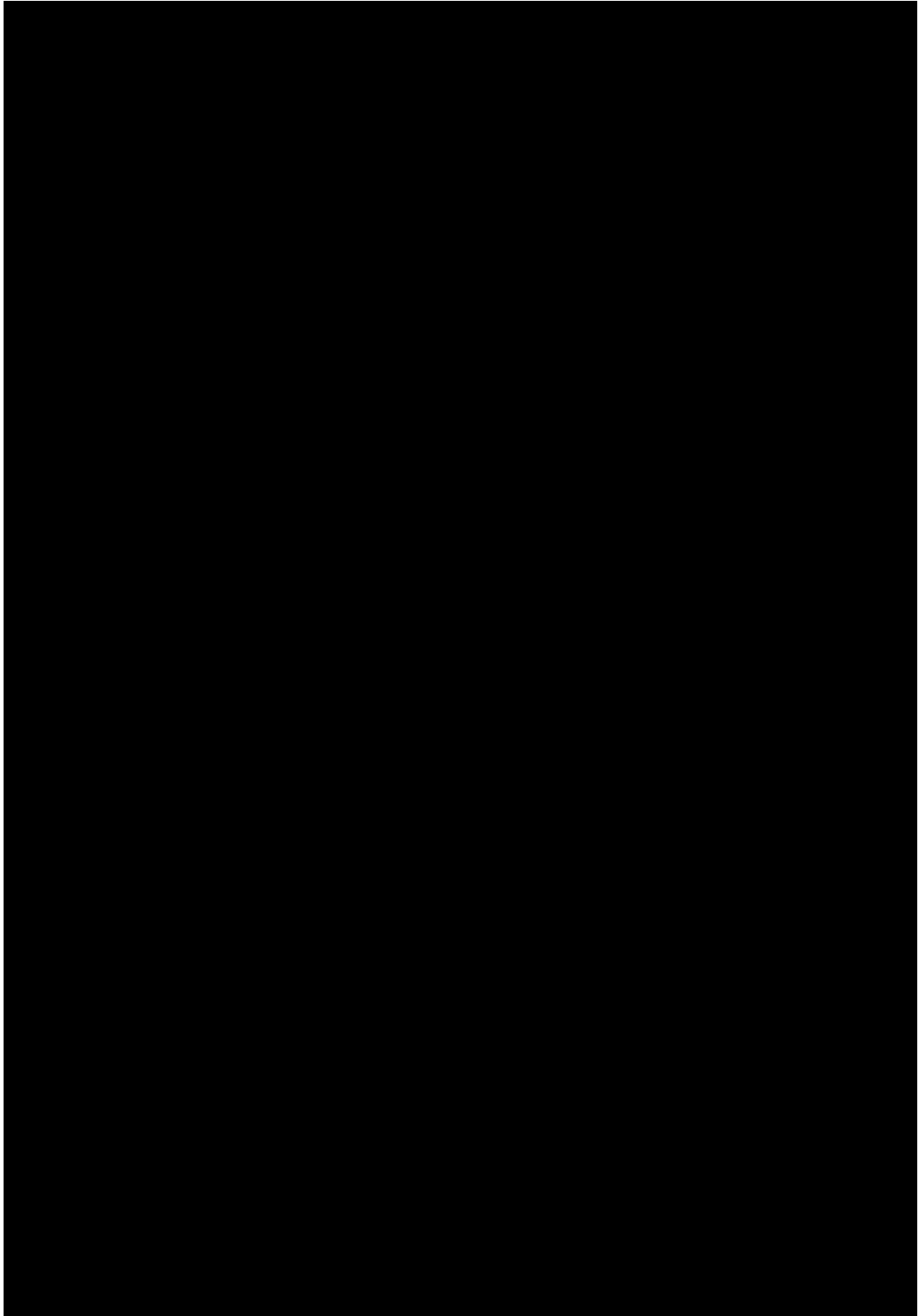


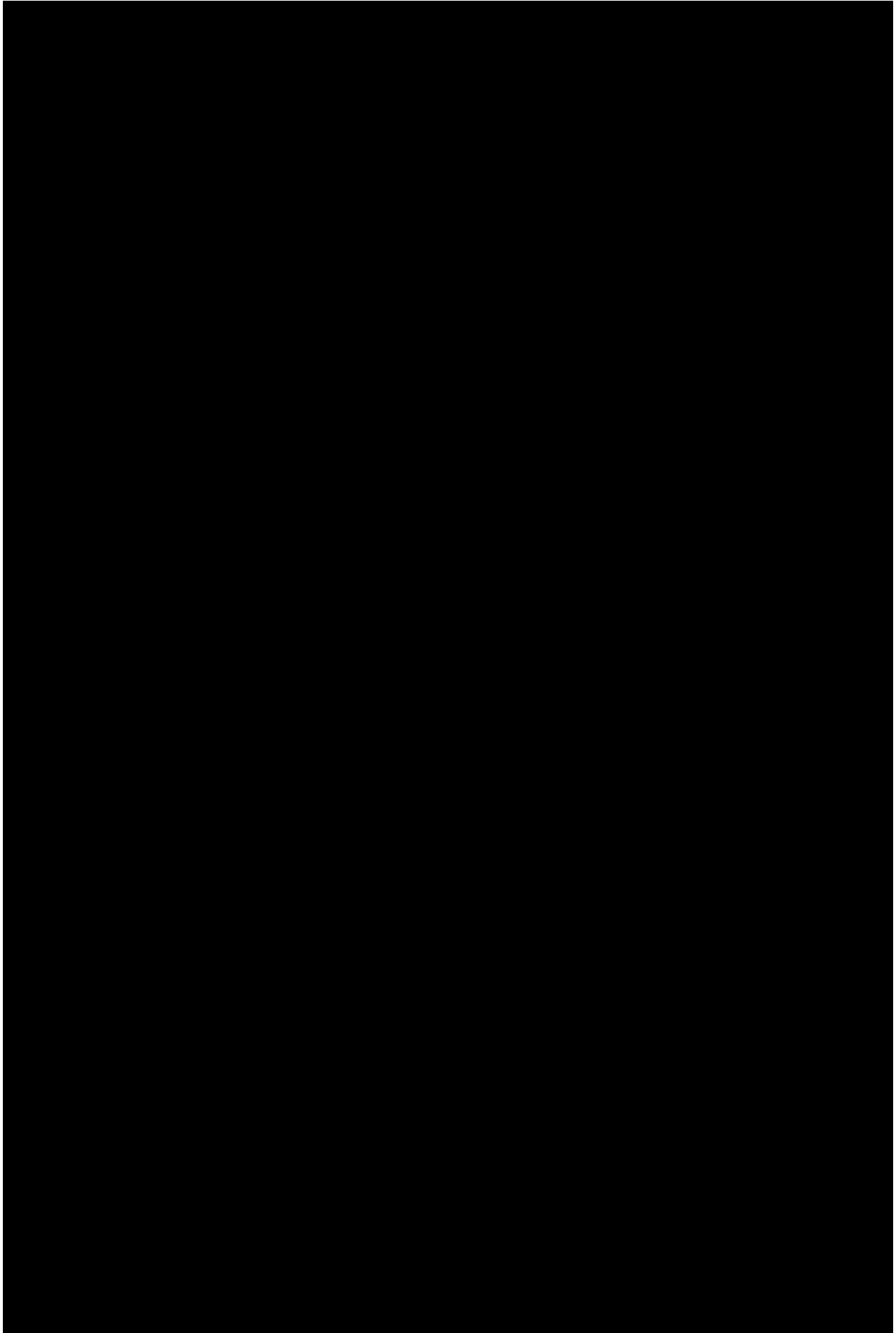


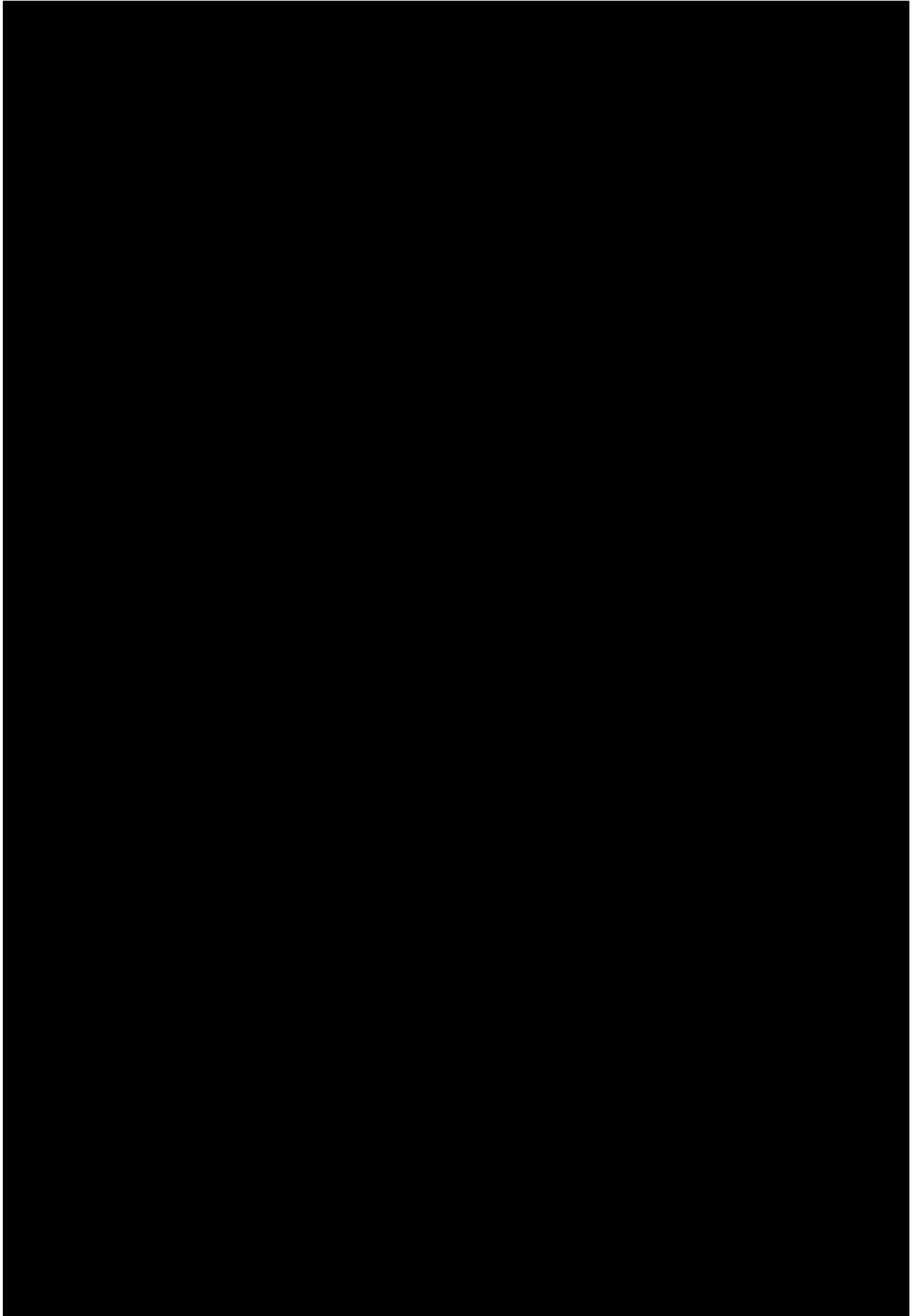


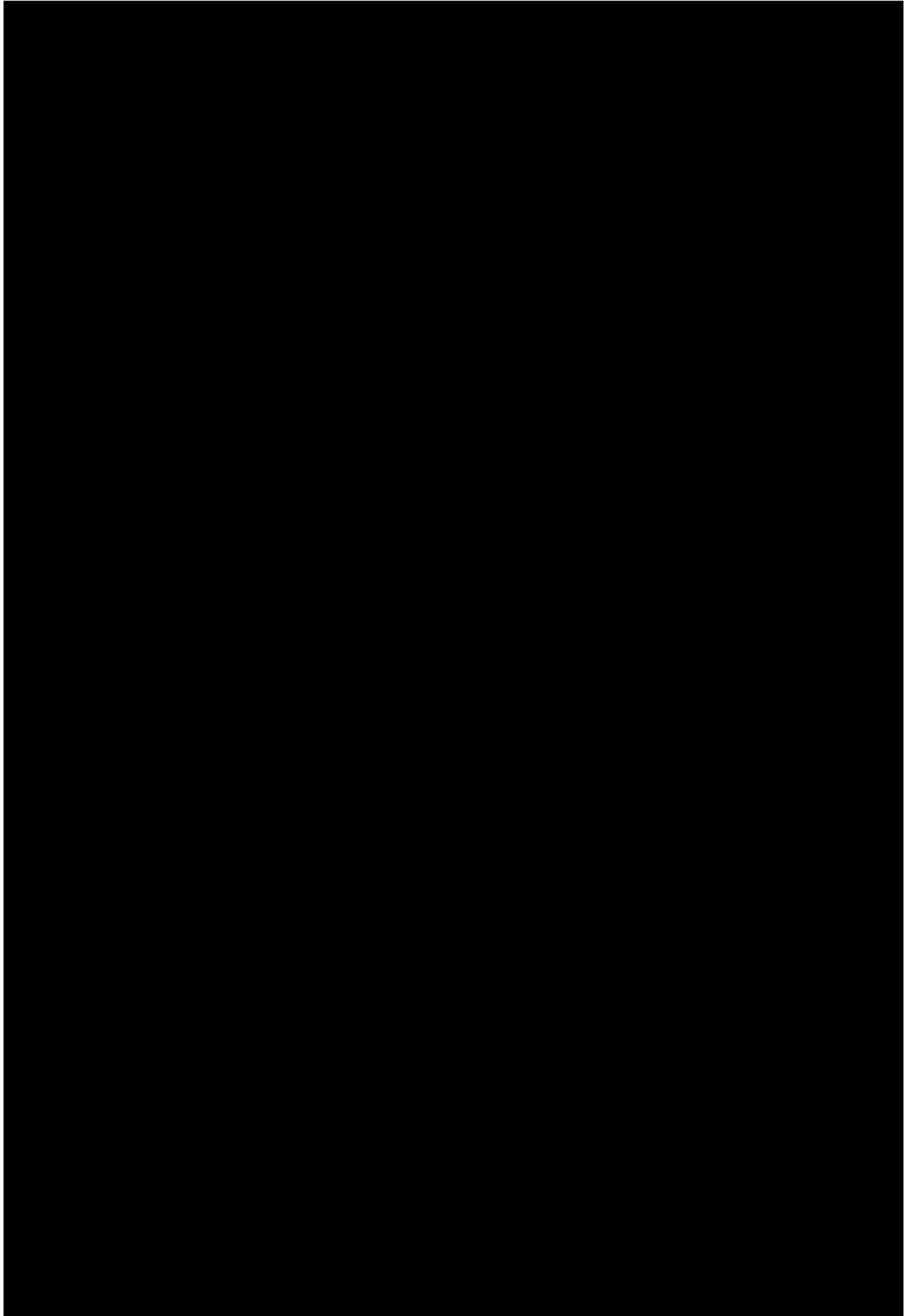


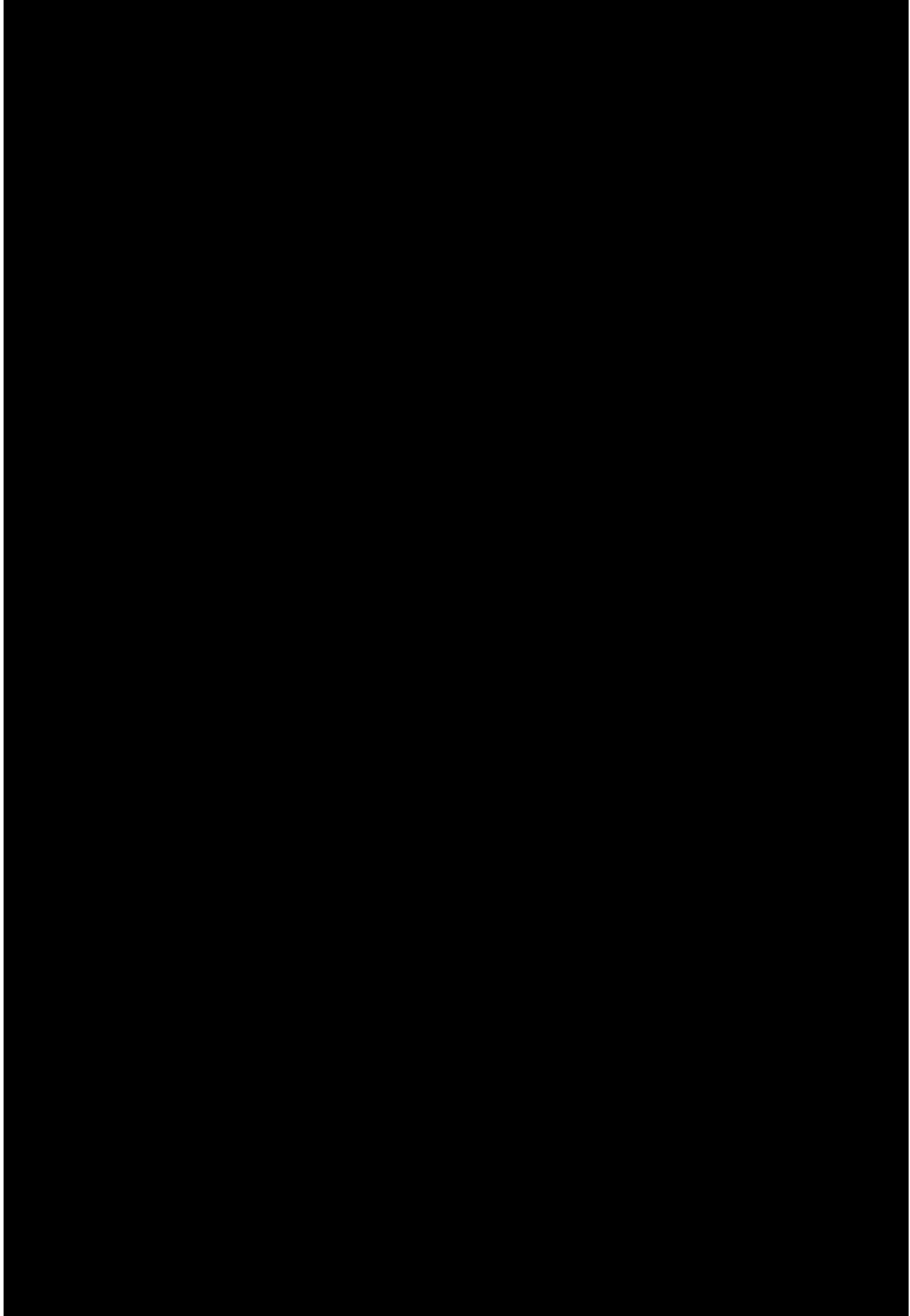


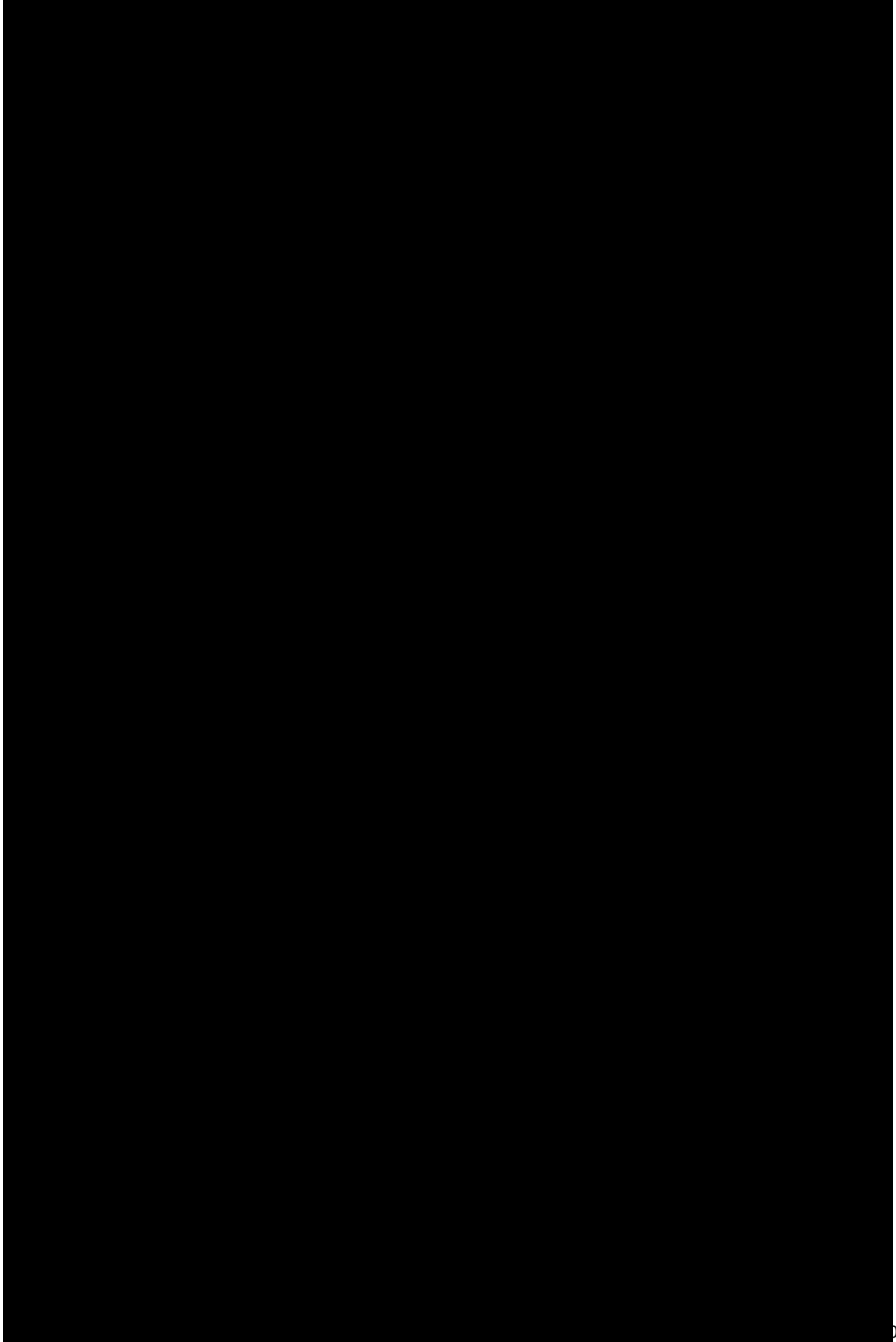


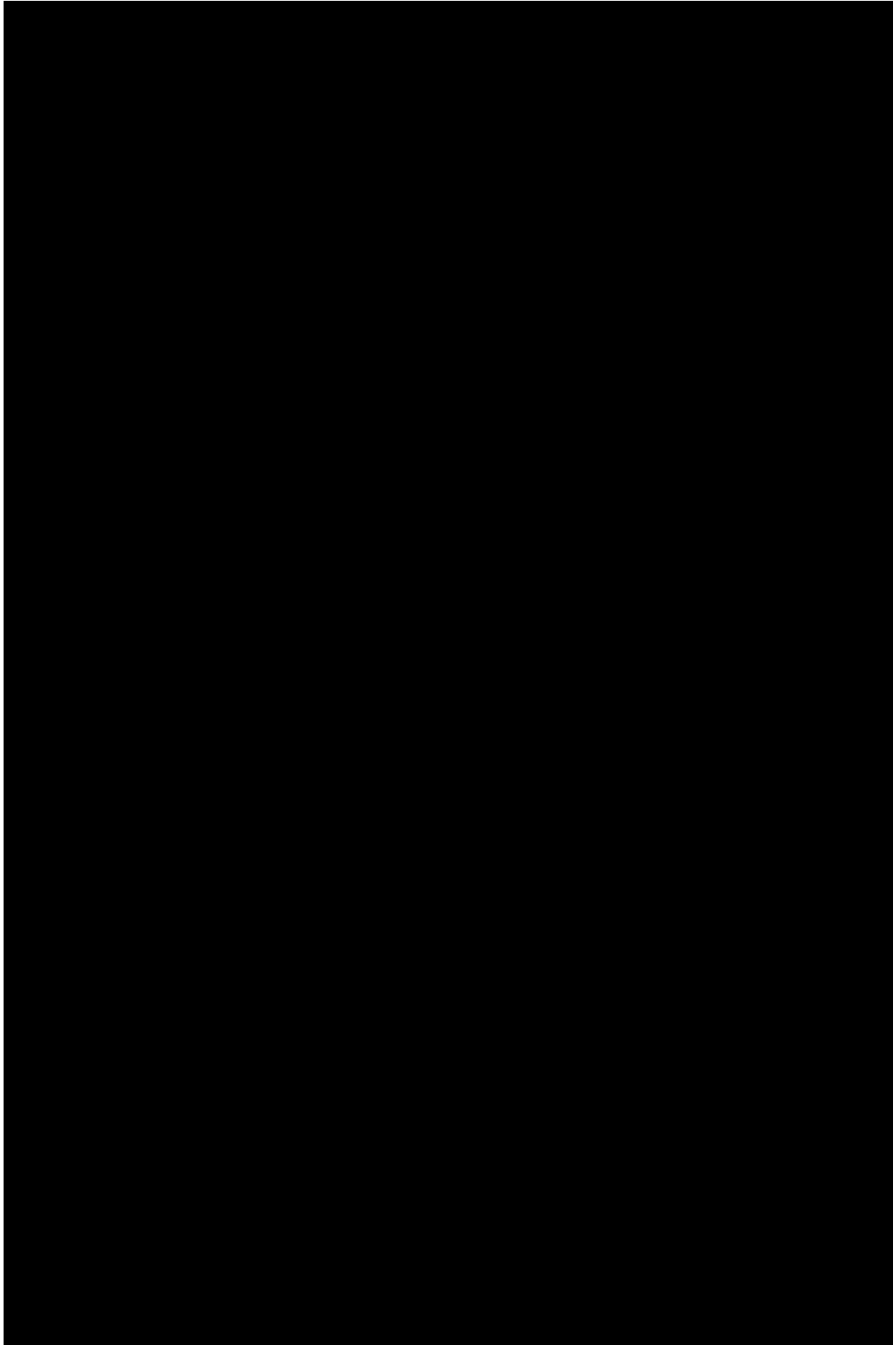


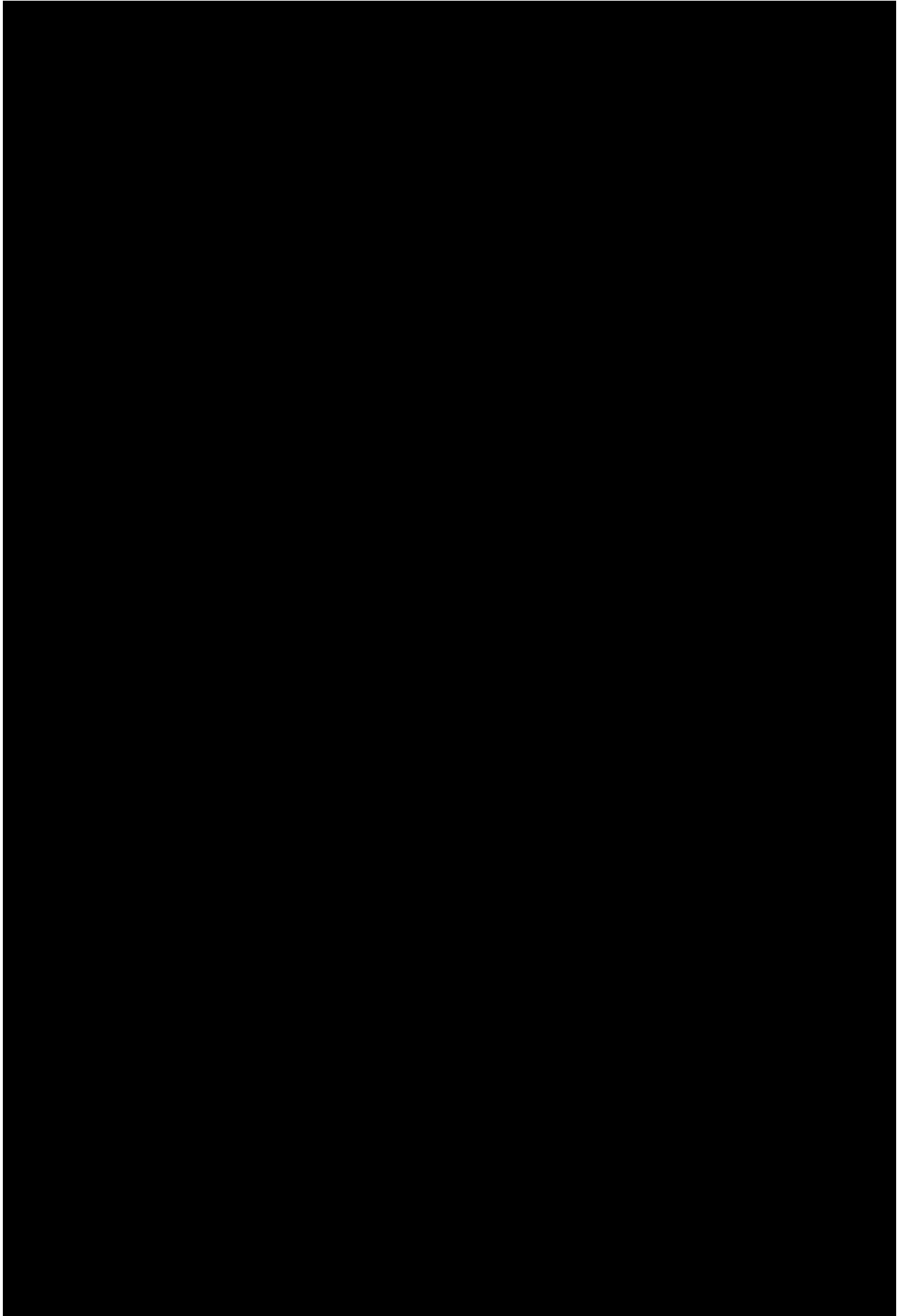


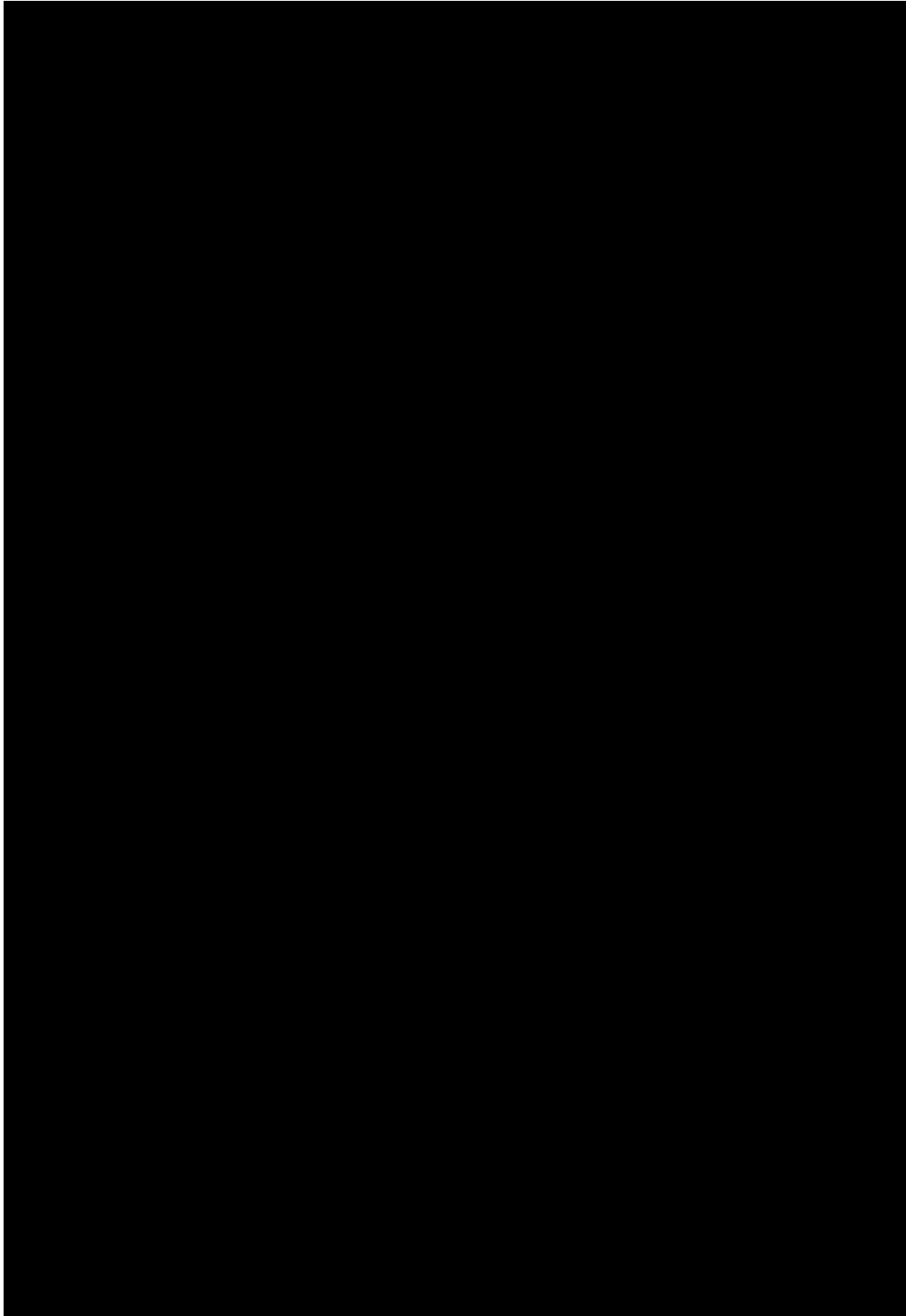


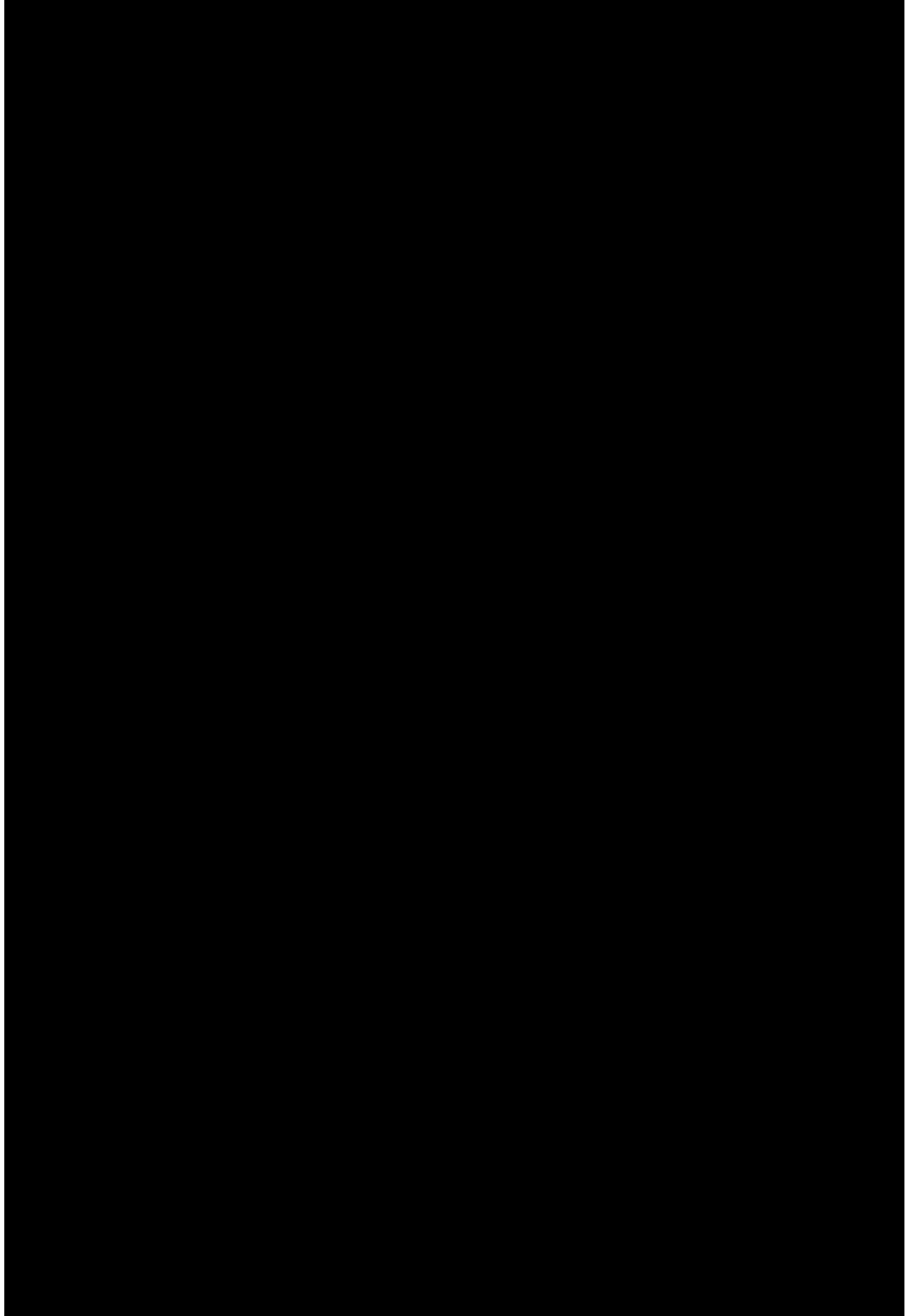


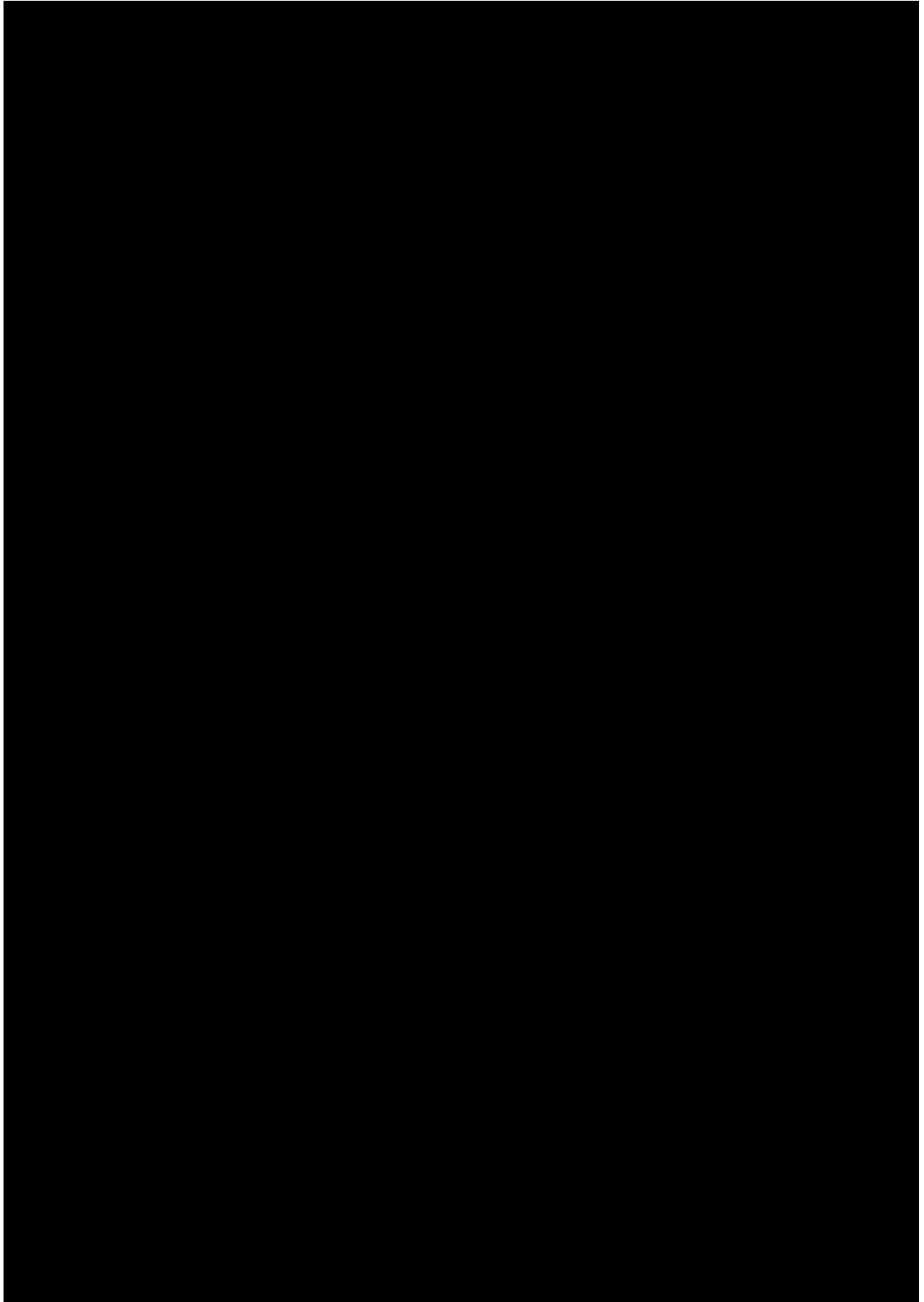


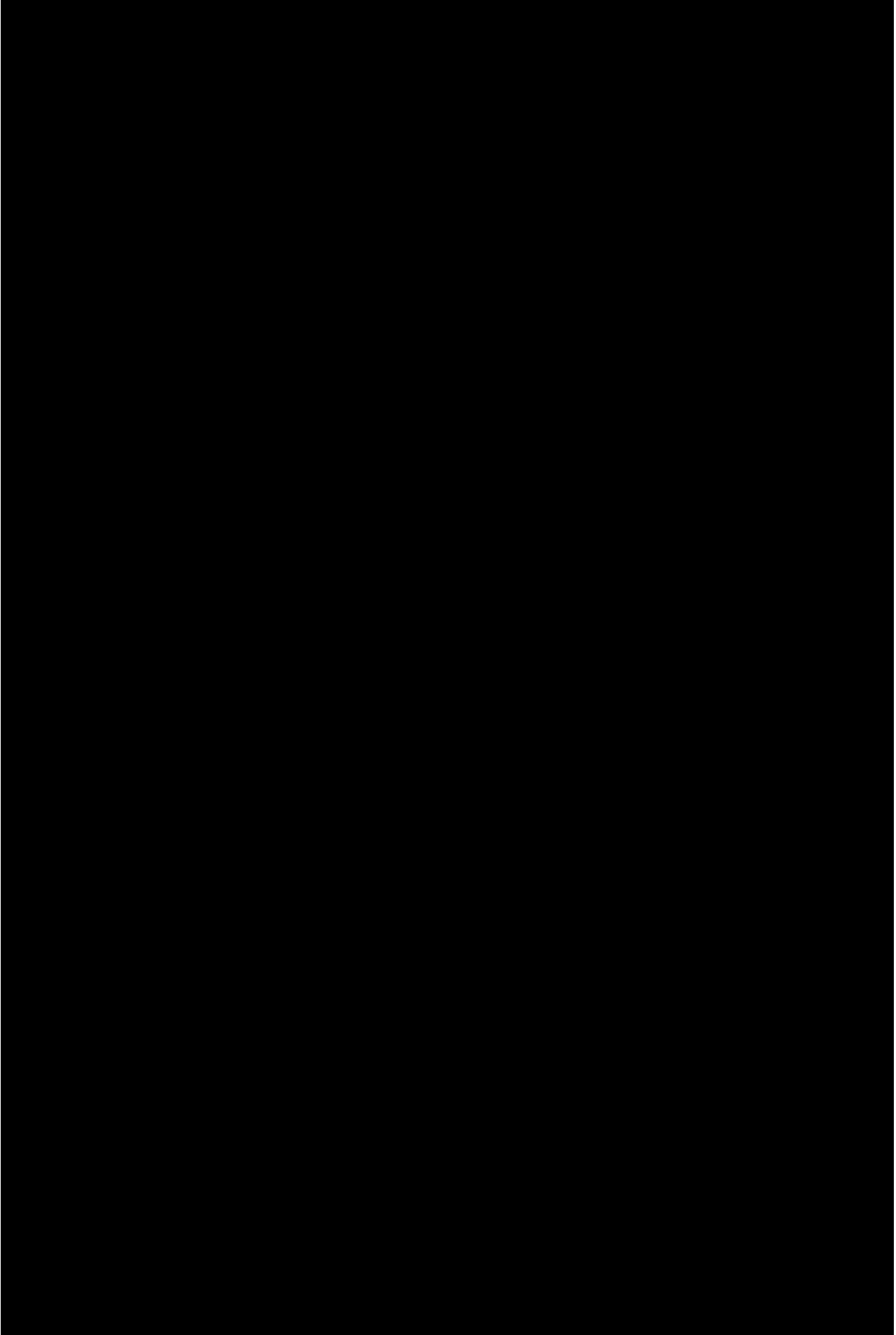


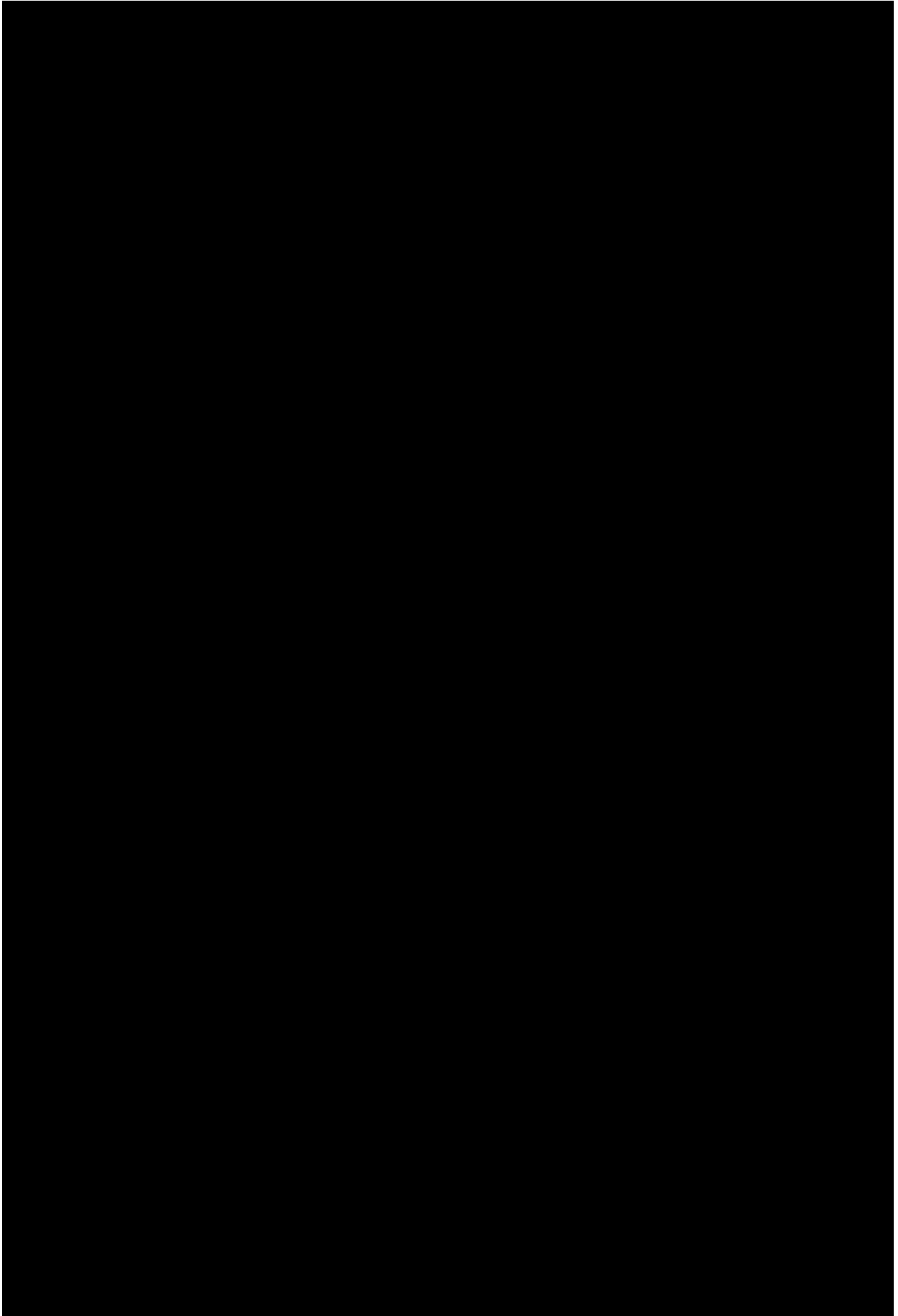


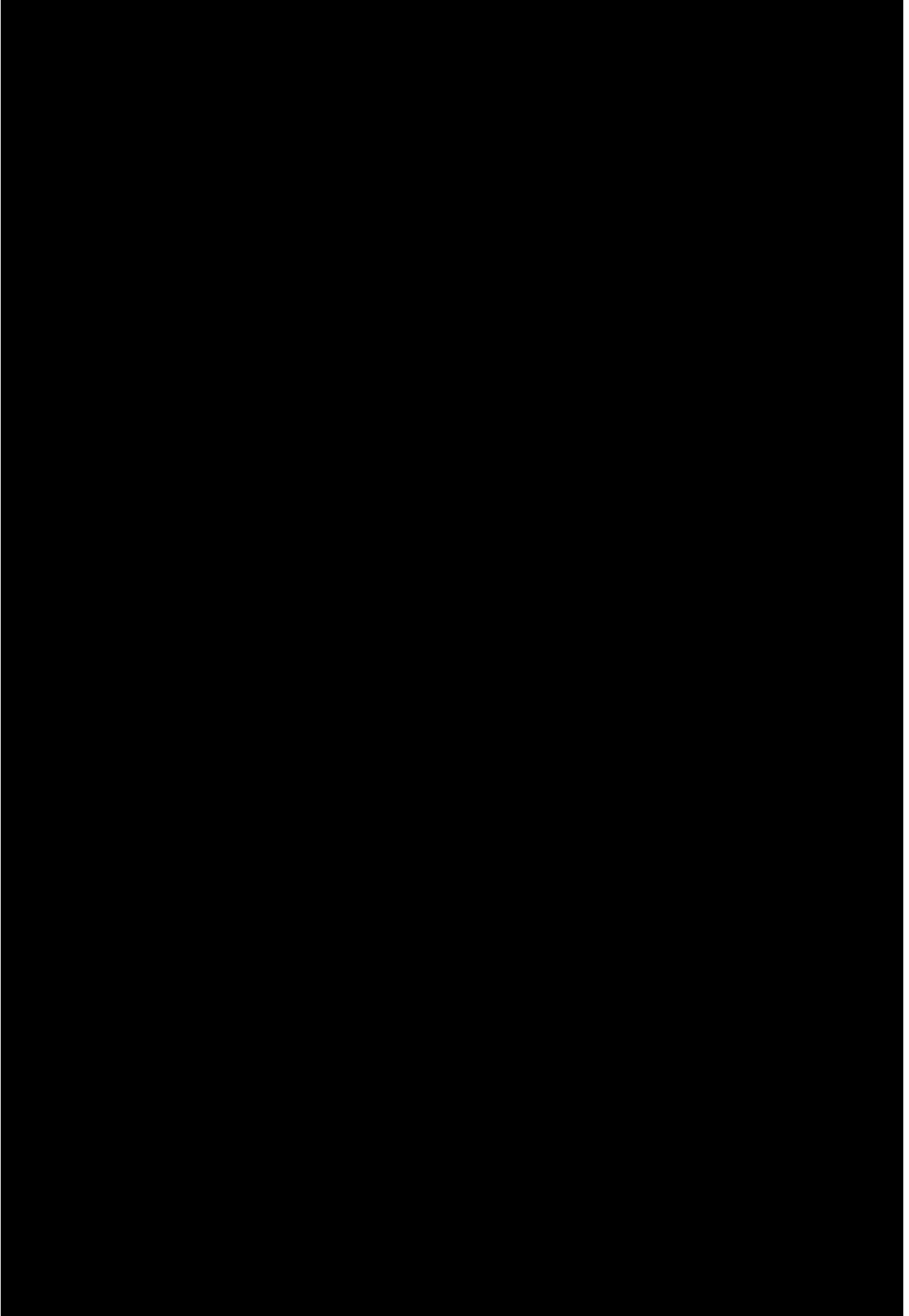


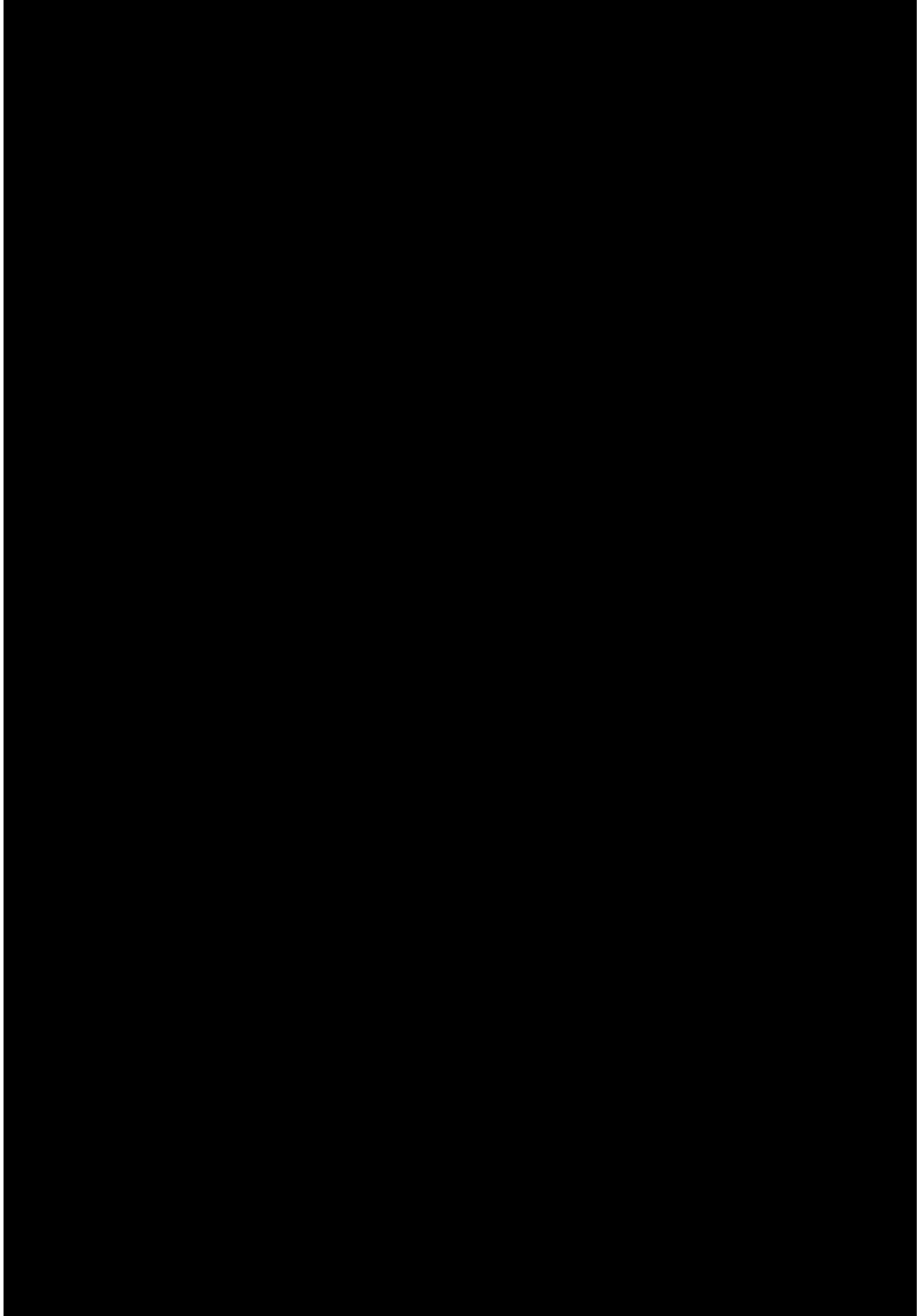


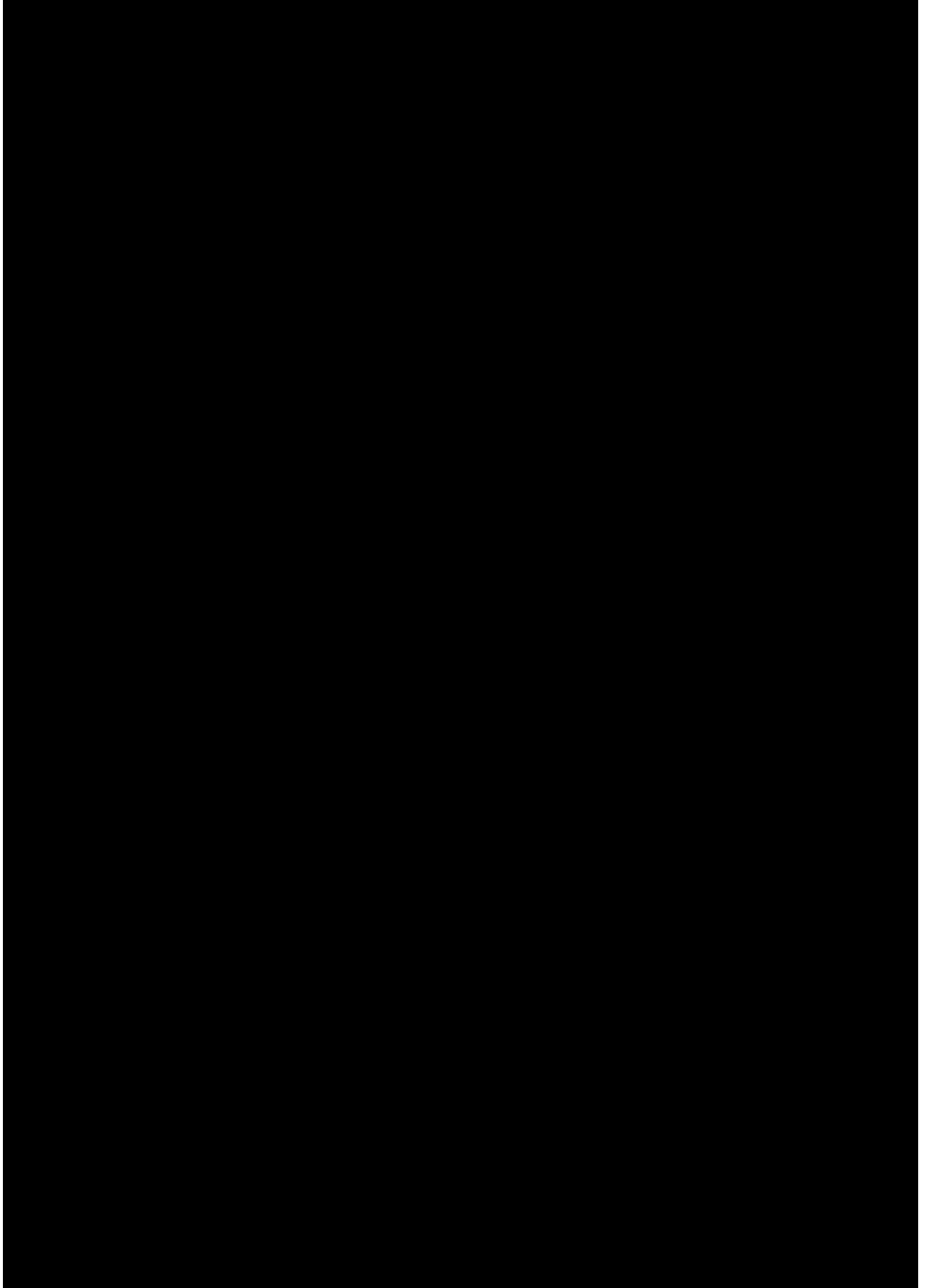


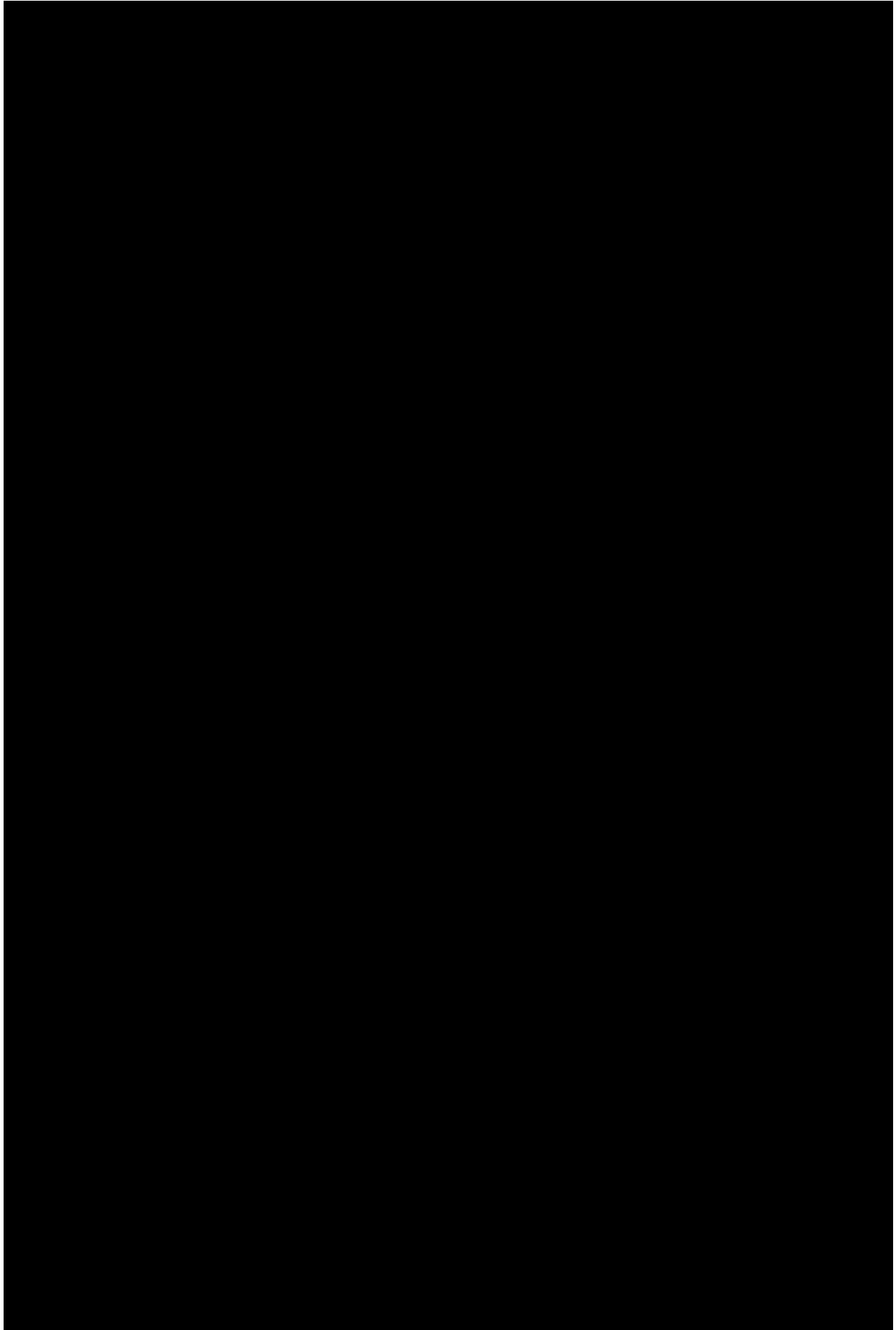


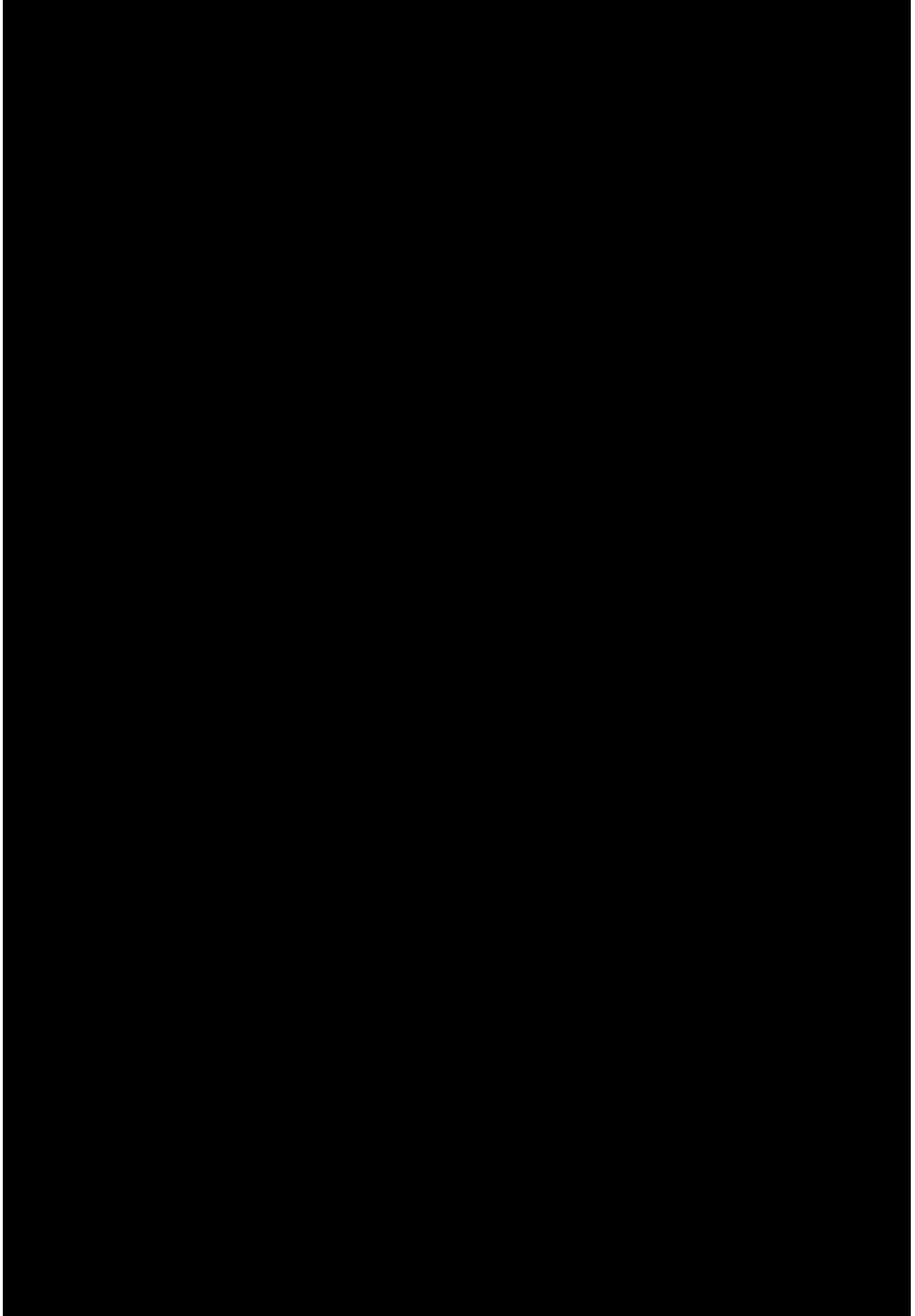


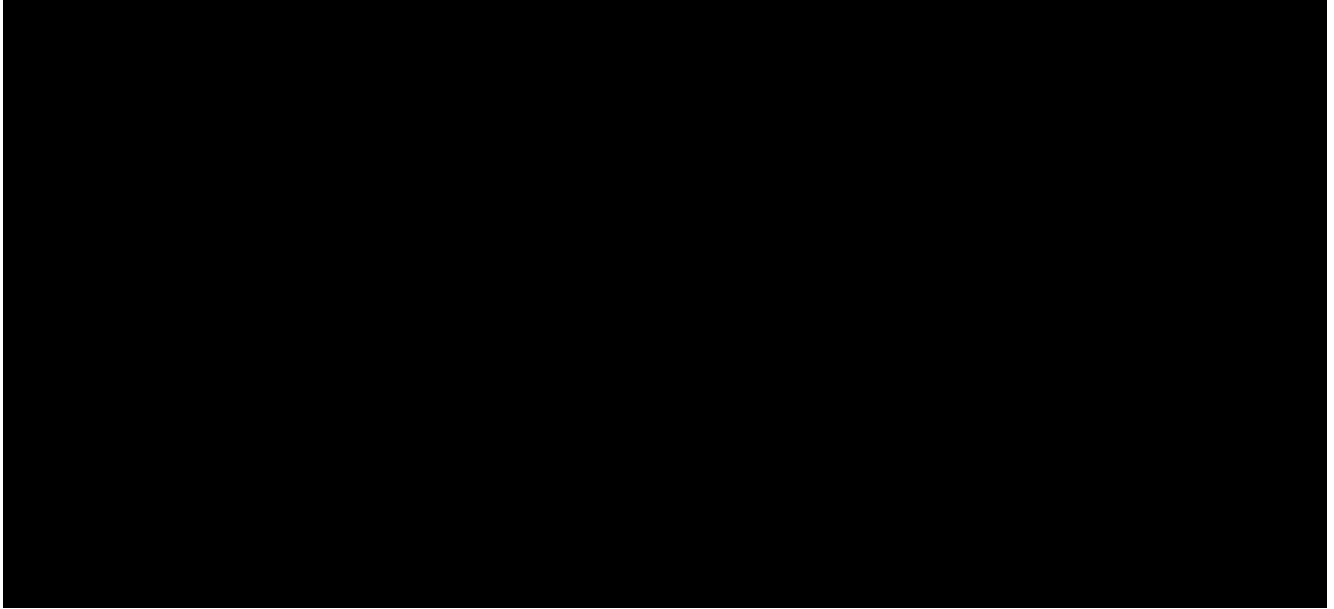












Seán Twomey (Senior Vice President, Nexus Water Group; President, Sunshine Water Services)

Seán Twomey is a senior utility executive and professional engineer with deep, multi-jurisdictional experience leading regulated water and wastewater operations, capital planning, and regulatory strategy. In his current role as President of Sunshine Water Services Company and Senior Vice President within Nexus Water Group, he is responsible for overall business-unit leadership, including operations, finance, health and safety, environmental compliance, customer engagement, and regulatory and stakeholder relationships.

Before joining Sunshine, he held executive leadership roles across Corix's regulated water and wastewater platforms in the U.S. and Canada, including the Nevada and Arizona Business Unit President responsibilities and, earlier, Vice President of Operations for Canadian Water Utilities overseeing both owned utilities and a large portfolio of contract operations. His background includes regional general manager roles managing multi-site utility teams and budgets, and earlier project leadership on major water and wastewater infrastructure, including design-build-operate delivery of a large wastewater treatment plant project and engineering of packaged utility infrastructure such as lift stations and related facilities. He has also presented testimony before utility regulators, reflecting hands-on experience at the intersection of utility operations, compliance, and ratemaking proceedings.

Jeffrey Kaiser (Vice President of Engineering, Nexus Water Group, Sunshine Water Services)

Jeffrey Kaiser is a professional engineer with 40 years of experience in the water and wastewater industry and nearly 18 years of experience in various leadership roles with regulated water and wastewater utilities. In his current role as Vice President of Engineering for Nexus Water Group, Jeffrey assists Sunshine Water Services Company (Sunshine) with the planning and execution of capital projects, new development, and operations. He is responsible for large and/or complex capital projects, coordination with developers for engineering and construction of new water and wastewater infrastructure, and the adherence to regulatory requirements.

Before joining Nexus Water Group and Sunshine, Jeffrey served as the Vice President of Operations for Missouri American Water Company, a regulated water and wastewater utility with roughly 500,000 customer connections, 25 water treatment plants and more than 70 wastewater treatment facilities. Prior to his role at Missouri American Water Company, Jeffrey held numerous utility positions including the Director of State Procurement for the American Water Works Company.

Jeffrey has served on the Board of Directors of three separate regulated utilities, provided testimony in a dozen rate proceedings in three states, and managed the planning, design, and construction of roughly \$2 billion of capital improvements.

WATER TARIFF

FIRST COAST REGIONAL UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL-REVISED FIRST SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WATER TARIFF

FIRST COAST REGIONAL UTILITIES, INC.
NAME OF COMPANY

200 Weathersfield Avenue

Altamonte Springs, Florida 32714
Post Office Box 238

Lake Butler, Florida 32054
(ADDRESS OF COMPANY)

(866) 842-8432
(386) 496-3509
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050176

FIRST COAST REGIONAL UTILITIES, INC.

ORIGINAL SHEET NO. 2.0

WATER TARIFF
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 2022-0083

SEÁN TWOMEY WS-
 ROBERT KENNELLY
 ISSUING OFFICER

PRESIDENT
 TIT 050177

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 680-W

COUNTIES – Baker, Duval and Nassau

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-2022-0193-FOF-WS	05/25/2022	20190168-WS	Original Certificate

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2022-0083

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PRESIDENT
TIT050178

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.1

DESCRIPTION OF TERRITORY SERVED

301 Parcel

A portion of Sections 28, 31, 32 and 33, Township 2 South, Range 23 East, all of Sections 4, 5, 6, 7, 8, 9 and 17, and a portion of Sections 3, 10, 15, 16, 18, 19, 20, 21, 28, 29 and 30, Township 3 South, Range 23 East, Duval County, Florida, together with a portion of Section 36, Township 2 South, Range 22 East, all of Sections 12, 13 and 24, and a portion of Sections 1, 11, 14, 23, 25 and 26, Township 3 South, Range 22 East, Baker County, Florida, together with a portion of Sections 29, 30 and 31, Township 2 South, Range 23 East, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of Section 31, said Township 2 South, Range 23 East; thence North 00°01'21" West, along the Westerly line of said Section 31, said line also being the dividing line between said Baker and Nassau counties, a distance of 2,796.10 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 00°01'21" West, along the Westerly lines of said Sections 31 and 30, Township 2 South, Range 23 East, a distance of 4,344.06 feet to its intersection with the Southeasterly right of way line of U.S. Highway No. 90 (State Road No. 10), a variable width right of way as presently established; thence Northeasterly along said Southeasterly right of way line the following 12 courses: Course 1, thence North 83°43'11" East, departing said Westerly line, 35.46 feet to the point of curvature of a curve concave Northwesterly having a radius of 1,465.39 feet; Course 2, thence Northeasterly along the arc of said curve, through a central angle of 17°28'30", an arc length of 446.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 74°58'56" East, 445.21 feet; Course 3, thence North 66°14'41" East, 2,919.19 feet; Course 4, thence South 23°45'19" East, 67.00 feet; Course 5, thence North 66°14'41" East, 2,423.53 feet to a point lying on the Westerly line of said Section 29, Township 2 South, Range 23 East; Course 6, thence North 01°03'23" East, along said Westerly line, 73.81 feet; Course 7, thence North 66°14'41" East, departing said Westerly line, 473.55 feet; Course 8, thence South 23°45'19" East, 24.28 feet; Course 9, thence North 66°14'41" East, 820.21 feet; Course 10, thence North 23°45'19" West, 24.28 feet; Course 11, thence North 66°14'41" East, 1,328.45 feet to the point of curvature of a curve concave Southeasterly having a radius of 1,399.39 feet; Course 12, thence Northeasterly along the arc of said curve, through a central angle of 12°25'11", an arc length of 303.34 feet to a point lying on the Westerly line of the Northeast one-quarter of said Section 29, also being the Westerly line of those lands described and recorded in Official Records Book 1417, page 135, of the Public Records of said Nassau County, said arc being subtended by a chord bearing and distance of North 72°27'16" East, 302.75 feet; thence South 00°37'00" West, departing said Southeasterly right of way line and along said Westerly line, 2,636.77 feet to a point lying on the Northerly right of way line of CSX Railroad, a variable width right of way as presently established; thence Westerly along said Northerly right of way

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SEÁN TWOMEY WS-
ROBERT KENNELLY
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PRESIDENT
TITLE 050179

(Continued to Sheet No. 3.2)

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2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050180

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.2

(Continued from Sheet No. 3.1)

line the following 3 courses: Course 1, thence South 83°25'36" West, departing said Westerly line, 50.82 feet; Course 2, thence South 02°02'34" West, 50.57 feet; Course 3, thence South 83°25'36" West, 430.31 feet to a point lying on the Northerly line of the Northeast one-quarter of the Southwest one quarter of said Section 29; thence North 89°45'25" West, departing said Northerly right of way line and along said Northerly line, 891.56 feet to the Northwest corner of said Northeast one-quarter of the Southwest one-quarter of Section 29; thence South 00°17'37" West, along the Westerly line of said Northeast one-quarter of the Southwest one-quarter, a distance of 1,369.31 feet to the Northeast corner of the Southwest one-quarter of said Southwest one-quarter; thence South 89°48'34" West, along the Northerly line of said Southwest one-quarter of the Southwest one-quarter of said Section 29, a distance of 1,336.66 feet to the Northwest corner of said Southwest one-quarter of the Southwest one-quarter; thence South 01°03'23" West, along the Westerly line of said Section 29, a distance of 1,367.61 feet to the Southwest corner of said Section 29; thence North 89°46'35" East, along the Southerly line of said Section 29, a distance of 5,419.51 feet to the Southeast corner thereof; thence North 00°09'35" East, along the Easterly line of said Section 29, a distance of 2,685.44 feet to the Southwest corner of the Northwest one-quarter of said Section 28; thence North 89°51'30" East, along the Southerly line of said Northwest one-quarter, 2,349.72 feet to the Northwest corner of the Southeast one-quarter of said Section 28; thence South 01°00'44" West, along the Westerly line of said Southeast one-quarter, said line also being the Westerly line of those lands described and recorded in Official Records Book 9245, page 2273, along the Westerly line of those lands described and recorded in Official Records Book 9190, page 4192, and the Westerly line of those lands described and recorded in Official Records Book 12628, page 1025, all of the current Public Records of said Duval County, a distance of 2,699.45 feet to the Southwest corner of said Southeast one-quarter; thence North 89°56'32" East, along the Southerly line of said Section 28, a distance of 990.82 feet to a point lying on the Northerly limited access right of way line of Interstate No. 10 (State Road No. 8) a variable width limited access right of way per Florida Department of Transportation Right of Way Map Section 72270-2401; thence Southwesterly along said Northerly limited access right of way line the following 3 courses: Course 1, thence South 85°45'37" West, departing said Southerly line, 4,434.27 feet to the point of curvature of a curve concave Southerly having a radius of 23,068.31 feet; Course 2, thence Westerly along the arc of said curve, through a central angle of 06°33'27", an arc length of 2,640.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 82°28'54" West, 2,638.73 feet; Course 3, thence South 79°12'10" West, 3,013.43 feet to its intersection with the line dividing said Nassau and Duval Counties; thence South 46°06'56" West, departing said Northerly limited access right of way line and along said dividing line, 4,887.43 feet; thence Due South, departing said dividing line and along the Westerly line of those lands described and recorded in Official Records Book 18162, page 1115, of the current Public Records of said Duval County, a distance of 438.28 feet to the Southwesterly corner thereof; thence Easterly along the Southerly line of said Official Records Book 18162, page 1115, the following 12 courses: Course 1, thence South 89°08'52" East, 4,708.98 feet; Course 2, thence North 89°59'13" East, 5,245.32 feet; Course 3, thence South 89°47'34" East, 5,252.38

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SEÁN TWOMEY WS-
ROBERT KENNELLY
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PRESIDENT
TIT 050181

(Continued to Sheet No. 3.3)

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050182

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.3

(Continued from Sheet No. 3.2)

feet; Course 4, thence North 89°36'51" East, 833.91 feet; Course 5, thence South 29°17'25" East, 198.21 feet; Course 6, thence South 50°34'45" East, 114.79 feet; Course 7, thence South 38°07'06" East, 849.24 feet to the point of curvature of a curve concave Northeasterly having a radius of 520.00 feet; Course 8, thence Southeasterly along the arc of said curve, through a central angle of 46°18'27", an arc length of 420.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 61°16'20" East, 408.93 feet; Course 9, thence South 84°25'33" East, 493.91 feet to the point of curvature of a curve concave Northerly having a radius of 1,000.00 feet; Course 10, thence Easterly along the arc of said curve, through a central angle of 13°01'31", an arc length of 227.33 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 89°03'42" East, 226.84 feet; Course 11, thence North 82°32'56" East, 145.54 feet; Course 12, thence North 89°27'34" East, 771.07 feet to the Southeasterly corner thereof, said corner lying on the Westerly right of way line of U.S. Highway No. 301, a variable width right of way as presently established; thence Southwesterly along said Westerly right of way line the following 5 courses: Course 1, thence South 18°55'48" West, 1,785.80 feet; Course 2, thence South 18°55'47" West, 5,851.81 feet; Course 3, thence South 18°56'27" West, 1,781.26 feet; Course 4, thence North 71°02'55" West, 32.00 feet; Course 5, thence South 18°57'05" West, 1,024.91 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 10507, page 1524, of said current Public Records of Duval County; thence North 00°30'52" East, departing said Westerly right of way line and along said Easterly line, 459.40 feet to a point lying on the Northerly line of said Section 15; thence North 89°30'18" West, departing said Easterly line and along said Northerly line, 105.00 feet to the Southeast corner of those lands described and recorded in Deed Book 144, page 318, of said current Public Records of Duval County; thence Northerly, Westerly and Southerly along the boundary of last said lands the following 3 courses: Course 1, thence North 01°10'37" East, departing said Northerly line of Section 15, a distance of 225.00 feet; Course 2, thence North 89°30'18" West, 225.00 feet to a point lying on the Westerly line of said Section 10; Course 3, thence South 01°10'37" West, along said Westerly line, 225.00 feet to the Southwest corner of said Deed Book 144, page 318, and the Northwest corner of said Section 15; thence South 00°30'52" West, along the Westerly line of said Section 15, a distance of 990.00 feet to the Southwest corner of said Official Records Book 10507, page 1524; thence South 89°30'18" East, along the Southerly line of last said lands, 153.09 feet to a point lying on said Westerly right of way line of U.S. Highway No. 301; thence Southwesterly along said Westerly right of way line the following 9 courses: Course 1, thence South 18°57'05" West, departing said Southerly line, 4,565.72 feet; Course 2, thence South 71°18'37" East, 32.09 feet; Course 3, thence South 18°48'12" West, 91.40 feet; Course 4, thence South 19°02'58" West, 1,903.63 feet; Course 5, thence South 18°58'32" West, 854.92 feet; Course 6, thence North 71°01'28" West, 22.00 feet; Course 7, thence South 18°58'00" West, 3,713.49 feet; Course 8, thence South 71°02'00" East, 22.00 feet; Course 9, thence South 18°58'03" West, 238.56 feet to its intersection with the Northerly line of Lot 11, Section 28, as depicted

(Continued to Sheet No. 3.4)

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SEÁN TWOMEY WS-
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PRESIDENT
TIT 050183

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.4

(Continued from Sheet No. 3.3)

on Plat of Maxville and Maxville Farms, recorded in Plat Book 3, page 94, of said current Public Records of Duval County; thence South 89°56'02" West, departing said Westerly right of way line, along said Northerly line of Lot 11 and along the Northerly line of Lot 10, said Section 28 of said plat, 1,035.38 feet to the Northwest corner of said Lot 10; thence South 00°19'39" West, along the Westerly line of said Lot 10, a distance of 1,326.85 feet to the Southwest corner of said Lot 10; thence South 89°51'06" East, along the Southerly line of said Lot 10, a distance of 586.01 feet to a point lying on said Westerly right of way line of U.S. Highway No. 301; thence South 18°58'03" West, departing said Southerly line and along said Westerly right of way line, 411.90 feet to its intersection with the Northerly line of Lot 14, Block 67 of said plat; thence North 71°00'26" West, departing said Westerly right of way line, along said Northerly line of Lot 14 and along the Northerly line of Lots 13 through 11, said Block 67, a distance of 161.05 feet to the Northwest corner of said Lot 11; thence South 18°59'34" West, along the Westerly line of said Lot 11, a distance of 180.00 feet to the Southwest corner of said Lot 11; thence North 71°00'26" West, along the Southerly line of said Block 67, a distance of 90.00 feet to the Southwest corner of said Block 67; thence North 18°59'34" East, along the Westerly line of said Block 67, a distance of 180.00 feet to the Northwest corner of Lot 9, said Block 67; thence North 71°00'26" West, along the Easterly prolongation of the Northerly line of Lot 16, Block 68 of said plat, and along the Northerly line of Lots 16 through 9, said Block 68, a distance of 390.00 feet to the Northwest corner of said Lot 9; thence South 18°59'34" West, along the Westerly line of said Block 68, a distance of 180.00 feet to the Southwest corner of said Block 68; thence North 71°00'26" West, along the Westerly prolongation of the Southerly line of said Block 68, a distance of 30.00 feet to the Southeast corner of Block 69 of said plat; thence South 18°59'36" West, 80.00 feet to the Northeast corner of Block 50 of said plat; thence South 18°54'10" West, along the Easterly line of said Block 50, a distance of 178.95 feet to the Northeast corner of Lot 14, said Block 50; thence North 71°05'50" West, along the Northerly line of Lots 14 through 12, said Block 50, a distance of 135.00 feet to the Northwest corner of said Lot 12; thence South 18°54'10" West, along the Westerly line of said Lot 12 and its Southerly prolongation, 258.34 feet to a point lying on the Northerly line of Block 49 of said plat; thence South 71°05'50" East, along said Northerly line and its Easterly prolongation, and along the Northerly line of Block 48 of said plat, 255.00 feet to the Northwest corner of Lot 6, said Block 48; thence South 18°54'10" West, along the Westerly line of said Lot 6, a distance of 178.34 feet to the Southwest corner of said Lot 6; thence South 71°05'50" East, along the Southerly line of said Lot 6, a distance of 45.00 feet to the Southeast corner of said Lot 6; thence North 18°54'10" East, along the Easterly line of said Lot 6 and its Northerly prolongation, and along the Easterly line of Lot 11, Block 51 of said plat, 436.68 feet to the Northeast corner of said Lot 11; thence North 71°05'50" West, along the Northerly line of said Lot 11, a distance of 45.00 feet to the Southeast corner of Lot 7, said Block 51; thence North 18°54'10" East, along the Easterly line of said Lot 7, a distance of 178.77 feet to the Northeast corner of said Lot 7; thence South 71°00'26" East, along the Northerly line of said Block 51 and its Easterly prolongation,

(Continued to Sheet No. 3.5)

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PRESIDENT
TIT 050184

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.5

(Continued from Sheet No. 3.4)

and along the Northerly line of Block 52 of said plat, 551.17 feet to a point lying on said Westerly right of way line of U.S. Highway No. 301; thence South 18°58'03" West, departing said Northerly line and along said Westerly right of way line, 356.24 feet to its intersection with the Southerly line of said Block 52; thence North 71°05'50" West, departing said Westerly right of way line and along said Southerly line and its Westerly prolongation, 280.76 feet to the Southeast corner of said Block 51; thence South 18°54'10" West, along the Northerly prolongation of the Easterly line of said Block 48 and along said Easterly line, 258.34 feet to the Northeast corner of Lot 16, said Block 48; thence North 71°05'50" West, along the Northerly line of said Lot 16, a distance of 45.00 feet to the Northwest corner of said Lot 16; thence South 18°54'10" West, along the Westerly line of said Lot 16 and its Southerly prolongation, 258.34 feet to the Northwest corner of Lot 1, Block 31 of said plat; thence South 71°05'50" East, along the Northerly line of said Block 31, a distance of 45.00 feet to the Northeast corner of said Block 31; thence South 18°54'10" West, along the Easterly line of said Block 31, a distance of 356.69 feet to the Southeast corner of said Block 31; thence North 71°05'50" West, along the Southerly line of said Block 31 and its Westerly prolongation, 405.37 feet to a point lying on the Easterly line of said Section 29, Township 3 South, Range 23 East; thence North 00°19'41" East, along said Easterly line, 4,219.23 feet to the corner common to said Sections 20, 21, 28 and 29; thence North 89°51'06" West, along the Northerly line of said Section 29, a distance of 2,621.91 feet to the Northwest corner of the East one-half of said Section 29; thence South 00°32'07" West, departing said Northerly line and along the Westerly line of said East one-half of Section 29, a distance of 3,956.58 feet to the Southwest corner of Lot 20, Section 29, said Plat of Maxville and Maxville Farms; thence South 89°57' 47" East, along the Southerly line of said Lot 20 and along the Southerly line of Lot 19, Section 29, said plat, a distance of 1,250.59 feet to the Northwest corner of those lands described and recorded in Official Records Book 17906, page 1508, of said current Public Records of Duval County; thence South 00°18'53" West, along the Westerly line of last said lands, 1,071.87 feet to the Southwest corner thereof, said corner lying on the Northerly right of way line of County Road No. 228 (Maxville Macclenny Highway), a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 3 courses: Course 1, thence South 86°24'08" West, 2,689.67 feet to the point of curvature of a curve concave Northerly having a radius of 11,399.16 feet; Course 2, thence Westerly along the arc of said curve, through a central angle of 03°50'21", an arc length of 763.84 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°19'19" West, 763.70 feet; Course 3, thence North 89°45'30" West, 2,988.94 feet to its intersection with the Easterly line of Lot 28, Section 30, said Plat of Maxville and Maxville Farms; thence North 00°37'29" West, departing said Northerly right of way line and along said Easterly line, 1,266.06 feet to the Northeast corner of said Lot 28; thence North 89°48'21" West, along the Northerly line of said Lot 28 and Lot 27, said Section 30, a distance of 1,329.53 feet to the Northeast corner of Lot 26, said Section 30 of said plat; thence North 89°59'50" West, along the Northerly line of said Lot 26 and Lot 25, said Section 30, and its Westerly prolongation, a distance of 1,293.71 feet to a point lying on the Westerly line of said Section 30, also being the line dividing said Baker and Duval

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SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TITLE 050185

(Continued to Sheet No. 3.6)

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2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050186

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.6

(Continued from Sheet No. 3.5)

Counties; thence South 00°25'12" West, along said dividing line, 1,197.72 feet to a point lying on the Northeasterly right of way line of said County Road No. 228; thence Northwesterly along said Northeasterly right of way line the following 5 courses: Course 1, thence South 00°27'02" West, continuing along said dividing line, 10.22 feet to a point on a curve concave Northeasterly having a radius of 2,814.79 feet; Course 2, thence Northwesterly departing said diving line and along the arc of said curve, through a central angle of 29°38'35", an arc length of 1,456.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 62°56'16" West, 1,440.10 feet; Course 3, thence North 48°06'59" West, 4279.13 feet; Course 4, thence North 48°05'02" West, 1,951.98 feet to a point on a curve concave Northeasterly having a radius of 1,742.47 feet; Course 5, thence Northwesterly along the arc of said curve, through a central angle of 19°23'33", an arc length of 589.77 feet to its intersection with the Southerly line of said Section 23, said arc being subtended by a chord bearing and distance of North 38°18'20" West, 586.95 feet; thence North 88°35'30" West, departing said Northerly right of way line and along said Southerly line, 330.65 feet to the Southwesterly corner of the Easterly one-quarter of said Section 23; thence North 01°11'40" East, departing said Southerly line and along the Westerly line of said Easterly one-quarter, 22.27 feet; thence North 48°06'08" West, departing said Westerly line, 758.73 feet to a point on a curve concave Northeasterly having a radius of 3,645.43 feet; thence Northwesterly along the arc of said curve, through a central angle of 43°58'14", an arc length of 2,797.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 26°03'11" West, 2,729.46 feet; thence North 04°00'15" West, 7,196.95 feet to the point of curvature of a curve concave Westerly having a radius of 1,345.00 feet; thence Northerly along the arc of said curve, through a central angle of 29°32'07", an arc length of 693.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 18°46'19" West, 685.68 feet; thence North 49°13'56" East, 9.19 feet to a point lying on the Southwesterly right of way line of said County Road No. 228; thence North 40°46'21" West, along said Southwesterly right of way line, 1,001.38 feet to its intersection with the Westerly prolongation of the Northwesterly line of Tract 1, as described and recorded in Instrument No. 201600003581, of the Public Records of said Baker County; thence North 75°50'34" East, departing said Southwesterly right of way line, along said Westerly prolongation and along said Northwesterly line, 1,401.89 feet to the point of curvature of a curve concave Northwesterly having a radius of 1,909.86 feet; thence Northeasterly, continuing along said Northwesterly line and along the arc of said curve, through a central angle of 41°38'58", an arc length of 1,388.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 55°01'07" East, 1,357.95 feet; thence North 34°11'36" East, continuing along said Northwesterly line, 13,246.82 feet to its intersection with the Southerly limited access right of way line of said Interstate No. 10; thence North 79°12'10" East, along said Southerly limited access right of way line, 51.63 feet to the Point of Beginning.

Less and Except from the above described lands the following:

(Continued to Sheet No. 3.7)

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2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050187

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.7

(Continued from Sheet No. 3.6)

Less and Except Parcel A (Revised)

A portion of Sections 18 and 19, Township 3 South, Range 23 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 19; thence North 00°28'56" East, along the West line of said Section 19, a distance of 1,000.02 feet to the Point of Beginning.

From said Point of Beginning, continue North 00°28'56" East, along said West line of Section 19, a distance of 4,246.29 feet to the Northwesterly corner thereof; continue North 00°29'20" East, along the West line of said Section 18, a distance of 4,646.30 feet; thence South 89°40'53" East, departing said West line, 4,665.72 feet, said line being parallel and 600.00 feet Southerly of the North line of said Section 18; thence South 00°54'39" West, parallel and 616.98 feet Westerly of the East line of said Section 18, a distance of 4,625.31 feet to a point lying on the South line of said Section 18; thence South 00°53'22" West, parallel and 616.98 feet Westerly of the East line of said Section 19, a distance of 682.99 feet; thence South 89°06'38" East, 616.98 feet to a point lying on the East line of said Section 19; thence South 00°53'22" West, along said East line, 700.02 feet; thence North 89°06'38" West, departing said East line, 616.98 feet; thence South 00°53'22" West, parallel and 616.98 feet Westerly of the East line of said Section 19, a distance of 2,871.05 feet; thence North 89°51'04" West, parallel and 1,000.00 feet Northerly of the South line of said Section 19, a distance of 4,600.88 feet to the Point of Beginning.

Less and Except Parcel B

A portion of Section 20, Township 3 South, Range 23 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, begin at the Northwest corner of said Section 20; thence South 00°53'22" West, along the West line of said Section 20, a distance of 1,091.96 feet to the Point of Beginning.

From said Point of Beginning, thence North 89°38'47" East, departing said West line, 1,396.84 feet; thence South 73°54'19" East, 624.12 feet; thence South 69°40'09" East, 1,692.00 feet; thence South 58°49'25" East, 1,913.07 feet to a point lying on the East line of said Section 20; thence South 00°55'09" West, along said East line, 127.49 feet; thence North 48°44'13" West, departing said East line, 57.82 feet; thence North 58°49'25" West, 1,910.90 feet; thence North 69°40'09" West, 1,678.81 feet; thence North 73°54'19" West, 605.97 feet; thence South 89°38'47" West, 1,384.55 feet to a point lying on the West line of said Section 20; thence North 00°53'22" East, along said West line, 100.02 feet to the Point of Beginning.

(Continued to Sheet No. 3.8)

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TITLE 050188

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050189

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.8

(Continued from Sheet No. 3.7)

Less and Except Parcel C (Revised)

A portion of Section 21, Township 3 South, Range 23 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 21; thence North 00°55'09" East, along the West line of said Section 21, a distance of 2,305.48 feet to the Point of Beginning.

From said Point of Beginning, continue North 00°55'09" East, along said West line, 127.49 feet; thence South 49°30'26" East, departing said West line, 210.33 feet; thence South 48°44'13" East, 1,989.21 feet; thence North 41°15'47" East, 85.00 feet; thence South 48°44'13" East, 217.74 feet to the point of curvature of a curve concave Northeasterly and having a radius of 576.50 feet; thence Southeasterly, along and around the arc of said curve, through a central angle of 11°14'16", an arc distance of 113.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 54°21'21" East, 112.89 feet; thence South 59°58'29" East, 120.84 feet to the point of curvature of a curve concave Northeasterly and having a radius of 643.90 feet; thence Southeasterly, along and around the arc of said curve, through a central angle of 11°00'00", an arc distance of 123.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 65°28'29" East, 123.43 feet; thence South 70°58'29" East, 146.25 feet to a point lying on the Northwesterly right-of-way line of U.S. Highway No. 301, a 206 foot right-of-way as presently established; thence South 18°58'00" West, along said Northwesterly right-of-way line, 397.77 feet; thence North 48°44'13" West, departing said Northwesterly right-of-way line, 853.10 feet; thence North 41°15'47" East, 57.53 feet; thence North 48°44'13" West, 2,116.98 feet to the Point of Beginning.

Less and Except Parcel D

A portion of Sections 13 and 24, Township 3 South, Range 22 East, Baker County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 24; thence North 00°28'56" East, along the East line of said Section 24, a distance of 1,513.79 feet to the Point of Beginning.

From said Point of Beginning, thence North 89°29'14" West, departing said East line of Section 24, a distance of 200.14 feet; thence North 00°29'09" East, a distance of 5,231.52 feet; thence South 89°30'49" East, 199.98 feet to a point lying on the East line of said Section 13; thence South 00°29'20" West, along the East line of said Section 13, a distance of 1,499.07 feet to the Northeast corner of said Section 24; thence South 00°28' 56" East, along said East line of Section 24, a distance of 3,732.53 feet to the Point of Beginning.

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050190

(Continued to Sheet No. 3.9)

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050191

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.9

(Continued from Sheet No. 3.8)

Less and Except a portion of Sections 19 and 30, Township 3 South, Range 23 East, Duval County, Florida, being all of Tracts 2 through 15, and Tracts 19 through 24, and a portion of Tracts 1, 16, 18, and Tracts 29 through, 31, all as depicted Plat of Maxville and Maxville Farms, recorded in Plat Book 3, page 94 of the current Public Records of said Duval County, being more particularly described as follows.

For a Point of Beginning, commence at the Southwest corner of said Section 19, thence North 00°28'56" East, along the Westerly line of said Section 19, a distance of 1,000.02 feet to the Southwest corner of those lands described and recorded in Official Records Volume 7245, page 898 of said current Public Records; thence South 89°51'04" East, departing said Westerly line and along the Southerly line of said Official Records Volume 7245, page 898, a distance of 4,600.88 feet; thence South 00°54'03" West, departing said Southerly line, 6,225.09 feet to a point lying on the Northerly right of way line of Maxville Macclenny Highway, a variable width right of way as presently established; thence North 89°45'30" West, along said Northerly right of way line, 1,906.17 feet to a point lying on the Easterly line of Tract 28, Section 30, said Plat of Maxville and Maxville Farms; thence North 00°37'29" West, departing said Northerly right of way line and along said Easterly line, 1,266.06 feet to the Northeast corner of said Tract 28; thence North 89°48'21" West, along the Northerly line of said Tract 28, and along the Northerly line of Tract 27, said Section 30, a distance of 1,329.53 feet to the Northeast corner of Tract 26, said Section 30; thence North 89°59'50" West, along the Northerly line of said Tract 26, and along the Northerly line of Tract 25, said Section 30, a distance of 1,293.71 feet to point lying on the Westerly line of said Section 30; thence Northerly along said Westerly line the following 3 courses: Course 1, thence North 00°28'42" East, 1,318.91 feet to the Southwest corner of those lands described and recorded in Official Records Volume 8083, page 2485, of said current Public Records; Course 2, thence North 00°27'02" East, along the Westerly line of said Official Records Volume 8083, page 2485, a distance of 1,319.15 feet to the Northwesterly corner thereof, Course 3, thence continue North 00°27'02" East, 1,319.77 feet to the Point of Beginning.

Less and Except any portion lying within the limited access right of way of Interstate No. 10 (State Road No. 8), a variable width limited access right of way as presently established.

Less and Except any portion lying within the right of way of County Road No. 228 (Maxville Macclenny Highway), a variable width right of way as presently established.

Less and Except any portion lying within the right of way of CSX Railroad, a variable width right of way as presently established.

Less and except the sovereign lands of the State of Florida, if any, associated with Deep Creek.

Containing 11,983.15 acres, more or less.

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TITLE 050192

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheets No.</u>
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WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT050193

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 5.0

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is FIRST COAST REGIONAL UTILITIES, INC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WS- _____
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050194

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 6.0

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions.....	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
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Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
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Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements.....	9.0	15.0
Tariff Dispute.....	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Water	10.0	19.0

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050195

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2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050196

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 7.0

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050197

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 8.0

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050198

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 9.0

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly – as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

WS- _____
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050199

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 10.0

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050200

FIRST COAST REGIONAL UTILITIES, INC.
 WATER TARIFF

ORIGINAL SHEET NO. 11.0

INDEX OF RATES AND CHARGES SCHEDULES

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Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS	13.0

WS- -
 2022-0083

SEÁN TWOMEY WS-
 ROBERT KENNELLY
 ISSUING OFFICER

PRESIDENT
 TIT 050201

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 12.0

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 30.72
3/4"	\$ 46.08
1"	\$ 76.80
1 1/2" Turbine	\$ 153.60
2" Turbine	\$ 245.76
3" Turbine	\$ 537.60
Charge per 1,000 gallons	\$ 1.53

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - May 25, 2022

TYPE OF FILING - Original Certificate

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050202

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 13.0

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>	
5/8" x 3/4"	\$	30.72
Gallonge Charge		
0-3,000 gallons	\$	1.19
3,000-10,000 gallons	\$	1.78
Over 10,000 gallons	\$	3.56

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE – May 25, 2022

TYPE OF FILING – Original Certificate

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT050203

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 14.0

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$83.00	2x average estimated bill
All over 5/8" x 3/4"	2x average estimated bill	2x average estimated bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE – May 25, 2022

TYPE OF FILING – Original Certificate

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050204

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 15.0

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

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ROBERT KENNELLY
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PRESIDENT
TIT 050205

FIRST COAST REGIONAL UTILITIES, INC.
 WATER TARIFF

ORIGINAL SHEET NO. 16.0

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE - This charge is levied when a service representative visits a premises to discontinue service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill. It may also be levied when a service representative visits premises at the customer's request to (1) initiate service, (2) temporarily disconnect service, (3) reconnect service after temporary discontinuance, or (4) assess a service issue and it is found to be customer's responsibility.

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

Violation Reconnection Charge	Actual Cost
Premises Visit Charge	\$ 30.00
Late Payment Charge	\$ 7.50
NSF Check Charge	Pursuant to Section 68.065, F.S.

EFFECTIVE DATE – May 25, 2022

TYPE OF FILING – Original Certificate

WS- -
 2022-0083

SEÁN TWOMEY WS-
 ROBERT KENNELLY
 ISSUING OFFICER

PRESIDENT
 TIT 050206

FIRST COAST REGIONAL UTILITIES, INC.
 WATER TARIFF

ORIGINAL SHEET NO. 17.0

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	19.0
Service Availability Policy	18.0

WS- -
 2022-0083

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 ROBERT KENNELLY
 ISSUING OFFICER

PRESIDENT
 TIT 050207

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.0

SERVICE AVAILABILITY POLICY

Service availability charges are applicable when the Utility installs the infrasturcture.

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PRESIDENT
TIT 050208

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 19.0

SERVICE AVAILABILITY CHARGES

Main Extension Charge

Residential per ERC (270 GPD)	\$3,158.00
All Others per gallon.....	\$ 11.70

Meter Installation Charge

5/8" x 3/4"	\$ 285.00
All other meter sizes	Actual Cost

Plant Capacity Charge

Residential per ERC (270 GPD)	\$ 752.00
All Others per gallon.....	\$ 2.79

<u>Service Installation Charge</u>	\$ 610.00
--	-----------

EFFECTIVE DATE – May 25, 2022

TYPE OF FILING – Original Certificate

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT050209

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 20.0

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE.....	21.0
COPY OF CUSTOMER'S BILL.....	22.0

WS- -
2022-0083

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ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050210

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

FIRST REVISED ORIGINAL SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

APPLICATION FOR WATER SERVICE

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050211

APPLICATION FOR SERVICE

First Coast Regional Utilities, Inc.
200 Weathersfield Ave
Altamonte Springs, FL 32714
Toll Free (866) 842-8432

Applicant Information:

Name: _____
Service Address: _____
City/State/Zip: _____
Lot Number: _____
Billing Address (if different): _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____
Paperless Billing: Yes No
**Is there a well located on this property? Yes No

Builder Information:

Name: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____

Office Use Only

System Name: _____ Service Class: _____

Service Type: _____ Meter Size: _____

*Connection Fees & Charges

Meter Fee	_____
Main Extension Charge	_____
Plant Capacity Charge	_____
Construction Fee	_____
AFPI Fee	_____
Total Due	_____

Five working days' notice must be given to First Coast Regional Utilities, Inc. for scheduling a new tap installation.

**Connection fees are non-refundable.*

***If you answered yes to the above question and there is an existing well on the property you will be responsible for installing a backflow prevention device which must be inspected prior to water being turned on.*

WS- _____
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050212

FIRST COAST REGIONAL UTILITIES, INC.

CUSTOMER REQUEST FOR NEW SERVICE

Acct No. _____ Date _____

Customer's Name _____ Owner's Name _____

Mailing Address _____ Mailing Address _____

Location, Street & No. _____ Lot No. _____ Block No. _____

Service Requested by _____ Date _____ Meter Size _____

Customer Charges

Water

Connection Fee \$ _____

Deposit \$ _____

Total \$ _____

I agree to take water and or sewer service from FIRST COAST REGIONAL UTILITIES, INC. in accordance with the appropriate rate schedule and in accordance with Company Rules and Regulations, or any superseding rate schedule and or Rule and Regulations and Ordinances.

Signed _____
(Customer)

Order
Taken By _____

WS- _____
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050213

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

REVISED FIRST-ORIGINAL SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

WS- -
2022-0083

SEÁN TWOMEY WS-
ROBERT KENNELLY
ISSUING OFFICER

PRESIDENT
TIT 050214

First Coast Regional Utilities, Inc. Post Office Box 238 Lake Butler, FL 32054				
Customer Name:			Amount Due:	
Account Number:				
Billing Date:			Amount Paid:	
Service Address:				

Make Checks Payable to First Coast Regional Utilities
 Please return the bottom portion with payment

WS- -
 2022-0083

SEÁN TWOMEY WS-
 ROBERT KENNELLY
 ISSUING OFFICER

PRESIDENT
 TIT050215

Customer Service: 8:30 AM - 4:30 PM, Mon. - Fri.
 Phone: 727-287-9920 Toll-free: 877-233-0101
 Emergencies: 877-233-0101
 Email: FLCustomerCare@nexuswg.com
 Website: www.swwc.com/florida

Account #:		Due Date:	
Invoice #:		Total Due (Auto Pay):	
Bill Date:			
For Service To:			

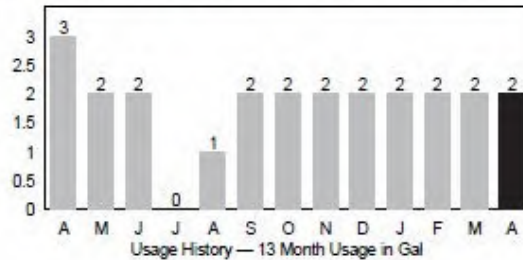
Service	From	To	# of Days	Previous	Current	Usage (Gal)	Meter #

Account Details

Previous Balance	\$	
Payment Received 04/15/2026 - Thank You	\$	
Balance Before Current Charges	\$	
Water Base	\$	
Water Usage	\$	
Total Current Charges	\$	
Total Account Balance	\$	
Total Amount Due After 05/15/2026	\$	

Messages

■ Moving? Move-Out Online at <https://account.mywater.us>.
 Address Change? Email us at FLCustomerCare@nexuswg.com



Late Charge Reminder -- A \$5.00 additional charge will apply to any unpaid balance after due date.

Please pay online at <https://account.mywater.us>, pay via phone at 727-287-9920, or detach and return the bottom portion with your payment.

2150 Town Square Place Suite 400
 Sugar Land, TX 77479

Account Number: [Redacted]
 Total Amount Due By 05/15/2026: [Redacted]

Autopay

Total due will be deducted from your account on or after 05/15/2026

[Redacted]

PO Box 361110
 Hoover, AL 35236-1110

WS- 2022-0083

SEÁN TWOMEY WS-
 ROBERT KENNELLY
 ISSUING OFFICER

PRESIDENT
 TIT 050216

WASTEWATER TARIFF

FIRST COAST REGIONAL UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

REVISED FIRST ORIGINAL SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

FIRST COAST REGIONAL UTILITIES, INC.
NAME OF COMPANY

Post Office Box 238200 Weathersfield Avenue
Lake Butler, Florida 32054 Altamonte Springs, Florida 32714
(ADDRESS OF COMPANY)

(866386) 496-3509842-8432
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS- 202_2_0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.

ORIGINAL SHEET NO. 2.0

WASTEWATER TARIFF

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Rules and Regulations	6.0
Service Availability Policy and Charges	16.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
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WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 578-S

COUNTY – Baker, Duval and Nassau

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-2022-0193-FOF-WS	05/25/2022	20190168-WS	Original Certificate

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.1

DESCRIPTION OF TERRITORY SERVED

301 Parcel

A portion of Sections 28, 31, 32 and 33, Township 2 South, Range 23 East, all of Sections 4, 5, 6, 7, 8, 9 and 17, and a portion of Sections 3, 10, 15, 16, 18, 19, 20, 21, 28, 29 and 30, Township 3 South, Range 23 East, Duval County, Florida, together with a portion of Section 36, Township 2 South, Range 22 East, all of Sections 12, 13 and 24, and a portion of Sections 1, 11, 14, 23, 25 and 26, Township 3 South, Range 22 East, Baker County, Florida, together with a portion of Sections 29, 30 and 31, Township 2 South, Range 23 East, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of Section 31, said Township 2 South, Range 23 East; thence North 00°01'21" West, along the Westerly line of said Section 31, said line also being the dividing line between said Baker and Nassau counties, a distance of 2,796.10 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 00°01'21" West, along the Westerly lines of said Sections 31 and 30, Township 2 South, Range 23 East, a distance of 4,344.06 feet to its intersection with the Southeasterly right of way line of U.S. Highway No. 90 (State Road No. 10), a variable width right of way as presently established; thence Northeasterly along said Southeasterly right of way line the following 12 courses: Course 1, thence North 83°43' 11" East, departing said Westerly line, 35.46 feet to the point of curvature of a curve concave Northwesterly having a radius of 1,465.39 feet; Course 2, thence Northeasterly along the arc of said curve, through a central angle of 17°28'30", an arc length of 446.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 74°58'56" East, 445.21 feet; Course 3, thence North 66°14'41" East, 2,919.19 feet; Course 4, thence South 23°45'19" East, 67.00 feet; Course 5, thence North 66°14'41" East, 2,423.53 feet to a point lying on the Westerly line of said Section 29, Township 2 South, Range 23 East; Course 6, thence North 01°03'23" East, along said Westerly line, 73.81 feet; Course 7, thence North 66°14'41" East, departing said Westerly line, 473.55 feet; Course 8, thence South 23°45'19" East, 24.28 feet; Course 9, thence North 66°14'41" East, 820.21 feet; Course 10, thence North 23°45'19" West, 24.28 feet; Course 11, thence North 66°14'41" East, 1,328.45 feet to the point of curvature of a curve concave Southeasterly having a radius of 1,399.39 feet; Course 12, thence Northeasterly along the arc of said curve, through a central angle of 12°25'11", an arc length of 303.34 feet to a point lying on the Westerly line of the Northeast one-quarter of said Section 29, also being the Westerly line of those lands described and recorded in Official Records Book 1417, page 135, of the Public Records of said Nassau County, said arc being subtended by a chord bearing and distance of North 72°27'16" East, 302.75 feet; thence South 00°37'00" West, departing said Southeasterly right of way line and along said Westerly line, 2,636.77 feet to a point lying on the Northerly right of way line of CSX Railroad, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 3 courses: Course 1, thence South 83°25'36" West, departing said Westerly line, 50.82 feet; Course 2, thence South 02°02'34" West, 50.57 feet; Course 3, thence South 83°25'36" West, 430.31 feet to a point lying on the Northerly line of the Northeast one-quarter of the Southwest one-quarter of said Section 29; thence North 89°45'25" West, departing said Northerly right of way line and along said Northerly line, 891.56 feet to the Northwest corner of said Northeast one-quarter of the Southwest one-quarter of Section 29; thence South 00°17'37" West, along the Westerly line of said Northeast one-quarter of the Southwest one-quarter, a distance of 1,369.31 feet to the Northeast corner of the Southwest one-quarter of said Southwest one-quarter; thence

(Continued to Sheet No. 3.2)

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ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.2

(Continued from Sheet No. 3.1)

South 89°48'34" West, along the Northerly line of said Southwest one-quarter of the Southwest one-quarter of said Section 29, a distance of 1,336.66 feet to the Northwest corner of said Southwest one-quarter of the Southwest one-quarter; thence South 01°03'23" West, along the Westerly line of said Section 29, a distance of 1,367.61 feet to the Southwest corner of said Section 29; thence North 89°46'35" East, along the Southerly line of said Section 29, a distance of 5,419.51 feet to the Southeast corner thereof; thence North 00°09'35" East, along the Easterly line of said Section 29, a distance of 2,685.44 feet to the Southwest corner of the Northwest one-quarter of said Section 28; thence North 89°51'30" East, along the Southerly line of said Northwest one-quarter, 2,349.72 feet to the Northwest corner of the Southeast one-quarter of said Section 28; thence South 01°00'44" West, along the Westerly line of said Southeast one-quarter, said line also being the Westerly line of those lands described and recorded in Official Records Book 9245, page 2273, along the Westerly line of those lands described and recorded in Official Records Book 9190, page 4192, and the Westerly line of those lands described and recorded in Official Records Book 12628, page 1025, all of the current Public Records of said Duval County, a distance of 2,699.45 feet to the Southwest corner of said Southeast one-quarter; thence North 89°56'32" East, along the Southerly line of said Section 28, a distance of 990.82 feet to a point lying on the Northerly limited access right of way line of Interstate No. 10 (State Road No. 8) a variable width limited access right of way per Florida Department of Transportation Right of Way Map Section 72270-2401; thence Southwesterly along said Northerly limited access right of way line the following 3 courses: Course 1, thence South 85°45'37" West, departing said Southerly line, 4,434.27 feet to the point of curvature of a curve concave Southerly having a radius of 23,068.31 feet; Course 2, thence Westerly along the arc of said curve, through a central angle of 06°33'27", an arc length of 2,640.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 82°28'54" West, 2,638.73 feet; Course 3, thence South 79°12'10" West, 3,013.43 feet to its intersection with the line dividing said Nassau and Duval Counties; thence South 46°06'56" West, departing said Northerly limited access right of way line and along said dividing line, 4,887.43 feet; thence Due South, departing said dividing line and along the Westerly line of those lands described and recorded in Official Records Book 18162, page 1115, of the current Public Records of said Duval County, a distance of 438.28 feet to the Southwesterly corner thereof; thence Easterly along the Southerly line of said Official Records Book 18162, page 1115, the following 12 courses: Course 1, thence South 89°08'52" East, 4,708.98 feet; Course 2, thence North 89°59'13" East, 5,245.32 feet; Course 3, thence South 89°47'34" East, 5,252.38 feet; Course 4, thence North 89°36'51" East, 833.91 feet; Course 5, thence South 29°17'25" East, 198.21 feet; Course 6, thence South 50°34'45" East, 114.79 feet; Course 7, thence South 38°07'06" East, 849.24 feet to the point of curvature of a curve concave Northeasterly having a radius of 520.00 feet; Course 8, thence Southeasterly along the arc of said curve, through a central angle of 46°18'27", an arc length of 420.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 61°16'20" East, 408.93 feet; Course 9, thence South 84°25'33" East, 493.91 feet to the point of curvature of a curve concave Northerly having a radius of 1,000.00 feet; Course 10, thence Easterly along the arc of said curve, through a central angle of 13°01'31", an arc length of 227.33 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 89°03'42" East, 226.84 feet; Course 11, thence North 82°32'56" East, 145.54 feet; Course 12, thence North 89°27'34" East, 771.07 feet to the Southeasterly corner thereof, said corner lying on the Westerly right of way line of U.S. Highway No. 301, a variable width right of way as presently established; thence Southwesterly along said Westerly right of way line the following 5 courses: Course 1, thence South 18°55'48" West, 1,785.80 feet; Course 2, thence South 18°55'47" West, 5,851.81 feet; Course 3, thence South 18°56'27" West, 1,781.26 feet; Course 4, thence North 71°02'55" West, 32.00 feet; Course 5, thence South 18°57'05" West, 1,024.91 feet to a point lying on the Easterly line of those lands

(Continued to Sheet No. 3.3)

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.3

(Continued from Sheet No. 3.2)

described and recorded in Official Records Book 10507, page 1524, of said current Public Records of Duval County; thence North 00°30'52" East, departing said Westerly right of way line and along said Easterly line, 459.40 feet to a point lying on the Northerly line of said Section 15; thence North 89°30'18" West, departing said Easterly line and along said Northerly line, 105.00 feet to the Southeast corner of those lands described and recorded in Deed Book 144, page 318, of said current Public Records of Duval County; thence Northerly, Westerly and Southerly along the boundary of last said lands the following 3 courses: Course 1, thence North 01°10'37" East, departing said Northerly line of Section 15, a distance of 225.00 feet; Course 2, thence North 89°30'18" West, 225.00 feet to a point lying on the Westerly line of said Section 10; Course 3, thence South 01°10'37" West, along said Westerly line, 225.00 feet to the Southwest corner of said Deed Book 144, page 318, and the Northwest corner of said Section 15; thence South 00°30'52" West, along the Westerly line of said Section 15, a distance of 990.00 feet to the Southwest corner of said Official Records Book 10507, page 1524; thence South 89°30'18" East, along the Southerly line of last said lands, 153.09 feet to a point lying on said Westerly right of way line of U.S. Highway No. 301; thence Southwesterly along said Westerly right of way line the following 9 courses: Course 1, thence South 18°57'05" West, departing said Southerly line, 4,565.72 feet; Course 2, thence South 71°18'37" East, 32.09 feet; Course 3, thence South 18°48'12" West, 91.40 feet; Course 4, thence South 19°02'58" West, 1,903.63 feet; Course 5, thence South 18°58'32" West, 854.92 feet; Course 6, thence North 71°01'28" West, 22.00 feet; Course 7, thence South 18°58'00" West, 3,713.49 feet; Course 8, thence South 71°02'00" East, 22.00 feet; Course 9, thence South 18°58'03" West, 238.56 feet to its intersection with the Northerly line of Lot 11, Section 28, as depicted on Plat of Maxville and Maxville Farms, recorded in Plat Book 3, page 94, of said current Public Records of Duval County; thence South 89°56'02" West, departing said Westerly right of way line, along said Northerly line of Lot 11 and along the Northerly line of Lot 10, said Section 28 of said plat, 1,035.38 feet to the Northwest corner of said Lot 10; thence South 00°19'39" West, along the Westerly line of said Lot 10, a distance of 1,326.85 feet to the Southwest corner of said Lot 10; thence South 89°51'06" East, along the Southerly line of said Lot 10, a distance of 586.01 feet to a point lying on said Westerly right of way line of U.S. Highway No. 301; thence South 18°58'03" West, departing said Southerly line and along said Westerly right of way line, 411.90 feet to its intersection with the Northerly line of Lot 14, Block 67 of said plat; thence North 71°00'26" West, departing said Westerly right of way line, along said Northerly line of Lot 14 and along the Northerly line of Lots 13 through 11, said Block 67, a distance of 161.05 feet to the Northwest corner of said Lot 11; thence South 18°59'34" West, along the Westerly line of said Lot 11, a distance of 180.00 feet to the Southwest corner of said Lot 11; thence North 71°00'26" West, along the Southerly line of said Block 67, a distance of 90.00 feet to the Southwest corner of said Block 67; thence North 18°59'34" East, along the Westerly line of said Block 67, a distance of 180.00 feet to the Northwest corner of Lot 9, said Block 67; thence North 71°00'26" West, along the Easterly prolongation of the Northerly line of Lot 16, Block 68 of said plat, and along the Northerly line of Lots 16 through 9, said Block 68, a distance of 390.00 feet to the Northwest corner of said Lot 9; thence South 18°59'34" West, along the Westerly line of said Block 68, a distance of 180.00 feet to the Southwest corner of said Block 68; thence North 71°00'26" West, along the Westerly prolongation of the Southerly line of said Block 68, a distance of 30.00 feet to the Southeast corner of Block 69 of said plat; thence South 18°59'36" West, 80.00 feet to the Northeast corner of Block 50 of said plat; thence South 18°54'10" West, along the Easterly line of said Block 50, a distance of 178.95 feet to the Northeast corner of Lot 14, said Block 50; thence North 71°05'50" West, along the Northerly line of Lots 14 through 12, said Block 50, a distance of 135.00 feet to the Northwest corner of said Lot 12; thence South 18°54'10" West, along the Westerly line of said Lot 12 and its Southerly prolongation, 258.34 feet to a point lying on the Northerly line of Block 49 of said plat; thence South 71°05'50" East, along said Northerly line and its Easterly prolongation, and along the Northerly line of Block 48 of said plat, 255.00 feet to the Northwest corner of Lot 6, said Block 48; thence South 18°54'10"

(Continued to Sheet No. 3.4)

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.4

(Continued from Sheet No. 3.3)

West, along the Westerly line of said Lot 6, a distance of 178.34 feet to the Southwest corner of said Lot 6; thence South 71°05'50" East, along the Southerly line of said Lot 6, a distance of 45.00 feet to the Southeast corner of said Lot 6; thence North 18°54'10" East, along the Easterly line of said Lot 6 and its Northerly prolongation, and along the Easterly line of Lot 11, Block 51 of said plat, 436.68 feet to the Northeast corner of said Lot 11; thence North 71°05'50" West, along the Northerly line of said Lot 11, a distance of 45.00 feet to the Southeast corner of Lot 7, said Block 51; thence North 18°54'10" East, along the Easterly line of said Lot 7, a distance of 178.77 feet to the Northeast corner of said Lot 7; thence South 71°00'26" East, along the Northerly line of said Block 51 and its Easterly prolongation, and along the Northerly line of Block 52 of said plat, 551.17 feet to a point lying on said Westerly right of way line of U.S. Highway No. 301; thence South 18°58'03" West, departing said Northerly line and along said Westerly right of way line, 356.24 feet to its intersection with the Southerly line of said Block 52; thence North 71°05'50" West, departing said Westerly right of way line and along said Southerly line and its Westerly prolongation, 280.76 feet to the Southeast corner of said Block 51; thence South 18°54'10" West, along the Northerly prolongation of the Easterly line of said Block 48 and along said Easterly line, 258.34 feet to the Northeast corner of Lot 16, said Block 48; thence North 71°05'50" West, along the Northerly line of said Lot 16, a distance of 45.00 feet to the Northwest corner of said Lot 16; thence South 18°54'10" West, along the Westerly line of said Lot 16 and its Southerly prolongation, 258.34 feet to the Northwest corner of Lot 1, Block 31 of said plat; thence South 71°05'50" East, along the Northerly line of said Block 31, a distance of 45.00 feet to the Northeast corner of said Block 31; thence South 18°54'10" West, along the Easterly line of said Block 31, a distance of 356.69 feet to the Southeast corner of said Block 31; thence North 71°05'50" West, along the Southerly line of said Block 31 and its Westerly prolongation, 405.37 feet to a point lying on the Easterly line of said Section 29, Township 3 South, Range 23 East; thence North 00°19'41" East, along said Easterly line, 4,219.23 feet to the corner common to said Sections 20, 21, 28 and 29; thence North 89°51'06" West, along the Northerly line of said Section 29, a distance of 2,621.91 feet to the Northwest corner of the East one-half of said Section 29; thence South 00°32'07" West, departing said Northerly line and along the Westerly line of said East one-half of Section 29, a distance of 3,956.58 feet to the Southwest corner of Lot 20, Section 29, said Plat of Maxville and Maxville Farms; thence South 89°57' 47" East, along the Southerly line of said Lot 20 and along the Southerly line of Lot 19, Section 29, said plat, a distance of 1,250.59 feet to the Northwest corner of those lands described and recorded in Official Records Book 17906, page 1508, of said current Public Records of Duval County; thence South 00°18'53" West, along the Westerly line of last said lands, 1,071.87 feet to the Southwest corner thereof, said corner lying on the Northerly right of way line of County Road No. 228 (Maxville Macclenny Highway), a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 3 courses: Course 1, thence South 86°24'08" West, 2,689.67 feet to the point of curvature of a curve concave Northerly having a radius of 11,399.16 feet; Course 2, thence Westerly along the arc of said curve, through a central angle of 03°50'21", an arc length of 763.84 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°19'19" West, 763.70 feet; Course 3, thence North 89°45'30" West, 2,988.94 feet to its intersection with the Easterly line of Lot 28, Section 30, said Plat of Maxville and Maxville Farms; thence North 00°37'29" West, departing said Northerly right of way line and along said Easterly line, 1,266.06 feet to the Northeast corner of said Lot 28; thence North 89°48'21" West, along the Northerly line of said Lot 28 and Lot 27, said Section 30, a distance of 1,329.53 feet to the Northeast corner of Lot 26, said Section 30 of said plat; thence North 89°59'50" West, along the Northerly line of said Lot 26 and Lot 25, said Section 30, and its Westerly prolongation, a distance of 1,293.71 feet to a point lying on the Westerly line of said Section 30, also being the line dividing said Baker and Duval Counties; thence South 00°25'12" West, along said dividing line, 1,197.72 feet to a point lying on the Northeasterly right of way line of said County Road No. 228; thence Northwesterly along said Northeasterly right

(Continued to Sheet No. 3.5)

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FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.5

(Continued from Sheet No. 3.4)

right of way line the following 5 courses: Course 1, thence South 00°27'02" West, continuing along said dividing line, 10.22 feet to a point on a curve concave Northeasterly having a radius of 2,814.79 feet; Course 2, thence Northwesterly departing said diving line and along the arc of said curve, through a central angle of 29°38'35", an arc length of 1,456.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 62°56'16" West, 1,440.10 feet; Course 3, thence North 48°06'59" West, 4279.13 feet; Course 4, thence North 48°05'02" West, 1,951.98 feet to a point on a curve concave Northeasterly having a radius of 1,742.47 feet; Course 5, thence Northwesterly along the arc of said curve, through a central angle of 19°23'33", an arc length of 589.77 feet to its intersection with the Southerly line of said Section 23, said arc being subtended by a chord bearing and distance of North 38°18'20" West, 586.95 feet; thence North 88°35'30" West, departing said Northerly right of way line and along said Southerly line, 330.65 feet to the Southwesterly corner of the Easterly one-quarter of said Section 23; thence North 01°11'40" East, departing said Southerly line and along the Westerly line of said Easterly one-quarter, 22.27 feet; thence North 48°06'08" West, departing said Westerly line, 758.73 feet to a point on a curve concave Northeasterly having a radius of 3,645.43 feet; thence Northwesterly along the arc of said curve, through a central angle of 43°58'14", an arc length of 2,797.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 26°03'11" West, 2,729.46 feet; thence North 04°00'15" West, 7,196.95 feet to the point of curvature of a curve concave Westerly having a radius of 1,345.00 feet; thence Northerly along the arc of said curve, through a central angle of 29°32'07", an arc length of 693.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 18°46'19" West, 685.68 feet; thence North 49°13'56" East, 9.19 feet to a point lying on the Southwesterly right of way line of said County Road No. 228; thence North 40°46'21" West, along said Southwesterly right of way line, 1,001.38 feet to its intersection with the Westerly prolongation of the Northwesterly line of Tract 1, as described and recorded in Instrument No. 201600003581, of the Public Records of said Baker County; thence North 75°50'34" East, departing said Southwesterly right of way line, along said Westerly prolongation and along said Northwesterly line, 1,401.89 feet to the point of curvature of a curve concave Northwesterly having a radius of 1,909.86 feet; thence Northeasterly, continuing along said Northwesterly line and along the arc of said curve, through a central angle of 41°38'58", an arc length of 1,388.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 55°01'07" East, 1,357.95 feet; thence North 34°11'36" East, continuing along said Northwesterly line, 13,246.82 feet to its intersection with the Southerly limited access right of way line of said Interstate No. 10; thence North 79°12'10" East, along said Southerly limited access right of way line, 51.63 feet to the Point of Beginning.

Less and Except from the above described lands the following:

Less and Except Parcel A (Revised)

A portion of Sections 18 and 19, Township 3 South, Range 23 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 19; thence North 00°28'56" East, along the West line of said Section 19, a distance of 1,000.02 feet to the Point of Beginning.

(Continued to Sheet No. 3.6)

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FIRST COAST REGIONAL UTILITIES, INC.
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ORIGINAL SHEET NO. 3.6

(Continued from Sheet No. 3.5)

From said Point of Beginning, continue North 00°28'56" East, along said West line of Section 19, a distance of 4,246.29 feet to the Northwesterly corner thereof; continue North 00°29'20" East, along the West line of said Section 18, a distance of 4,646.30 feet; thence South 89°40'53" East, departing said West line, 4,665.72 feet, said line being parallel and 600.00 feet Southerly of the North line of said Section 18; thence South 00°54'39" West, parallel and 616.98 feet Westerly of the East line of said Section 18, a distance of 4,625.31 feet to a point lying on the South line of said Section 18; thence South 00°53'22" West, parallel and 616.98 feet Westerly of the East line of said Section 19, a distance of 682.99 feet; thence South 89°06'38" East, 616.98 feet to a point lying on the East line of said Section 19; thence South 00°53'22" West, along said East line, 700.02 feet; thence North 89°06'38" West, departing said East line, 616.98 feet; thence South 00°53'22" West, parallel and 616.98 feet Westerly of the East line of said Section 19, a distance of 2,871.05 feet; thence North 89°51'04" West, parallel and 1,000.00 feet Northerly of the South line of said Section 19, a distance of 4,600.88 feet to the Point of Beginning.

Less and Except Parcel B

A portion of Section 20, Township 3 South, Range 23 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, begin at the Northwest corner of said Section 20; thence South 00°53'22" West, along the West line of said Section 20, a distance of 1,091.96 feet to the Point of Beginning.

From said Point of Beginning, thence North 89°38'47" East, departing said West line, 1,396.84 feet; thence South 73°54'19" East, 624.12 feet; thence South 69°40'09" East, 1,692.00 feet; thence South 58°49'25" East, 1,913.07 feet to a point lying on the East line of said Section 20; thence South 00°55'09" West, along said East line, 127.49 feet; thence North 48°44'13" West, departing said East line, 57.82 feet; thence North 58°49'25" West, 1,910.90 feet; thence North 69°40'09" West, 1,678.81 feet; thence North 73°54'19" West, 605.97 feet; thence South 89°38'47" West, 1,384.55 feet to a point lying on the West line of said Section 20; thence North 00°53'22" East, along said West line, 100.02 feet to the Point of Beginning.

Less and Except Parcel C (Revised)

A portion of Section 21, Township 3 South, Range 23 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 21; thence North 00°55'09" East, along the West line of said Section 21, a distance of 2,305.48 feet to the Point of Beginning.

From said Point of Beginning, continue North 00°55'09" East, along said West line, 127.49 feet; thence South 49°30'26" East, departing said West line, 210.33 feet; thence South 48°44'13" East, 1,989.21 feet; thence North 41°15'47" East, 85.00 feet; thence South 48°44'13" East, 217.74 feet to the point of curvature of a curve concave Northeasterly and having a radius of 576.50 feet; thence Southeasterly, along and around the arc of said curve, through a central angle of 11°14'16", an arc distance of 113.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 54°21'21" East, 112.89 feet; thence South

(Continued to Sheet No. 3.7)

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ORIGINAL SHEET NO. 3.7

(Continued from Sheet No. 3.6)

59°58'29" East, 120.84 feet to the point of curvature of a curve concave Northeasterly and having a radius of 643.90 feet; thence Southeasterly, along and around the arc of said curve, through a central angle of 11°00'00", an arc distance of 123.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 65°28'29" East, 123.43 feet; thence South 70°58'29" East, 146.25 feet to a point lying on the Northwesterly right-of-way line of U.S. Highway No. 301, a 206 foot right-of-way as presently established; thence South 18°58'00" West, along said Northwesterly right-of-way line, 397.77 feet; thence North 48°44'13" West, departing said Northwesterly right-of-way line, 853.10 feet; thence North 41°15'47" East, 57.53 feet; thence North 48°44'13" West, 2,116.98 feet to the Point of Beginning.

Less and Except Parcel D

A portion of Sections 13 and 24, Township 3 South, Range 22 East, Baker County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 24; thence North 00°28'56" East, along the East line of said Section 24, a distance of 1,513.79 feet to the Point of Beginning.

From said Point of Beginning, thence North 89°29'14" West, departing said East line of Section 24, a distance of 200.14 feet; thence North 00°29'09" East, a distance of 5,231.52 feet; thence South 89°30'49" East, 199.98 feet to a point lying on the East line of said Section 13; thence South 00°29'20" West, along the East line of said Section 13, a distance of 1,499.07 feet to the Northeast corner of said Section 24; thence South 00°28' 56" East, along said East line of Section 24, a distance of 3,732.53 feet to the Point of Beginning.

Less and Except a portion of Sections 19 and 30, Township 3 South, Range 23 East, Duval County, Florida, being all of Tracts 2 through 15, and Tracts 19 through 24, and a portion of Tracts 1, 16, 18, and Tracts 29 through, 31, all as depicted Plat of Maxville and Maxville Farms, recorded in Plat Book 3, page 94 of the current Public Records of said Duval County, being more particularly described as follows.

For a Point of Beginning, commence at the Southwest corner of said Section 19, thence North 00°28'56" East, along the Westerly line of said Section 19, a distance of 1,000.02 feet to the Southwest corner of those lands described and recorded in Official Records Volume 7245, page 898 of said current Public Records; thence South 89°51'04" East, departing said Westerly line and along the Southerly line of said Official Records Volume 7245, page 898, a distance of 4,600.88 feet; thence South 00°54'03" West, departing said Southerly line, 6,225.09 feet to a point lying on the Northerly right of way line of Maxville Macclenny Highway, a variable width right of way as presently established; thence North 89°45'30" West, along said Northerly right of way line, 1,906.17 feet to a point lying on the Easterly line of Tract 28, Section 30, said Plat of Maxville and Maxville Farms; thence North 00°37'29" West, departing said Northerly right of way line and along said Easterly line, 1,266.06 feet to the Northeast corner of said Tract 28; thence North 89°48'21" West, along the Northerly line of said Tract 28, and along the Northerly line of Tract 27, said Section 30, a distance of 1,329.53 feet to the Northeast corner of Tract 26, said Section 30; thence North 89°59'50" West, along the Northerly line of said Tract 26, and along the Northerly line of Tract 25, said Section 30, a distance of 1,293.71 feet to point lying on the Westerly line of said Section 30; thence Northerly along said Westerly line the following 3 courses: Course 1, thence North 00°28'42" East, 1,318.91 feet to the Southwest corner of those lands described and recorded in Official Records Volume

(Continued to Sheet No. 3.8)

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ORIGINAL SHEET NO. 3.8

(Continued from Sheet No. 3.7)

8083, page 2485, of said current Public Records; Course 2, thence North 00°27'02" East, along the Westerly line of said Official Records Volume 8083, page 2485, a distance of 1,319.15 feet to the Northwesterly corner thereof, Course 3, thence continue North 00°27'02" East, 1,319.77 feet to the Point of Beginning.

Less and Except any portion lying within the limited access right of way of Interstate No. 10 (State Road No. 8), a variable width limited access right of way as presently established.

Less and Except any portion lying within the right of way of County Road No. 228 (Maxville Macclenny Highway), a variable width right of way as presently established.

Less and Except any portion lying within the right of way of CSX Railroad, a variable width right of way as presently established.

Less and except the sovereign lands of the State of Florida, if any, associated with Deep Creek.

Containing 11,983.15 acres, more or less.

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ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
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FIRST COAST REGIONAL UTILITIES, INC.
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ORIGINAL SHEET NO. 5.0

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is FIRST COAST REGIONAL UTILITIES, INC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.0

INDEX OF RULES AND REGULATIONS

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Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
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FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 7.0

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

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FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 8.0

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such wastewater service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

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FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 9.0

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.
- In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.
- A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.
- If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.
- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 10.0

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 11.0

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	14.0
General Service, GS	12.0
General Reuse Service, GRS	12.1
Miscellaneous Service Charges.....	15.0
Residential Service, RS	13.0

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 12.0

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 82.13
3/4"	\$ 123.20
1"	\$ 205.33
1 1/2" Turbine	\$ 410.65
2" Turbine	\$ 657.04
3" Turbine	\$ 1,437.28
Charge per 1,000 gallons	\$ 5.95

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - May 25, 2022

TYPE OF FILING - Original Certificate

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 12.1

GENERAL REUSE SERVICE

RATE SCHEDULE (GRS)

AVAILABILITY – Available to general service customers throughout the area served by the Company.

APPLICABILITY – To the extent of its capacity and wastewater flows, the Utility shall provide irrigation quality water using treated wastewater effluent.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 0.00
Charge per 1,000 gallons	\$ 0.50

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE – May 25, 2022

TYPE OF FILING – Original Certificate

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 13.0

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Base Facility Charge</u>		
All Meter Sizes	\$	82.13
Charge per 1,000 gallons 10,000 gallon cap	\$	4.96

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - May 25, 2022

TYPE OF FILING - Original Certificate

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 14.0

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$219.00	2x average estimated bill
All over 5/8" x 3/4"	2x average estimated bill	2x average estimated bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE - May 25, 2022

TYPE OF FILING - Original Certificate

WS-__202_2-__0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 15.0

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE - This charge is levied when a service representative visits a premises to discontinue service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill. It may also be levied when a service representative visits premises at the customer's request to (1) initiate service, (2) temporarily disconnect service, (3) reconnect service after temporary discontinuance, or (4) assess a service issue and it is found to be customer's responsibility.

LATE PAYMENT CHARGE - This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

Violation Reconnection Charge	Actual Cost
Premises Visit Charge	\$ 30.00
Late Payment Charge	\$ 7.50
NSF Check Charge	Pursuant to Section 68.065, F.S.

EFFECTIVE DATE - May 25, 2022

TYPE OF FILING - Original Certificate

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 16.0

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	18.0
Service Availability Policy.....	17.0

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 17.0

SERVICE AVAILABILITY POLICY

Service availability charges are applicable when the Utility installs the infrastructure.

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 18.0

SERVICE AVAILABILITY CHARGES

Main Extension Charge

Residential per ERC (216 GPD).....	\$4,833.00
All Others per gallon.....	\$ 22.38

Plant Capacity Charge

Residential per ERC (216 GPD).....	\$1,250.00
All Others per gallon.....	\$ 5.79

<u>Lateral Installation</u>	Actual Cost
-----------------------------------	-------------

EFFECTIVE DATE - May 25, 2022

TYPE OF FILING - Original Certificate

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 19.0

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE.....	20.0
COPY OF CUSTOMER'S BILL.....	21.0

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.

ORIGINAL FIRST REVISED SHEET NO. 20.0

WASTEWATER TARIFF CANCELS ORIGINAL SHEET NO. 20.0

APPLICATION FOR WASTEWATER SERVICE

FIRST COAST REGIONAL UTILITIES, INC.

CUSTOMER REQUEST FOR NEW SERVICE

Acct No. _____ Date _____

Customer's
Name _____

Owner's
Name _____

Mailing
Address _____

Mailing
Address _____

Location, Street & No. _____ Lot No. _____ Block No. _____

Service Requested by _____ Date _____ Meter Size _____

Customer Charges

Water

Connection Fee \$ _____

Deposit \$ _____

Total \$ _____

I agree to take water and or sewer service from FIRST COAST REGIONAL UTILITIES, INC. in accordance with the appropriate rate schedule and in accordance with Company Rules and Regulations, or any superseding rate schedule and or Rule and Regulations and Ordinances.

Signed _____
(Customer)

Order
Taken By _____

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.

CUSTOMER REQUEST FOR NEW SERVICE

Acct No. _____ Date _____

Customer's Name _____ Owner's Name _____

Mailing Address _____ Mailing Address _____

Location, Street & No. _____ Lot No. _____ Block No. _____

Service Requested by _____ Date _____ Meter Size _____

Customer Charges

Water

Connection Fee \$ _____

Deposit \$ _____

Total \$ _____

I agree to take water and or sewer service from FIRST COAST REGIONAL UTILITIES, INC. in accordance with the appropriate rate schedule and in accordance with Company Rules and Regulations, or any superseding rate schedule and or Rule and Regulations and Ordinances.

Signed _____
(Customer)

Order
Taken By _____

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR SERVICE

First Coast Regional Utilities, Inc.
200 Weathersfield Ave
Altamonte Springs, FL 32714
Toll Free (866) 842-8432

Applicant Information:

Name: _____
Service Address: _____
City/State/Zip: _____
Lot Number: _____
Billing Address (if different): _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____
Paperless Billing: Yes No
**Is there a well located on this property? Yes No

Builder Information:

Name: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____

Office Use Only

System Name: _____ Service Class: _____
Service Type: _____ Meter Size: _____

*Connection Fees & Charges

Meter Fee	_____
Main Extension Charge	_____
Plant Capacity Charge	_____
Construction Fee	_____
AFPI Fee	_____
Total Due	_____

Five working days' notice must be given to First Coast Regional Utilities, Inc. for scheduling a new tap installation.

**Connection fees are non-refundable.*

***If you answered yes to the above question and there is an existing well on the property you will be responsible for installing a backflow prevention device which must be inspected prior to water being turned on.*

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

~~ORIGINAL FIRST REVISED SHEET NO. 21.0~~
~~CANCELS ORIGINAL SHEET NO. 21.0~~

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COPY OF CUSTOMER'S BILL

First Coast Regional Utilities, Inc. Post Office Box 238 Lake Butler, FL 32054			
Customer Name:			Amount Due:
Account Number:			
Billing Date:			Amount Paid:
Service Address:			

Make Checks Payable to First Coast Regional Utilities
Please return the bottom portion with payment

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

First Coast Regional Utilities, Inc. Post Office Box 238 Lake Butler, FL 32054			
Customer Name:			Amount Due:
Account Number:			
Billing Date:			Amount Paid:
Service Address:			

Make Checks Payable to First Coast Regional Utilities
 Please return the bottom portion with payment

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
 ISSUING OFFICER

PRESIDENT
 TITLE

Customer Service: 8:30 AM - 4:30 PM, Mon. - Fri.
Phone: 727-287-9920 Toll-free: 877-233-0101
Emergencies: 877-233-0101
Email: FLCustomerCare@nexuswg.com
Website: www.swwc.com/florida

Account #:		Due Date:	
Invoice #:		Total Due (Auto Pay):	
Bill Date:			
For Service To:			

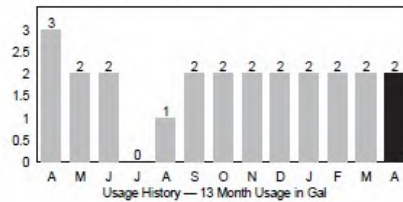
Service	From	To	# of Days	Previous	Current	Usage (Gal)	Meter #

Account Details

Previous Balance	\$
Payment Received 04/15/2026 - Thank You	\$
Balance Before Current Charges	\$
Water Base	\$
Water Usage	\$
Total Current Charges	\$
Total Account Balance	\$
Total Amount Due After 05/15/2026	\$

Messages

- Moving? Move-Out Online at <https://account.mywater.us>.
- Address Change? Email us at FLCustomerCare@nexuswg.com



Late Charge Reminder -- A \$5.00 additional charge will apply to any unpaid balance after due date.

Please pay online at <https://account.mywater.us>, pay via phone at 727-287-9920, or detach and return the bottom portion with your payment.

Account Number:
Total Amount Due By 05/15/2026:

2150 Town Square Place Suite 400
Sugar Land, TX 77479

Autopay

Total due will be deducted from your account on or after 05/15/2026

PO Box 381110
Hoover, AL 35236-1110

WS- 202_2- 0083

ROBERT
KENNELLYSEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

REVISED FIRST SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WATER TARIFF

FIRST COAST REGIONAL UTILITIES, INC.
NAME OF COMPANY

200 Weathersfield Avenue

Altamonte Springs, Florida 32714
(ADDRESS OF COMPANY)

(866) 842-8432
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-____-____

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TIT 050253

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

APPLICATION FOR WATER SERVICE

APPLICATION FOR SERVICE

First Coast Regional Utilities, Inc.
200 Weathersfield Ave
Altamonte Springs, FL 32714
Toll Free (866) 842-8432

Applicant Information:

Name: _____
Service Address: _____
City/State/Zip: _____
Lot Number: _____
Billing Address (if different): _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____
Paperless Billing: Yes No
**Is there a well located on this property? Yes No

Builder Information:

Name: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____

Office Use Only

System Name: _____ Service Class: _____
Service Type: _____ Meter Size: _____

***Connection Fees & Charges**

Meter Fee	_____
Main Extension Charge	_____
Plant Capacity Charge	_____
Construction Fee	_____
AFPI Fee	_____
Total Due	_____

Five working days' notice must be given to First Coast Regional Utilities, Inc. for scheduling a new tap installation.

**Connection fees are non-refundable.*

***If you answered yes to the above question and there is an existing well on the property you will be responsible for installing a backflow prevention device which must be inspected prior to water being turned on.*

WS-_____-____

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TIT 050254

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

REVISED FIRST SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

Customer Service: 8:30 AM - 4:30 PM, Mon. - Fri.
Phone: 727-287-9920 Toll-free: 877-233-0101
Emergencies: 877-233-0101
Email: FLCustomerCare@nexuswg.com
Website: www.swwc.com/florida

Account #:		Due Date:	
Invoice #:		Total Due (Auto Pay):	
Bill Date:			
For Service To:			

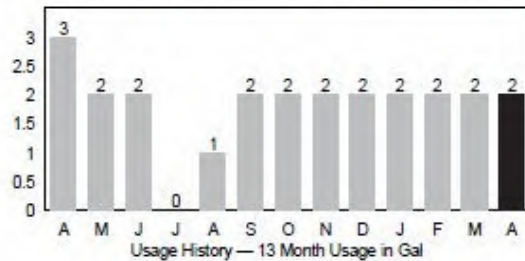
Service	From	To	# of Days	Previous	Current	Usage (Gal)	Meter #

Account Details

Previous Balance	\$
Payment Received 04/15/2026 - Thank You	
Balance Before Current Charges	
Water Base	
Water Usage	
Total Current Charges	\$
Total Account Balance	\$
Total Amount Due After 05/15/2026	\$

Messages

■ Moving? Move-Out Online at <https://account.mywater.us>.
Address Change? Email us at FLCustomerCare@nexuswg.com



Late Charge Reminder -- A \$5.00 additional charge will apply to any unpaid balance after due date.

Please pay online at <https://account.mywater.us>, pay via phone at 727-287-9920, or detach and return the bottom portion with your payment.

2150 Town Square Place Suite 400
Sugar Land, TX 77479

Account Number: [REDACTED]
Total Amount Due By 05/15/2026: [REDACTED]

Autopay

Total due will be deducted from your account on or after 05/15/2026

PO Box 381110
Hoover, AL 35238-1110

WS-_____-____

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TIT 050255

REVISED FIRST SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

FIRST COAST REGIONAL UTILITIES, INC.
NAME OF COMPANY

200 Weathersfield Avenue

Altamonte Springs, Florida 32714
(ADDRESS OF COMPANY)

(866) 842-8432
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-____-____

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE
000256

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 20.0
CANCELS ORIGINAL SHEET NO. 20.0

APPLICATION FOR WASTEWATER SERVICE

APPLICATION FOR SERVICE

First Coast Regional Utilities, Inc.
200 Weathersfield Ave
Altamonte Springs, FL 32714
Toll Free (866) 842-8432

Applicant Information:

Name: _____
Service Address: _____
City/State/Zip: _____
Lot Number: _____
Billing Address (if different): _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____
Paperless Billing: Yes No
**Is there a well located on this property? Yes No

Builder Information:

Name: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: _____

Office Use Only

System Name: _____ Service Class: _____
Service Type: _____ Meter Size: _____

***Connection Fees & Charges**

Meter Fee	_____
Main Extension Charge	_____
Plant Capacity Charge	_____
Construction Fee	_____
AFPI Fee	_____
Total Due	_____

Five working days' notice must be given to First Coast Regional Utilities, Inc. for scheduling a new tap installation.

**Connection fees are non-refundable.*

***If you answered yes to the above question and there is an existing well on the property you will be responsible for installing a backflow prevention device which must be inspected prior to water being turned on.*

WS-_____-____

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE
000257

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

COPY OF CUSTOMER'S BILL

Customer Service: 8:30 AM - 4:30 PM, Mon. - Fri.
Phone: 727-287-9920 Toll-free: 877-233-0101
Emergencies: 877-233-0101
Email: FLCustomerCare@nexuswg.com
Website: www.swww.com/florida

Account #:		Due Date:	
Invoice #:		Total Due (Auto Pay):	
Bill Date:			
For Service To:			

Service	From	To	# of Days	Previous	Current	Usage (Gal)	Meter #

Account Details

Previous Balance

Payment Received 04/15/2026 - Thank You

Balance Before Current Charges

Water Base

Water Usage

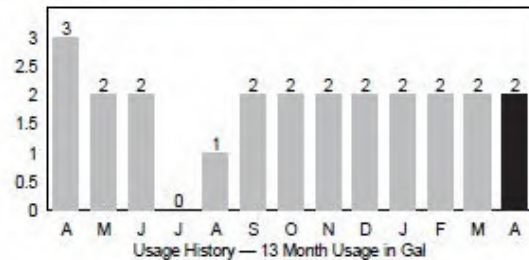
Total Current Charges

Total Account Balance

Total Amount Due After 05/15/2026

Messages

■ Moving? Move-Out Online at <https://account.mywater.us>.
Address Change? Email us at FLCustomerCare@nexuswg.com



Late Charge Reminder -- A \$5.00 additional charge will apply to any unpaid balance after due date.

Please pay online at <https://account.mywater.us>, pay via phone at 727-287-9920, or detach and return the bottom portion with your payment.

Account Number: [REDACTED]
Total Amount Due By 05/15/2026: [REDACTED]

2150 Town Square Place Suite 400
Sugar Land, TX 77479

Autopay

Total due will be deducted from your account on or after 05/15/2026

PO Box 361110
Hoover, AL 35236-1110

WS-_____-____

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE
000258