

**ORIGINAL**  
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040247-WS

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March 18, 2004

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Ms. Blanca Bayo, Director  
Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
MAR 18 PM 12:42  
COMMISSION  
CLERK

RE: St. James Island Utility Company's Application for Original Certificates for Proposed Water and Wastewater Systems and Request for Initial Rates and Charges

Dear Ms. Bayo:

Enclosed for filing on behalf of St. James Island Utility Company ("St. James") is the original and five copies of the completed application and attached exhibits; one copy of each territory and system map, the original and two copies of the proposed tariffs, and a check for the proper filing fee in the amount of \$3,000.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

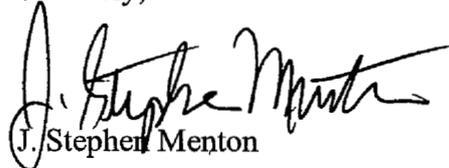
Thank you for your assistance with this filing.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:

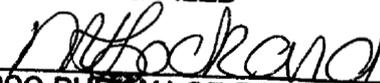
W.S.

Sincerely,

  
J. Stephen Menton

MAPS + Original Tariff forwarded to ECR.  
Enclosures  
JSM/tls

RECEIVED & FILED

  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
03662 MAR 18 03  
FPSC-COMMISSION CLERK

**BEFORE THE PUBLIC SERVICE COMMISSION**

IN RE: Application by St. James )  
Island Utility Company for Original )  
Certificates for Proposed Water )  
and Wastewater Systems and Request )  
for Initial Rates and Charges )  
\_\_\_\_\_ )

Docket No. 040247-WS  
Filed: March 18, 2004

**APPLICATION FOR ORIGINAL CERTIFICATES  
FOR PROPOSED WATER AND WASTEWATER  
SYSTEMS AND REQUEST FOR INITIAL RATES AND CHARGES**

St. James Island Utility Company ("St. James"), by and through its undersigned counsel, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, hereby files this Application for Original Certificates for a Proposed Water and Wastewater System and Request for Initial Rates and Charges. In support of this Application, St. James states as follows:

1. The name and address of the applicant utility is:

St. James Island Utility Company  
245 Riverside  
Suite 500  
Jacksonville, Florida 32202

2. The names and address of the utility's authorized representatives are:

Kenneth A. Hoffman, Esq.  
J. Stephen Menton, Esq.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P.O. Box 551  
Tallahassee, Florida 32303  
(850) 681-6788 (telephone)  
(850) 681-6515 (telecopier)

DOCUMENT NUMBER-DATE

03662 MAR 18 04

FPSC-COMMISSION CLERK

3. The name and address of the person to contact concerning this application is:

Timothy Edmond  
3800 Esplanade Way, Suite 100  
Tallahassee, Florida 32311  
(850) 513-0131 (telephone)  
(850) 513-0205 (telecopier)

4. St. James will provide notice of this Application containing the information required under Rule 25-30.030(4), Florida Administrative Code, by regular mail to: a) the governing body of the county in which the territory proposed to be served is located; (b) the governing body of any and all municipalities within Franklin County as stated on the Commission's notice list under Rule 25-30.030(2), Florida Administrative Code; (c) the designated regional planning council; (d) all water and wastewater utilities on the Commission's list; (e) the Office of Public Counsel; (f) the Commission's Director of the Commission Clerk and Administrative Services; (g) the appropriate regional office of the Department of Environmental Protection; and (h) the appropriate water management district, within 7 days of filing this Application, pursuant to Rule 25-30.030, Florida Administrative Code.

5. St. James will publish notice of this Application once in a newspaper of general circulation in the territory proposed to be served, within 7 days of filing this Application.

6. St. James will submit an affidavit to the Commission reflecting that it has provided notice of its application, along with a copy of the notice and list of entities receiving the notice pursuant to Rule 25-30.030, Florida Administrative Code, within 15 days of filing this Application.

7. All information, documents, and maps required by Rule 25-30.033, Florida Administrative Code, including the facts demonstrating the ability of St. James to provide service, the area and facilities involved, the need for service in the area involved, and the existence or nonexistence of service from other sources within geographical proximity to the area in which St.

James seeks to provide service, are included in the Application, attached hereto.

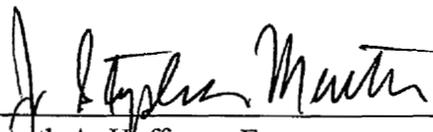
8. Schedules showing all rates, classifications, and charges for service of every kind proposed by St. James, and all rules, regulations, service availability policy, and contracts related thereto are included in the attached Application.

9. The application fee required by Section 367.145, Florida Statutes, and Rule 25-30.020, Florida Administrative Code, has been submitted to the Commission Clerk of Administrative Services, along with the filing of this Application.

WHEREFORE, St. James requests that this Commission:

- A. Grant St. James' Application for Original Certificates for Proposed Water and Wastewater Systems;
- B. Approve initial rates and charges for the water and wastewater systems;
- C. Issue Certificates of Authorization for the water and wastewater systems; and
- D. Grant such other relief as appropriate.

Respectfully submitted this 18<sup>th</sup> day of March, 2004.

  
\_\_\_\_\_  
Kenneth A. Hoffman, Esq.  
J. Stephen Menton, Esq.  
Rutledg, Ecenia, Purnell & Hoffman , P.A.  
P.O. Box 551  
Tallahassee, Florida 32303  
(850) 681-6788 (telephone)  
(850) 681-6515 (telecopier)

**APPLICATION FOR ORIGINAL CERTIFICATE  
FOR A PROPOSED OR EXISTING SYSTEM REQUESTING  
INITIAL RATES AND CHARGES  
(Pursuant to Section 367.045, Florida Statutes)**

To: **Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for original certificate(s) to operate a water and wastewater utility in Franklin County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

St. James Island Utility Company

Name of utility

(850) 513-0131 (850) 513-0205

Phone No.

Fax No.

245 Riverside, Suite 500

Office street address

Jacksonville FL 32202

City

State

Zip Code

N.A.

Mailing address if different from street address

N.A.

Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

Timothy Edmond (850) 513-0131

Name

Phone No.

3800 Esplanade Way, Suite 100

Street address

Tallahassee FL 32311

City

State

Zip Code

C) Indicate the organizational character of the applicant: (circle one)

Corporation X

Partnership

Sole Proprietorship

Other \_\_\_\_\_  
(Specify)

D) If the applicant is a corporation, indicate whether it has made an election under Internal Revenue Code Section 1362 to be an S Corporation:

Yes \_\_\_\_\_ No X N.A

E) If the applicant is a corporation, list names, titles and addresses of corporate officers, directors, partners, or any other person(s) or entities owning an interest in the applicant's business organization. (Use additional sheet if necessary).

St. James Island Utility Company is wholly owned by The St. Joe Company  
St. James Island Utility Company Vice-President: Timothy D. Edmond  
St. James Island Utility Company Registered Agent: Christine M. Marx  
St. James Island Utility Company Directors: James D. Motta,  
Michael N. Regan, Timothy D. Edmond

F) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

## **PART II NEED FOR SERVICE**

A) Exhibit A - A statement regarding the need for service in the proposed territory, such as anticipated (or actual) development in the area. Identify any other utilities within the area proposed to be served which could potentially provide such service in the area and the steps the applicant took to ascertain whether such other service is available.

B) Exhibit A - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs at the time the application is filed. If the provision of service is inconsistent with such plan, provide a statement demonstrating why granting the certificate would be in the public interest.

**PART III SYSTEM INFORMATION**

**A) WATER**

- (1) Exhibit   B   - A statement describing the proposed type(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit   B   - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.
- (3) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

Primarily single family homes with some common clubhouse facilities and a small commercial area. Other building types are entitled, but their construction is speculative at this time.

- (4) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N.A.

- (5) Indicate the design capacity of the treatment plant in terms of equivalent residential connections (ERCs) and gallons per day (gpd). If development will be in phases, separate this information by phase.

514 (ERCs)      180,000 (GPD)

- (6) Indicate the type of treatment: The full extent of treatment required has not yet been determined. Test wells are being drilled and analyzed. In addition to chlorination, it appears that treatment will be required for iron removal and possibly, softening.

- (7) Indicate the design capacity of the transmission and distribution lines in terms of ERCs and gpd. If development will be in phases, separate this information by phase.

The design capacity of the transmission and distribution system is sufficient to serve at least the 509 ERCs projected at buildout.

- (8) Provide the date the applicant began or plans to begin serving customers: Year 2005
- (9) Exhibit C - Evidence, in the form of a warranty deed, that the utility owns the land where the water facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

B) **WASTEWATER**

- (1) Exhibit D - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.
- (2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):
- Primarily single family homes with some common clubhouse facilities and a small commercial area. Other building types are entitled, but their construction is speculative at this time.
- (3) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:
- N.A.
- (4) Indicate separately the design capacity of the treatment plant and effluent disposal system in terms of equivalent residential connections (ERCs) and gallons per day (GPD). If development will be in phases, separate this information by phase.
- 514 ERCs or 180,000 GPD for both treatment and disposal.

- (5) Indicate the method of treatment and disposal (percolation pond, spray field, etc.):

Advanced wastewater treatment (AWT) with disposal at onsite percolation ponds.

- (6) Exhibit N.A. - If the applicant does not propose to use reuse as a means of effluent disposal, provide a statement that describes, with particularity, the reasons for not using reuse.

- (7) Indicate the design capacity of the collection lines in terms of ERCs and GDP. If development will be in phases, separate this information by phase.

The design capacity of the collection system is sufficient to serve at least the 509 ERCs at buildout.

- (8) Provide the date the applicant began or plans to begin serving customers: Year 2005

- (9) Exhibit E - Evidence, in the form of a warranty deed, that the utility owns the land where the utility treatment facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.

The Commission may consider a written easement or other cost-effective alternative. The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed, provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

#### **PART IV FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit F - A statement regarding the financial and technical ability of the applicant to provide reasonably sufficient and efficient service.
- B) Exhibit G - A detailed financial statement (balance sheet and income statement), certified if available, of the financial condition of the applicant, showing all assets and liabilities of every kind and character. The income statement shall be for the preceding calendar or fiscal year. If an applicant has not operated for a full year, then the income statement shall be for the lesser period. The financial statement shall be prepared in accordance with

Rule 25-30.115, Florida Administrative Code. If available, a statement of the source and application of funds shall also be provided.

- C) Exhibit H - A list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility, and an explanation of the manner and amount of such funding, which shall include their financial statements and any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- D) Exhibit G - A schedule showing the projected cost of the proposed system (or actual cost of the existing system) by uniform system of accounts (USOA) account numbers pursuant to Rule 25-30.115, F.A.C. In addition, provide the capacity of each component of the system in ERCs and gallons per day. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. Provide a separate exhibit for the water and sewer systems.
- E) Exhibit G - A schedule showing the projected operating expenses of the proposed system by USOA account numbers when 80 percent of the designed capacity of the system is being utilized. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. In addition, if the utility has been in existence for at least one year, provide actual operating expenses for the most recent twelve months. Provide a separate exhibit for the water and sewer systems.
- F) Exhibit G - A schedule showing the projected capital structure, including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the designed capacity of the system(s).
- G) Exhibit G - A cost study, including customer growth projections, which supports the proposed rates, miscellaneous service charges, customer deposits and service availability charges. A sample cost study is enclosed with the application package. Provide a separate cost study for the water and sewer systems.
- H) Exhibit N.A. - If the base facility and usage rate structure (as defined in Rule 25-30.437(6), F.A.C.) is not utilized for metered service, provide an alternative rate structure and a statement supporting why the alternative is appropriate.
- I) Exhibit N.A. - If a different return on common equity other than the current equity leverage formula established by order of the Public Service Commission pursuant to Section 367.081(4), F.S. is utilized, provide competent substantial evidence supporting the use of a different return on common equity.

Information on the current equity leverage formula may be obtained by contacting the accounting section at the listed number.

**PART V ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC)**

**Please note the following:**

- A) Utilities obtaining initial certificates pursuant to Rule 25-30.033, F.A.C., are authorized to accrue AFUDC for projects found eligible pursuant to Rule 25-30.116(1), F.A.C.
- B) A discounted monthly AFUDC rate calculated in accordance with Rule 25-30.116(3), F.A.C., shall be used to insure that the annual AFUDC charged does not exceed authorized levels.
- C) The date the utility shall begin to charge the AFUDC rate shall be the date the certificate of authorization is issued to the utility so that such rate can apply to initial construction of the utility facilities.

**PART VI TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit  I  - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit  J  - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit  K  - One copy of detailed map(s) showing proposed lines, facilities and the territory proposed. **Additionally, identify any existing lines and facilities.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

**PART VII      NOTICE OF ACTUAL APPLICATION**

- A)      Exhibit   L   - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1)      the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
  - (2)      the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
  - (3)      if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
  - (4)      the regional planning council;
  - (5)      the Office of Public Counsel;
  - (6)      the Public Service Commission's Director of Records and Reporting;
  - (7)      the appropriate regional office of the Department of Environmental Protection;
  - (8)      and the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT

- B)      Exhibit   N.A.   - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C)      Exhibit   M   - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART VIII FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 1,500 (for water) and \$ 1,500 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

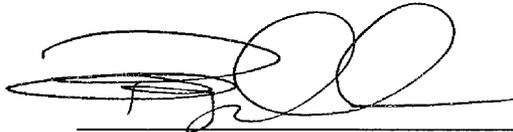
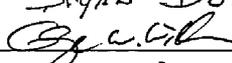
- (1) For applications in which the utility has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750**.
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500**.
- (3) For applications in which the utility has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250**.
- (4) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000**.

**PART IX TARIFF**

Exhibit N - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

**PART X AFFIDAVIT**

I, Timothy D. Edmond, as Vice President of St. James Island Utility Company (“Applicant”), with authority under the by-laws to execute this document, do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

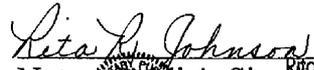
  
\_\_\_\_\_  
Bryan Duke  
  
\_\_\_\_\_  
George Willson

By: \_\_\_\_\_

Name: Timothy D. Edmond

Title: Vice President

Subscribed and sworn to before me this 12TH day of March , 2004 by Timothy D. Edmond, who is personally known to me.

  
\_\_\_\_\_  
Notary Public's Signature  
 Rita R. Johnson  
MY COMMISSION # DD072786 EXPIRES  
November 18, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.

\_\_\_\_\_  
Print, Type or Stamp Commissioned  
Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT A

NEED FOR SERVICE

St. James Island Utility Company will provide service to SummerCamp, a planned community of The St. Joe Co. It is located in Franklin County along US 98, near the junction with US 319 between Lanark Village and St. Theresa. There is a need for both water and wastewater service to the community. The Applicant has contacted those existing utility systems that are within close proximity and they have indicated that they have neither the facilities nor the desire to serve this community within the time frame required.

To the best of the Applicant's knowledge, the provision of water and wastewater services will be consistent with, and is required by, the water and wastewater section of the comprehensive plan of Franklin County as approved by the State of Florida Department of Community Affairs.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT B

WATER SYSTEM

The applicant proposes to provide potable water service to the community of SummerCamp.

It is estimated that the water system will serve 509 ERCs at buildout, including non-residential customers. It is known that the 499 planned homes will be served by 5/8" meters. There has not been a determination of the number or types of meters for the support commercial facilities at this time.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT C

LAND FOR WATER FACILITIES

The Applicant will purchase ( lease on a long term basis) the land required for the wells, pumps, storage and treatment facilities. The contract for the purchase and sale ( lease) of the land and an un-executed copy of the warranty deed (lease) is attached. An executed and recorded copy of the warranty deed (lease) will be filed with the Florida Public Service Commission within 30 days of the order granting the certificate

## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of the date when last signed by Seller or Buyer (the "Effective Date") by and between ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company ("Seller") and ST. JAMES ISLAND UTILITY, COMPANY, a Florida corporation ("Buyer").

### WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

**Section 1.0 General Outline of Transaction.** Seller is the owner in fee simple of that certain tract of land containing approximately \_\_\_\_\_ acres located in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, in \_\_\_\_\_ County, Florida (SJ Tract # \_\_\_\_\_), as more particularly depicted on **Exhibit "A"** attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon, including all timber and timber rights (the "Property"). The legal description provided on the Survey or by Seller pursuant to Section 7.1 hereof shall define the boundary of the Property for all purposes of this Agreement.

**Section 2.0 Purchase Price and Property to be Conveyed.** Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller an amount equal to \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_) (the "Purchase Price"). Buyer shall make all payments when due by cashier's check, wire transfer of immediately available federal funds or other good funds.

### **Section 3.0 INTENTIONALLY DELETED**

**Section 4.0 Deposit.** Upon execution of this Agreement, Buyer shall deliver to the entity identified in Section 16.0 as "Escrow Agent" the sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_) to be held in escrow as an earnest money deposit (the "Deposit"). The term "Deposit" shall include earned interest, if applicable. If the Deposit is less than \$10,000.00 then it shall not be held in an interest-bearing account. If the Deposit is \$10,000.00 or more, then it shall be held in an interest-bearing account with the interest earned thereon accruing for the benefit of the parties as set forth in this Agreement. Notwithstanding the foregoing, Escrow Agent shall not be required to place the Deposit in an interest bearing account until Buyer provides to Escrow Agent Buyer's taxpayer identification number.

### **Section 5.0 INTENTIONALLY DELETED**

**Section 6.0 Condition of Property.** Buyer understands and agrees that it is purchasing the Property in an “as is” condition with all faults and without any representation or warranty on the part of Seller except as otherwise specified herein. Buyer is solely responsible for obtaining all necessary development approvals from government entities. Buyer hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Property or any building or structure on the Property for Buyer's purposes, (b) Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, (c) Buyer has been given the opportunity to make a complete and thorough examination and inspection of all portions of the Property, (d) Buyer has determined that the condition of all portions of the Property and any building or structure on the Property is satisfactory to Buyer, (e) notwithstanding the nature or extent of the inspections Buyer has made, Buyer shall purchase and accept every portion of the Property and any building or structure on the Property in its “as is” condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the deed of conveyance to the Property, Buyer shall be conclusively deemed to have accepted the Property in its “as is” condition, (f) Buyer has examined to the satisfaction of Buyer the physical condition of the Property, the zoning, land use, and all permitting and other governmental approvals required for construction of any structure on the Property, (g) Buyer recognizes that a portion of the Property may be considered wetlands which is subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corp of Engineers and other applicable governmental agencies and that Buyer is obligated to comply with all applicable laws and regulations governing the development of such jurisdictional wetlands, (h) Buyer recognizes that all or a portion of the Property may be located within a flood plain, and that such circumstance may affect Buyer’s ability to develop the Property, and (i) Seller and its affiliates make and have made no representation or warranty, express or implied, concerning any portion of the Property, its condition, the use to which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS). The provisions of this Section shall survive Closing and delivery of the deed.

**Section 7.0 Survey and Title.**

7.1 Survey. Seller shall obtain and deliver to Buyer, at Seller’s sole cost and expense, within thirty five (35) days after the Effective Date, a boundary survey of the Property prepared by a licensed Florida land surveyor selected by Seller and approved by Buyer, which approval shall not be unreasonably withheld (the “Survey”). The Survey shall be certified to Buyer, Seller and Title Insurer, as defined in Section 7.2 of this Agreement, and shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida State Board of Land Surveyors pursuant to Chapter 472 of the Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

7.2 Title Insurance. Seller shall obtain and deliver to Buyer, at Seller’s sole cost and expense, within forty five (45) days after the Effective Date if there is no Inspection Period, an owner's title insurance commitment with copies of all exceptions (the “Commitment”) to be followed by an Owner’s policy of title insurance (the “Title Policy”) issued by a title insurance company

licensed in Florida ("Title Insurer"), committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price.

7.3 **Buyer's Review.** Buyer shall have ten (10) days after receipt of the Commitment in which to determine the nature of any objections to the Property in those matters or facts disclosed by the Commitment and the Survey (if a Survey is required by this Agreement). Any matters which are not disclosed in writing to Seller by Buyer as objectionable ("Buyer's Objections") during said ten (10) days, or which are accepted by Buyer, or are restrictions on title otherwise permitted herein, shall be considered "Permitted Exceptions". Seller shall have thirty (30) days from receipt of Buyer's Objections to remedy or remove any of Buyer's Objections or obtain title insurance against the same ("Cure Period"). Seller shall notify Buyer in writing, prior to the expiration of the Cure Period, the extent to which Buyer's Objections have been cured, if at all and Seller's intentions with respect to Buyer's Objections which are not cured ("Cure Notice"). Buyer shall have three (3) days after receipt of the Cure Notice in which to notify Seller in writing of its option to either (i) terminate this Agreement upon written notice to Seller and receive a refund of the Deposit and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) take title as it then exists without reduction in the Purchase Price. If Buyer does not provide such notice, then it will be presumed that Buyer intends to elect option (ii).

**Section 8.0 Deed of Conveyance.** Seller shall convey title to the Property to Buyer by special warranty deed, subject to ad valorem taxes for the current year and subsequent years and the Permitted Exceptions. In addition, the Property shall be conveyed subject to all zoning and land development regulations, riparian rights and submerged land rights.

**Section 9.0 Casualty and Eminent Domain.** Except as provided in Section 5.0, risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained, prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and Buyer may (i) terminate this Agreement and receive return of the Deposit forthwith, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and rights of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer, in writing, of such taking or proposed taking or casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

**Section 10.0 Real Estate Commission.** Buyer and Seller represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any other cost for such a charge arising out of the actions of the indemnifying party. The provisions of this Section shall survive Closing and delivery of the deed.

**Section 11.0 Representations.**

11.1 Seller's Representations:

11.1.1 Seller is a Delaware limited liability company [Seller is a Florida corporation] organized and in good standing under the laws of the State of Delaware [Florida] and authorized to transact business in Florida.

11.1.2 Seller's execution and delivery of this Agreement to Buyer and its sale of the Property provided for herein have been authorized by Seller, in accordance with applicable law and all other actions required to be taken to authorize execution of this Agreement and Seller's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

11.1.3 There are no actions, suits or proceedings pending or to the knowledge of Seller threatened against or affecting Seller or the Property that would impede or otherwise impair its ability to perform its obligations under this Agreement.

11.2 Buyer's Representations:

11.2.1 If Buyer is an entity, such entity is organized and in good standing under the laws of the State of Florida or authorized to transact business in Florida.

11.2.2 If Buyer is an entity, Buyer's execution and delivery of this Agreement to Seller and its acquisition of the Property provided for herein have been authorized by Buyer, in accordance with applicable law and all other actions required to be taken to authorize execution of this Agreement and Buyer's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

11.2.3 There are no actions, suits or proceedings pending or to the knowledge of Buyer threatened against or affecting Buyer that would impede or otherwise impair its ability to perform its obligations under this Agreement.

11.3 The representations contained in this Agreement shall be true and correct as of the Closing Date and actions for misrepresentation or fraudulent representation shall survive Closing.

**Section 12.0 Closing.** The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on a date as shall be mutually agreed to between Seller and Buyer, but in no event later than seventy five (75) days following the Effective Date if there is no Inspection Period, unless otherwise extended by the terms hereof (the "Closing Date"). The Closing may take place by mail or on an earlier date as agreed to by the parties.

**Section 13.0 Obligations at Closing.**

13.1 On or before Closing, Seller shall deliver to Buyer the following documents:

13.1.1 Special warranty deed in accordance with Section 8.0.

13.1.2 Non-foreign, title, possession and lien affidavit of Seller sufficient in form and content to cause Title Insurer to eliminate any exception for mechanics liens, parties in possession and the "gap" at Closing.

13.1.3 Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

13.2 On or before Closing, Buyer shall pay the Purchase Price as required by Section 2.0 and shall execute a closing statement, and any and all other documentation as may be reasonably required by the Seller, Escrow Agent or Title Insurer to consummate the transactions contemplated in this Agreement.

**Section 14.0 Possession.** Seller shall deliver possession of the Property to Buyer at Closing.

**Section 15.0 Closing Costs.** Buyer shall pay for (i) recording fees; (ii) Buyer's attorneys' fees; and (iii) all costs of financing, if any. Seller shall pay for (i) documentary stamp tax on the deed; and (ii) Seller's attorneys' fees. In addition, the parties shall pay for the Survey, the Commitment and corresponding Title Policy as set forth in Sections 7.1 and 7.2. Buyer and Seller shall prorate ad valorem taxes and assessments against the Property as of the Closing Date. Ad valorem taxes shall be prorated based upon the actual tax bill for the year of Closing, and if not available, then on the tax bill for the year prior to the year of Closing, taking into account any discounts for early payment, and upon receipt of the actual tax bill for the year of Closing, Buyer and Seller shall re-prorate taxes, with repayment to, or repayment by Seller, as may be required.

**Section 16.0 Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

**To Seller:**

St. Joe Timberland Company of Delaware, L.L.C.  
1400 Oven Park Drive  
Tallahassee, FL 32308  
Attention: Doug Dane  
Fax Number: 850-523-4211  
Phone Number: 850-386-8600

**With a copy to:**

The St. Joe Company  
3800 Esplanade Way, Suite 100  
Tallahassee, FL 32311  
Attention: Bryan W. Duke  
Fax Number: 850-224-3151  
Phone Number: 850-402-5115

**To Buyer:**

**To Escrow Agent:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Bruce Wiener, Esq.  
Gardner, Wadsworth, Duggar, Bist & Wiener  
1300 Thomaswood Drive  
Tallahassee, Florida 32312  
Fax Number: (850) 385-5416  
Phone Number: (850) 385-0070

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

**Section 17.0 Remedies.** In the event that Buyer, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Buyer prior to Closing, then Buyer shall deliver to Seller a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property, and Seller shall be entitled to retain the Deposit, as full liquidated damages as Seller's sole and exclusive remedy for such default, the parties hereto acknowledging that it is impossible to estimate or ascertain precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of the Deposit is intended not as a penalty but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer to recover actual damages or for specific performance of the Agreement (except for Buyer's obligation to deliver to Seller a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property). In the event that Seller, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Seller prior to Closing, then Buyer may as its sole remedy either (i) treat this Agreement as terminated, and all payments and the Deposit made hereunder shall be returned to Buyer, or (ii) treat this Agreement as being in full force and effect with a right to an action for specific performance. Buyer may not maintain an action for specific performance unless (a) Buyer posts a bond, at the time the action is filed, equivalent to 15% of the Purchase Price to be held by the court for the purpose of providing for Seller's damages caused by the filing of the action in the event that Seller prevails; and (b) Buyer files a verified complaint which alleges that Buyer had the financial ability to perform under this Agreement and attaches to the complaint evidence of Buyer's financial ability to perform at the time of Seller's alleged default. Buyer waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing. In the event Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof subsequent to Closing, then Buyer and Seller shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific enforcement.

**Section 18.0 Escrow.** Escrow Agent shall at all times be authorized to deliver the Deposit in accordance with the terms of this Agreement or pursuant to written instructions executed by both Seller and Buyer. At Closing, as hereinafter defined, Escrow Agent shall remit the Deposit to Seller, and Buyer shall receive a credit against the Purchase Price in the amount of the Deposit. In the event that Escrow Agent receives a written claim of default by either Buyer or Seller against the other, Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent

receives either joint written instructions from Seller and Buyer as to the proper delivery of the Deposit or direction from a court of competent jurisdiction as to the party entitled to receipt of the Deposit. Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the Deposit, and the party not entitled to the Deposit, as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from all legal fees, costs and expenses associated with such proceeding. Escrow Agent may act in reliance upon any writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor for the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping and disposition of the Deposit in accordance with this Agreement.

**Section 19.0 State Required Disclosure.** The following disclosure is required to be made by the laws of the State where the Property is located:

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

**Section 20.0 Governing Law.** The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

**Section 21.0 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

**Section 22.0 Further Assurances.** Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

**Section 23.0 Attorneys' Fees.** In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees from the non-prevailing party and costs and expenses of such litigation whether at the trial level or on appeal.

**Section 24.0 Captions.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

**Section 25.0 Assignment.** Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

**Section 26.0 Time is of the Essence.** Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

**Section 27.0 Acceptance.** In the event this Agreement is not executed by Seller or Buyer within fifteen (15) days of the date first executed by the other, this Agreement shall thereafter be null and void and neither party shall have any liability or obligation hereunder.

**Section 28.0 Confidentiality.** Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's investigation of the Property, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in its sole discretion.

**Section 29.0 No Recording.** Buyer may not record this Agreement or any memorandum thereof.

**Section 30.0 Like-Kind Exchange.** It is anticipated that the sale of the Property will be part of a like-kind exchange undertaken by Seller pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to cooperate with Seller's reasonable requests in order to consummate the like-kind exchange and to complete any necessary documentation in accordance with applicable provisions of the Internal Revenue Code. Buyer shall not pay any costs in connection with such like-kind exchange. In addition, Seller agrees to cooperate with Buyer's reasonable requests in order to consummate any like-kind exchange pursuant to Section 1031 of the Internal Revenue Code which Buyer seeks to undertake. Seller shall not pay any costs in connection with such like-kind exchange.

**Section 31.0 Existing Leases and Contracts.** Title to the Property may be subject to any or all of the following, (i) that certain Wood Fiber Supply Agreement dated August 20, 1999, between St. Joe Timberland Company and Georgia-Pacific Corporation (the "Georgia Pacific Wood Fiber Contract"), (ii) that certain Wood Fiber Supply Agreement dated July 1, 2000, between St. Joe Timberland Company of Delaware, L.L.C. and Jefferson Smurfit Corporation (U.S.) d/b/a Smurfit-Stone Container Corporation (the "Smurfit Wood Fiber Contract"), (iii) a hunting lease (the "Hunting Lease"), or (iv) an apiary lease (the "Apiary Lease") (collectively referred to as "Contracts and Leases"). Closing is conditioned upon Seller obtaining a release of any and all Contracts and Leases from the Property. If Seller fails to obtain a release of any and all Leases from the Property on or before Closing, either Seller or Buyer may treat this Agreement as terminated, and all payments and the Deposit made hereunder shall be returned to Buyer. Title to the Property may also be subject to a wildlife management area lease with the Florida Fish and Wildlife Conservation Commission (the "Management Area Lease"). If so, Seller shall be required to send written notice to the Florida Fish

and Wildlife Conservation Commission that the Management Area Lease is to be terminated in accordance with the terms and conditions of such Management Area Lease.

**Section 32.0 Counterpart.** This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates written below their respective names.

**SELLER:**

**ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(CORPORATE SEAL)

Date: \_\_\_\_\_

**BUYER:**

**ST. JAMES ISLAND UTILITY COMPANY,**  
a Florida corporation

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(CORPORATE SEAL)

FEIN: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**The Property**

See attached \_\_\_\_\_ pages

Prepared by and return to:

Bryan W. Duke, Esq.

Attorney at Law

The St. Joe Company

3800 Esplanade Way, Suite 100

Tallahassee, Florida 32302

## Special Warranty Deed

**This Special Warranty Deed** made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between **ST. JOE TIMBERLAND COMPANY OF DELAWARE LLC.**, a Delaware limited liability company, whose post office address is 245 Riverside, Suite 500, Jacksonville, Florida 32202, (“Grantor”), and **ST. JAMES ISLAND UTILITY COMPANY**, a Florida corporation, whose post office address is 3800 Esplanade Way, Suite 100, Tallahassee, Florida 32302, (“Grantee”):

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Franklin County **Florida**, to-wit:

**See Exhibit “A” attached hereto.**

**Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the Grantor hereby covenants with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

St. Joe Timberland Company of Delaware, LLC.  
a Delaware limited liability company

\_\_\_\_\_  
Print name:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Print name:

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Michael N. Regan, as Senior Vice President of the St. Joe Timberland Company of Delaware, LLC., who is personally known to me and did not take an oath.

My commission expires:

\_\_\_\_\_  
(Notary Public - Signature)

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT D

WASTEWATER SYSTEM

It is estimated that the wastewater system will serve 509 ERCs at buildout, including non-residential customers. It is known that the 499 planned homes will be served by 5/8" meters. There has not been a determination of the number or types of meters for the support commercial facilities at this time.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT E

LAND FOR WASTEWATER FACILITIES

The Applicant will purchase (lease on a long term basis) the land required for the wastewater treatment and disposal facilities. The contract for the purchase and sale (lease) of the land and an un-executed copy of the warranty deed (lease) is attached. An executed and recorded copy of the warranty deed (lease) will be filed with the Florida Public Service Commission within 30 days of the order granting the certificate.

## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of the date when last signed by Seller or Buyer (the "Effective Date") by and between ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company ("Seller") and ST. JAMES ISLAND UTILITY, COMPANY, a Florida corporation ("Buyer").

### WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

**Section 1.0 General Outline of Transaction.** Seller is the owner in fee simple of that certain tract of land containing approximately \_\_\_\_\_ acres located in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, in \_\_\_\_\_ County, Florida (SJ Tract # \_\_\_\_\_), as more particularly depicted on **Exhibit "A"** attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon, including all timber and timber rights (the "Property"). The legal description provided on the Survey or by Seller pursuant to Section 7.1 hereof shall define the boundary of the Property for all purposes of this Agreement.

**Section 2.0 Purchase Price and Property to be Conveyed.** Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller an amount equal to \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_) (the "Purchase Price"). Buyer shall make all payments when due by cashier's check, wire transfer of immediately available federal funds or other good funds.

### **Section 3.0 INTENTIONALLY DELETED**

**Section 4.0 Deposit.** Upon execution of this Agreement, Buyer shall deliver to the entity identified in Section 16.0 as "Escrow Agent" the sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_) to be held in escrow as an earnest money deposit (the "Deposit"). The term "Deposit" shall include earned interest, if applicable. If the Deposit is less than \$10,000.00 then it shall not be held in an interest-bearing account. If the Deposit is \$10,000.00 or more, then it shall be held in an interest-bearing account with the interest earned thereon accruing for the benefit of the parties as set forth in this Agreement. Notwithstanding the foregoing, Escrow Agent shall not be required to place the Deposit in an interest bearing account until Buyer provides to Escrow Agent Buyer's taxpayer identification number.

### **Section 5.0 INTENTIONALLY DELETED**

**Section 6.0 Condition of Property.** Buyer understands and agrees that it is purchasing the Property in an “as is” condition with all faults and without any representation or warranty on the part of Seller except as otherwise specified herein. Buyer is solely responsible for obtaining all necessary development approvals from government entities. Buyer hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Property or any building or structure on the Property for Buyer's purposes, (b) Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, (c) Buyer has been given the opportunity to make a complete and thorough examination and inspection of all portions of the Property, (d) Buyer has determined that the condition of all portions of the Property and any building or structure on the Property is satisfactory to Buyer, (e) notwithstanding the nature or extent of the inspections Buyer has made, Buyer shall purchase and accept every portion of the Property and any building or structure on the Property in its “as is” condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the deed of conveyance to the Property, Buyer shall be conclusively deemed to have accepted the Property in its “as is” condition, (f) Buyer has examined to the satisfaction of Buyer the physical condition of the Property, the zoning, land use, and all permitting and other governmental approvals required for construction of any structure on the Property, (g) Buyer recognizes that a portion of the Property may be considered wetlands which is subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corp of Engineers and other applicable governmental agencies and that Buyer is obligated to comply with all applicable laws and regulations governing the development of such jurisdictional wetlands, (h) Buyer recognizes that all or a portion of the Property may be located within a flood plain, and that such circumstance may affect Buyer’s ability to develop the Property, and (i) Seller and its affiliates make and have made no representation or warranty, express or implied, concerning any portion of the Property, its condition, the use to which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS). The provisions of this Section shall survive Closing and delivery of the deed.

**Section 7.0 Survey and Title.**

7.1 Survey. Seller shall obtain and deliver to Buyer, at Seller’s sole cost and expense, within thirty five (35) days after the Effective Date, a boundary survey of the Property prepared by a licensed Florida land surveyor selected by Seller and approved by Buyer, which approval shall not be unreasonably withheld (the “Survey”). The Survey shall be certified to Buyer, Seller and Title Insurer, as defined in Section 7.2 of this Agreement, and shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida State Board of Land Surveyors pursuant to Chapter 472 of the Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

7.2 Title Insurance. Seller shall obtain and deliver to Buyer, at Seller’s sole cost and expense, within forty five (45) days after the Effective Date if there is no Inspection Period, an owner's title insurance commitment with copies of all exceptions (the “Commitment”) to be followed by an Owner’s policy of title insurance (the “Title Policy”) issued by a title insurance company

licensed in Florida ("Title Insurer"), committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price.

7.3 **Buyer's Review.** Buyer shall have ten (10) days after receipt of the Commitment in which to determine the nature of any objections to the Property in those matters or facts disclosed by the Commitment and the Survey (if a Survey is required by this Agreement). Any matters which are not disclosed in writing to Seller by Buyer as objectionable ("Buyer's Objections") during said ten (10) days, or which are accepted by Buyer, or are restrictions on title otherwise permitted herein, shall be considered "Permitted Exceptions". Seller shall have thirty (30) days from receipt of Buyer's Objections to remedy or remove any of Buyer's Objections or obtain title insurance against the same ("Cure Period"). Seller shall notify Buyer in writing, prior to the expiration of the Cure Period, the extent to which Buyer's Objections have been cured, if at all and Seller's intentions with respect to Buyer's Objections which are not cured ("Cure Notice"). Buyer shall have three (3) days after receipt of the Cure Notice in which to notify Seller in writing of its option to either (i) terminate this Agreement upon written notice to Seller and receive a refund of the Deposit and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) take title as it then exists without reduction in the Purchase Price. If Buyer does not provide such notice, then it will be presumed that Buyer intends to elect option (ii).

**Section 8.0 Deed of Conveyance.** Seller shall convey title to the Property to Buyer by special warranty deed, subject to ad valorem taxes for the current year and subsequent years and the Permitted Exceptions. In addition, the Property shall be conveyed subject to all zoning and land development regulations, riparian rights and submerged land rights.

**Section 9.0 Casualty and Eminent Domain.** Except as provided in Section 5.0, risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained, prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and Buyer may (i) terminate this Agreement and receive return of the Deposit forthwith, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and rights of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer, in writing, of such taking or proposed taking or casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

**Section 10.0 Real Estate Commission.** Buyer and Seller represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any other cost for such a charge arising out of the actions of the indemnifying party. The provisions of this Section shall survive Closing and delivery of the deed.

**Section 11.0 Representations.**

11.1 Seller's Representations:

11.1.1 Seller is a Delaware limited liability company [Seller is a Florida corporation] organized and in good standing under the laws of the State of Delaware [Florida] and authorized to transact business in Florida.

11.1.2 Seller's execution and delivery of this Agreement to Buyer and its sale of the Property provided for herein have been authorized by Seller, in accordance with applicable law and all other actions required to be taken to authorize execution of this Agreement and Seller's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

11.1.3 There are no actions, suits or proceedings pending or to the knowledge of Seller threatened against or affecting Seller or the Property that would impede or otherwise impair its ability to perform its obligations under this Agreement.

11.2 Buyer's Representations:

11.2.1 If Buyer is an entity, such entity is organized and in good standing under the laws of the State of Florida or authorized to transact business in Florida.

11.2.2 If Buyer is an entity, Buyer's execution and delivery of this Agreement to Seller and its acquisition of the Property provided for herein have been authorized by Buyer, in accordance with applicable law and all other actions required to be taken to authorize execution of this Agreement and Buyer's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

11.2.3 There are no actions, suits or proceedings pending or to the knowledge of Buyer threatened against or affecting Buyer that would impede or otherwise impair its ability to perform its obligations under this Agreement.

11.3 The representations contained in this Agreement shall be true and correct as of the Closing Date and actions for misrepresentation or fraudulent representation shall survive Closing.

**Section 12.0 Closing.** The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on a date as shall be mutually agreed to between Seller and Buyer, but in no event later than seventy five (75) days following the Effective Date if there is no Inspection Period, unless otherwise extended by the terms hereof (the "Closing Date"). The Closing may take place by mail or on an earlier date as agreed to by the parties.

**Section 13.0 Obligations at Closing.**

13.1 On or before Closing, Seller shall deliver to Buyer the following documents:

13.1.1 Special warranty deed in accordance with Section 8.0.

13.1.2 Non-foreign, title, possession and lien affidavit of Seller sufficient in form and content to cause Title Insurer to eliminate any exception for mechanics liens, parties in possession and the "gap" at Closing.

13.1.3 Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

13.2 On or before Closing, Buyer shall pay the Purchase Price as required by Section 2.0 and shall execute a closing statement, and any and all other documentation as may be reasonably required by the Seller, Escrow Agent or Title Insurer to consummate the transactions contemplated in this Agreement.

**Section 14.0 Possession.** Seller shall deliver possession of the Property to Buyer at Closing.

**Section 15.0 Closing Costs.** Buyer shall pay for (i) recording fees; (ii) Buyer's attorneys' fees; and (iii) all costs of financing, if any. Seller shall pay for (i) documentary stamp tax on the deed; and (ii) Seller's attorneys' fees. In addition, the parties shall pay for the Survey, the Commitment and corresponding Title Policy as set forth in Sections 7.1 and 7.2. Buyer and Seller shall prorate ad valorem taxes and assessments against the Property as of the Closing Date. Ad valorem taxes shall be prorated based upon the actual tax bill for the year of Closing, and if not available, then on the tax bill for the year prior to the year of Closing, taking into account any discounts for early payment, and upon receipt of the actual tax bill for the year of Closing, Buyer and Seller shall re-prorate taxes, with repayment to, or repayment by Seller, as may be required.

**Section 16.0 Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

**To Seller:**

St. Joe Timberland Company of Delaware, L.L.C.  
1400 Oven Park Drive  
Tallahassee, FL 32308  
Attention: Doug Dane  
Fax Number: 850-523-4211  
Phone Number: 850-386-8600

**With a copy to:**

The St. Joe Company  
3800 Esplanade Way, Suite 100  
Tallahassee, FL 32311  
Attention: Bryan W. Duke  
Fax Number: 850-224-3151  
Phone Number: 850-402-5115

**To Buyer:**

**To Escrow Agent:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Bruce Wiener, Esq.  
Gardner, Wadsworth, Duggar, Bist & Wiener  
1300 Thomaswood Drive  
Tallahassee, Florida 32312  
Fax Number: (850) 385-5416  
Phone Number: (850) 385-0070

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

**Section 17.0 Remedies.** In the event that Buyer, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Buyer prior to Closing, then Buyer shall deliver to Seller a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property, and Seller shall be entitled to retain the Deposit, as full liquidated damages as Seller's sole and exclusive remedy for such default, the parties hereto acknowledging that it is impossible to estimate or ascertain precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of the Deposit is intended not as a penalty but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer to recover actual damages or for specific performance of the Agreement (except for Buyer's obligation to deliver to Seller a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property). In the event that Seller, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Seller prior to Closing, then Buyer may as its sole remedy either (i) treat this Agreement as terminated, and all payments and the Deposit made hereunder shall be returned to Buyer, or (ii) treat this Agreement as being in full force and effect with a right to an action for specific performance. Buyer may not maintain an action for specific performance unless (a) Buyer posts a bond, at the time the action is filed, equivalent to 15% of the Purchase Price to be held by the court for the purpose of providing for Seller's damages caused by the filing of the action in the event that Seller prevails; and (b) Buyer files a verified complaint which alleges that Buyer had the financial ability to perform under this Agreement and attaches to the complaint evidence of Buyer's financial ability to perform at the time of Seller's alleged default. Buyer waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing. In the event Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof subsequent to Closing, then Buyer and Seller shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific enforcement.

**Section 18.0 Escrow.** Escrow Agent shall at all times be authorized to deliver the Deposit in accordance with the terms of this Agreement or pursuant to written instructions executed by both Seller and Buyer. At Closing, as hereinafter defined, Escrow Agent shall remit the Deposit to Seller, and Buyer shall receive a credit against the Purchase Price in the amount of the Deposit. In the event that Escrow Agent receives a written claim of default by either Buyer or Seller against the other, Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent

receives either joint written instructions from Seller and Buyer as to the proper delivery of the Deposit or direction from a court of competent jurisdiction as to the party entitled to receipt of the Deposit. Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the Deposit, and the party not entitled to the Deposit, as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from all legal fees, costs and expenses associated with such proceeding. Escrow Agent may act in reliance upon any writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor for the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping and disposition of the Deposit in accordance with this Agreement.

**Section 19.0 State Required Disclosure.** The following disclosure is required to be made by the laws of the State where the Property is located:

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

**Section 20.0 Governing Law.** The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

**Section 21.0 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

**Section 22.0 Further Assurances.** Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

**Section 23.0 Attorneys' Fees.** In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees from the non-prevailing party and costs and expenses of such litigation whether at the trial level or on appeal.

**Section 24.0 Captions.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

**Section 25.0 Assignment.** Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

**Section 26.0 Time is of the Essence.** Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

**Section 27.0 Acceptance.** In the event this Agreement is not executed by Seller or Buyer within fifteen (15) days of the date first executed by the other, this Agreement shall thereafter be null and void and neither party shall have any liability or obligation hereunder.

**Section 28.0 Confidentiality.** Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's investigation of the Property, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in its sole discretion.

**Section 29.0 No Recording.** Buyer may not record this Agreement or any memorandum thereof.

**Section 30.0 Like-Kind Exchange.** It is anticipated that the sale of the Property will be part of a like-kind exchange undertaken by Seller pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to cooperate with Seller's reasonable requests in order to consummate the like-kind exchange and to complete any necessary documentation in accordance with applicable provisions of the Internal Revenue Code. Buyer shall not pay any costs in connection with such like-kind exchange. In addition, Seller agrees to cooperate with Buyer's reasonable requests in order to consummate any like-kind exchange pursuant to Section 1031 of the Internal Revenue Code which Buyer seeks to undertake. Seller shall not pay any costs in connection with such like-kind exchange.

**Section 31.0 Existing Leases and Contracts.** Title to the Property may be subject to any or all of the following, (i) that certain Wood Fiber Supply Agreement dated August 20, 1999, between St. Joe Timberland Company and Georgia-Pacific Corporation (the "Georgia Pacific Wood Fiber Contract"), (ii) that certain Wood Fiber Supply Agreement dated July 1, 2000, between St. Joe Timberland Company of Delaware, L.L.C. and Jefferson Smurfit Corporation (U.S.) d/b/a Smurfit-Stone Container Corporation (the "Smurfit Wood Fiber Contract"), (iii) a hunting lease (the "Hunting Lease"), or (iv) an apiary lease (the "Apiary Lease") (collectively referred to as "Contracts and Leases"). Closing is conditioned upon Seller obtaining a release of any and all Contracts and Leases from the Property. If Seller fails to obtain a release of any and all Leases from the Property on or before Closing, either Seller or Buyer may treat this Agreement as terminated, and all payments and the Deposit made hereunder shall be returned to Buyer. Title to the Property may also be subject to a wildlife management area lease with the Florida Fish and Wildlife Conservation Commission (the "Management Area Lease"). If so, Seller shall be required to send written notice to the Florida Fish

and Wildlife Conservation Commission that the Management Area Lease is to be terminated in accordance with the terms and conditions of such Management Area Lease.

**Section 32.0 Counterpart.** This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the dates written below their respective names.

**SELLER:**

**ST. JOE TIMBERLAND COMPANY OF  
DELAWARE, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(CORPORATE SEAL)

Date: \_\_\_\_\_

**BUYER:**

**ST. JAMES ISLAND UTILITY COMPANY,**  
a Florida corporation

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(CORPORATE SEAL)

FEIN: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**The Property**

See attached \_\_\_\_\_ pages

Prepared by and return to:

Bryan W. Duke, Esq.

Attorney at Law

The St. Joe Company

3800 Esplanade Way, Suite 100

Tallahassee, Florida 32302

## Special Warranty Deed

**This Special Warranty Deed** made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between **ST. JOE TIMBERLAND COMPANY OF DELAWARE LLC.**, a Delaware limited liability company, whose post office address is 245 Riverside, Suite 500, Jacksonville, Florida 32202, (“Grantor”), and **ST. JAMES ISLAND UTILITY COMPANY**, a Florida corporation, whose post office address is 3800 Esplanade Way, Suite 100, Tallahassee, Florida 32302, (“Grantee”):

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Franklin County **Florida**, to-wit:

**See Exhibit “A” attached hereto.**

**Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the Grantor hereby covenants with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

St. Joe Timberland Company of Delaware, LLC.  
a Delaware limited liability company

\_\_\_\_\_  
Print name:

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Print name:

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Michael N. Regan, as Senior Vice President of the St. Joe Timberland Company of Delaware, LLC., who is personally known to me and did not take an oath.

My commission expires:

\_\_\_\_\_  
(Notary Public - Signature)

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT F

FINANCIAL and TECHNICAL

St. James Island Utility Company is a wholly owned subsidiary of The St. Joe Co. The St. Joe Co. is a large, diverse, publically traded corporation which has expertise in constructing and managing planned communities. It has the financial ability to construct, operate and maintain this utility. It also has sufficient expertise to select and oversee a contract manager to administer, operate and maintain the utility facilities.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT G

FINANCIAL AND TECHNICAL

St. James Island Utility Company was formed January 27, 2004. It is not yet in operation and does not yet have a financial statement. Exhibit G projects and develops the financial components of the utility for the first several years of operation and represents the projected financial statement of the utility.

Funding for the utility will be provided by the St. Joe Co., the utility's parent. Exhibit H is the most recent public financial statement for the St. Joe Co.

The projected cost of the proposed system, by component and account, is shown in Exhibit G at Support Tables B-3, E-2 and E-3.

The projected operating expenses of the utility at 80% of design capacity are shown in Exhibit G at Schedule 2 and Support Tables A-1, A-2 and C-1.

The projected capital structure of the utility is shown at Exhibit G, Schedule 3.

Exhibit G, in total, is a cost study for the utility supporting its rates base, operating income, capital structure and rates. Customer growth projections are shown at Support Table E-1 of the exhibit. The proposed rates are shown at Schedules 4 and 5 of the exhibit and the development of the proposed rates is shown at Support Tables D-3 and D-4 of the exhibit. Service availability charges are supported at Support Table B-7 of the exhibit. The utility will use the PSC's standard miscellaneous charges.

The utility will utilize the standard base facility charge and usage rate structure. The utility, at Table 4A has provided an alternative increasing block rate structure, but due to the nature of the development, does not believe it will result in any meaningful conservation.

The utility will utilize the current leverage formula for establishing an authorized return on common equity.

ST. JAMES ISLAND UTILITY COMPANY  
INDEX OF SCHEDULES AND TABLES

Schedule/ Table No.	Title
Schedule 1	Schedule of Rate Base at 80% of Design Capacity - Year 2011
Schedule 2	Schedule of Net Operating Income at 80% of Design Capacity - Year 2011
Schedule 3	Schedule of Capital Structure at 80% of Design Capacity - Year 2011
Schedule 4	Base Facility Charge and Gallonage Charge at 80% of Design Capacity - Water
Schedule 5	Base Facility Charge and Gallonage Charge at 80% of Design Capacity - Wastewater
Support Table A-1	Operating Income at Full Return - Water
Support Table A-2	Operating Income at Full Return - Wastewater
Support Table A-3	Operating Income at Rates Based on 80% of Design Capacity - Water
Support Table A-4	Operating Income at Rates Based on 80% of Design Capacity - Wastewater
Support Table B-1	Rate Base - Water
Support Table B-2	Rate Base - Wastewater
Support Table B-3	Plant in Service
Support Table B-4	Depreciation
Support Table B-5	Contributed Plant in Service (CIAC)
Support Table B-6	Amortization of CIAC
Support Table B-7	Net Plant to Net CIAC Ratios
Support Table C-1	Water and Wastewater Operation & Maintenance Expenses
Support Table D-1	Revenue Requirement Calculation - Water
Support Table D-2	Revenue Requirement Calculation - Wastewater
Support Table D-3	Base Facility Charge and Gallonage Component Cost at 80% of Design Capacity - Water
Support Table D-4	Base Facility Charge and Gallonage Component Cost at 80% of Design Capacity - Wastewater
Support Table E-1	Customer Growth Assumptions for Years 2004-2011
Support Table E-2	Capital Expenditures for Years 2004-2011 - Water System
Support Table E-3	Capital Expenditures for Years 2004-2011 - Wastewater System

ST. JAMES ISLAND UTILITY COMPANY  
 Schedule of Rate Base  
 At 80% of Design Capacity - Year 2010

Schedule No. 1

Description	Water	Wastewater	Total
Utility Plant in Service	3,495,419	4,576,031	8,071,450
Accumulated Depreciation	(708,833)	(1,000,893)	(1,709,726)
Contributions in Aid of Construction	(2,170,289)	(2,965,231)	(5,135,520)
Accumulated Amortization of CIAC	276,126	430,833	706,959
Less: Non Used & Useful Adjustment	0	0	0
Working Capital Allowance	12,665	13,664	26,329
<b>Total Rate Base</b>	<b>905,088</b>	<b>1,054,404</b>	<b>1,959,492</b>

ST. JAMES ISLAND UTILITY COMPANY  
 Scedule of Net Operating Income  
 At 80% of Design Capacity - Year 2010

Schedule No. 2

Description	Water	Wastewater	Total
OPERATING REVENUES	291,963	349,148	641,111
Operation & Maintenance	101,322	109,312	210,634
Depreciation	114,900	197,132	312,033
CIAC Amortization	(56,257)	(112,665)	(168,922)
Taxes Other than Income	24,452	28,892	53,344
Provision for Income Taxes	10,593	13,529	24,121
OPERATING EXPENSES	195,010	236,200	431,210
NET OPERATING INCOME	96,953	112,948	209,901
RATE BASE	905,088	1,054,404	1,959,492
RATE OF RETURN	10.71%	10.71%	10.71%

ST. JAMES ISLAND UTILITY COMPANY  
 Schedule of Capital Structure

Schedule No. 3  
 Page 1 of 2

	Balance	Weight	Cost Rate	Weighted Cost
Equity	783,797	40.00%	11.96%	4.78%
Debt	1,175,695	60.00%	9.88%	5.93%
Total	1,959,492	100.00%		10.71%

Note: Return on Equity = 8.16% + 1.518/Equity Ratio  
 Per Order No. PSC-03-0707-PAA-WS, June 13, 2003  
 Allowable Range of Return: 11.96% @ 40% Equity; 9.68% @ 100% Equity  
 Cost of debt is the St. Joe Company cost of capital. See Schedule No.3, page 2.

Per Rule 25-30.116(3)(a), the requested monthly discounted AFUDC rate, going forward is:

$$M = [(1 + A/100)^{1/12}] \times 100$$

where:

$$A = \text{Annual AFUDC rate} = 10.71\%$$

$$M = 0.851623\%$$

**The St. Joe Company**  
**Cost of Capital - PSC Submission**  
**February 9, 2004**

Beta of JOE	0.74	5-yr date range / weekly frequency / vs. S&P 500
Risk Free Rate	4.25%	10-yr treasury note yield as of 12-31-03
S&P 500 Annual Total Return	12.96%	20-yr annualized total return as of 12-31-03
Risk Premium	8.71%	equals S&P 500 return minus risk free rate
Debt Yield of JOE	6.14%	
After Tax Debt Yield of JOE	3.84%	
Tax Rate of JOE	37.40%	
Shares Outstanding of JOE Stock	76,030,091	as of 12-31-03
Market Price of JOE Stock	\$37.29	as of 12-31-03
Market Capitalization of JOE	\$2,835,162,093	
Total Debt of JOE	\$382,025,243	as of 12-31-03
Total Capitalization of JOE	\$3,217,187,336	
% Debt of Total Capitalization of JOE	11.87%	
% Equity of Total Capitalization of JOE	88.13%	

	12/31/2003			After Tax
JOE Debt	Amount	Weight	Rate	Rate
Revolving Credit Facility	\$40,000,000	10%	3.21%	2.01%
Senior Secured Notes	175,000,000	46%	6.89%	4.31%
Mortgage Debt	100,510,123	26%	7.23%	4.52%
Sunshine State Cypress IRBs	4,000,000	1%	1.45%	0.91%
DEVIL transaction	32,564,537	9%	2.35%	1.47%
CDD Debt	29,950,583	8%	6.72%	4.21%
<b>Total</b>	<b>\$382,025,243</b>	<b>100%</b>	<b>6.14%</b>	<b>3.84%</b>

<b>JOE Cost of Equity</b>	
SML Approach (security market line - where expected return depends on risk-free rate, market risk premium and systematic risk relative to average (beta))	
Cost of Equity = Risk Free Rate + (Leveraged Beta * Risk Premium)	
<b>10.69%</b>	
<b>JOE Cost of Debt</b>	
After tax yield on debt in today's marketplace	
Cost of Debt = Debt Yield * (1 - Tax Rate)	
<b>3.84%</b>	
<b>JOE Weighted Average Cost of Capital</b>	
Overall return needed to maintain value of stock and required return on any investments that have the same risks	
Weighted Average Cost of Capital = (% Equity * Cost of Equity) + (% Debt * Cost of Debt)	
<b>9.88% (1)</b>	

(1) This represents JOE's Weighted Average Cost of Capital which subsequently becomes the debt rate for the "loan" to the utility.

<b>Utility Cost of Equity</b>	
Public Service Commission (PSC) Approach	
Cost of Equity = 8.16% + (1.518% / Equity Ratio of 40%) (2)	
<b>11.96%</b>	
<b>Utility Cost of Debt (rate on loan from JOE)</b>	
Public Service Commission (PSC) Approach	
<b>9.88% (see (1) above)</b>	
<b>Utility Weighted Average Cost of Capital</b>	
Public Service Commission (PSC) Approach	
Weighted Average Cost of Capital = (Equity Ratio of 40% * Cost of Equity) + (Debt Ratio of 60% * Cost of Debt)	
<b>10.71%</b>	

(2) 8.16% and 1.518% are fixed percentages provided by the PSC

ST. JAMES ISLAND UTILITY COMPANY  
Base Facility Charge and Gallonage Component Cost  
At 80% of Design Capacity  
WATER SERVICE

Schedule No. 4

BASE FACILITY CHARGE

5/8" X 3/4"	\$29.01
3/4"	43.52
1"	72.53
1 1/2"	145.05
2"	232.08
3"	464.16
4"	725.25
6"	1,450.50
8"	2,320.80

CHARGE PER 1,000 GALLONS \$2.85

RESIDENTIAL BILLS 5/8" X 3/4"

3,000 gallons	\$ 37.56
5,000 gallons	\$ 43.26
10,000 gallons	\$ 57.51
20,000 gallons	\$ 86.01
30,000 gallons	\$ 114.51

ST JOE UTILITIES, INC.  
 Base Facility Charge and Gallonage Component Cost  
 At 80% of Design Capacity  
 WATER SERVICE - INVERTED BLOCK DESIGN

Schedule No. 4A

BASE FACILITY CHARGE

5/8" X 3/4"	\$29.01
3/4"	43.52
1"	72.53
1 1/2"	145.05
2"	232.08
3"	464.16
4"	725.25
6"	1,450.50
8"	2,320.80

CHARGE PER 1,000 GALLONS

Residential Service  
 Usage Levels per Month

0-10,000 gallons	\$2.44
10,001-20,000 gallons	3.05
Over 20,000 gallons	3.66
General Service - All Gallons	\$2.85

RESIDENTIAL BILLS      5/8" X 3/4"

3,000 gallons	\$ 36.33
5,000 gallons	\$ 41.21
10,000 gallons	\$ 53.41
20,000 gallons	\$ 90.01
30,000 gallons	\$ 138.81

ST. JAMES ISLAND UTILITY COMPANY  
 Base Facility Charge and Gallonage Component Cost  
 At 80% of Design Capacity  
 WASTEWATER SERVICE

Schedule No. 5

BASE FACILITY CHARGE

5/8" X 3/4"	34.25
3/4"	51.38
1"	85.63
1 1/2"	171.25
2"	274.00
3"	548.00
4"	856.25
6"	1,712.50
8"	2,740.00

CHARGE PER 1,000 GALLONS

Residential	3.44 *
General Service	3.44

\* Maximum of 8,000 gallons

RESIDENTIAL BILLS	5/8" X 3/4"
3,000 gallons	\$ 44.57
5,000 gallons	\$ 51.45
10,000 gallons	\$ 68.65

ST. JAMES ISLAND UTILITY COMPANY  
 OPERATING INCOME AT FULL RATE OF RETURN - WATER

Support Table A-1

	2004	2005	2006	2007	2008	2009	2010
OPERATING REVENUES	307,629	295,003	284,311	314,386	308,902	299,986	291,963
Operation & Maintenance	27,407	32,442	43,530	58,502	71,179	85,964	101,322
Depreciation	86,314	88,325	92,891	102,483	110,775	113,144	114,900
CIAC Amortization	(23,422)	(26,279)	(32,963)	(39,829)	(46,015)	(51,360)	(56,257)
Taxes Other than Income - Property (1.25%)	18,729	17,361	15,729	16,674	14,922	13,098	11,314
Taxes Other than Income - Reg. Fees	13,843	13,275	12,794	14,147	13,901	13,499	13,138
Provision for Income Taxes	24,261	21,104	17,537	19,517	16,268	13,399	10,593
OPERATING EXPENSES	147,132	146,227	149,519	171,496	181,028	187,744	195,010
NET OPERATING INCOME	160,497	148,776	134,792	142,890	127,874	112,242	96,953
RATE BASE	1,498,289	1,388,873	1,258,330	1,333,922	1,193,747	1,047,812	905,088
RATE OF RETURN	10.71%	10.71%	10.71%	10.71%	10.71%	10.71%	10.71%

ST. JAMES ISLAND UTILITY COMPANY  
 OPERATING INCOME AT FULL RATE OF RETURN - WASTEWATER

Support Table A-2

	2004	2005	2006	2007	2008	2009	2010
OPERATING REVENUES	320,489	306,793	296,152	373,545	372,034	359,577	349,148
Operation & Maintenance	25,123	31,203	44,401	61,162	75,436	92,074	109,312
Depreciation	95,631	101,168	114,562	141,789	168,080	182,531	197,132
CIAC Amortization	(19,776)	(26,348)	(42,253)	(59,132)	(76,352)	(94,307)	(112,665)
Taxes Other than Income - Property (1.25%)	18,864	17,338	15,555	19,523	17,436	15,284	13,180
Taxes Other than Income - Reg. Fees	14,422	13,806	13,327	16,810	16,742	16,181	15,712
Provision for Income Taxes	24,572	21,049	17,263	26,094	21,276	16,837	13,529
OPERATING EXPENSES	158,836	158,215	162,855	206,245	222,617	228,600	236,200
NET OPERATING INCOME	161,653	148,578	133,297	167,300	149,417	130,977	112,948
RATE BASE	1,509,085	1,387,026	1,244,366	1,561,804	1,394,860	1,222,716	1,054,404
RATE OF RETURN	10.71%	10.71%	10.71%	10.71%	10.71%	10.71%	10.71%

ST. JAMES ISLAND UTILITY COMPANY  
 OPERATING INCOME - WATER  
 AT RATES BASED ON 80% OF DESIGN CAPACITY

Support Table A-3

	2004	2005	2006	2007	2008	2009	2010
OPERATING REVENUES	0	25,829	72,929	118,824	171,051	230,731	291,978
Operation & Maintenance	27,407	32,442	43,530	58,502	71,179	85,964	101,322
Depreciation	86,314	88,325	92,891	102,483	110,775	113,144	114,900
CIAC Amortization	(23,422)	(26,279)	(32,963)	(39,829)	(46,015)	(51,360)	(56,257)
Taxes Other than Income - Property	18,729	17,361	15,729	16,674	14,922	13,098	11,314
Taxes Other than Income - Reg. Fees	0	1,162	3,282	5,347	7,697	10,383	13,139
Provision for Income Taxes	0	0	0	0	0	0	10,597
OPERATING EXPENSES	147,132	113,011	122,470	143,178	158,557	171,229	195,015
NET OPERATING INCOME	(147,132)	(87,181)	(49,541)	(24,354)	12,493	59,503	96,963
RATE BASE	1,498,289	1,388,873	1,258,330	1,333,922	1,193,747	1,047,812	905,088
RATE OF RETURN	-9.82%	-6.28%	-3.94%	-1.83%	1.05%	5.68%	10.71%

ST. JAMES ISLAND UTILITY COMPANY  
 OPERATING INCOME - WASTEWATER  
 AT RATES BASED ON 80% OF DESIGN CAPACITY

Support Table A-4

	2004	2005	2006	2007	2008	2009	2010
OPERATING REVENUES	0	30,987	87,332	142,153	204,602	275,945	349,136
Operation & Maintenance	25,123	31,203	44,401	61,162	75,436	92,074	109,312
Depreciation	95,631	101,168	114,562	141,789	168,080	182,531	197,132
CIAC Amortization	(19,776)	(26,348)	(42,253)	(59,132)	(76,352)	(94,307)	(112,665)
Taxes Other than Income - Property	18,864	17,338	15,555	19,523	17,436	15,284	13,180
Taxes Other than Income - Reg. Fees	0	1,394	3,930	6,397	9,207	12,418	15,711
Provision for Income Taxes	0	0	0	0	0	0	13,525
OPERATING EXPENSES	119,842	124,755	136,195	169,739	193,807	207,999	236,196
NET OPERATING INCOME	(119,842)	(93,768)	(48,863)	(27,586)	10,796	67,945	112,940
RATE BASE	1,509,085	1,387,026	1,244,366	1,561,804	1,394,860	1,222,716	1,054,404
RATE OF RETURN	-7.94%	-6.76%	-3.93%	-1.77%	0.77%	5.56%	10.71%

ST. JAMES ISLAND UTILITY COMPANY  
RATE BASE - WATER

Support Table B-1

	2004	2005	2006	2007	2008	2009	2010
Utility Plant in Service	2,604,133	2,762,367	2,961,103	3,319,593	3,402,508	3,469,705	3,495,419
Accumulated Depreciation	(86,314)	(174,639)	(267,530)	(370,014)	(480,789)	(593,933)	(708,833)
CIAC	(1,046,378)	(1,252,612)	(1,523,348)	(1,745,463)	(1,905,378)	(2,058,575)	(2,170,289)
Accum. Amort. of CIAC	23,422	49,702	82,665	122,493	168,509	219,869	276,126
Less: Non Used & Useful Adj.	0	0	0	0	0	0	0
Working Capital Allowance	3,426	4,055	5,441	7,313	8,897	10,746	12,665
Total Rate Base	1,498,289	1,388,873	1,258,330	1,333,922	1,193,747	1,047,812	905,088

ST. JAMES ISLAND UTILITY COMPANY  
RATE BASE - WASTEWATER

Support Table B-2

	2004	2005	2006	2007	2008	2009	2010
Utility Plant in Service	2,199,517	2,474,478	2,856,699	3,634,680	3,943,763	4,275,031	4,576,031
Accumulated Depreciation	(95,631)	(196,799)	(311,361)	(453,150)	(621,230)	(803,761)	(1,000,893)
CIAC	(617,717)	(940,678)	(1,394,899)	(1,774,880)	(2,160,963)	(2,578,231)	(2,965,231)
Accum. Amort. of CIAC	19,776	46,125	88,377	147,509	223,861	318,168	430,833
Less: Non Used & Useful Adj.	0	0	0	0	0	0	0
Working Capital Allowance	3,140	3,900	5,550	7,645	9,429	11,509	13,664
Total Rate Base	1,509,085	1,387,026	1,244,366	1,561,804	1,394,860	1,222,716	1,054,404

ST. JAMES ISLAND UTILITY COMPANY  
PLANT IN SERVICE

Support Table B-3

NARUC Account	Description	2004	2005	2006	2007	2008	2009	2010
<b>WATER - ANNUAL ADDITIONS</b>								
301	Organization	5,000	0	0	0	0	0	0
302	Franchises	15,000	0	0	0	0	0	0
303	Land	39,000	0	0	0	0	0	0
304	Structures & Improvements	332,685	0	0	0	0	0	0
307	Wells & Springs	264,517	0	0	132,258	0	0	0
309	Supply Mains	608,071	0	0	0	0	0	0
310	Power Generation Equipment	61,686	0	0	0	0	0	0
311	Pumping Equipment	132,233	0	0	66,117	0	0	0
320	Water Treatment Equipment	362,633	0	0	0	0	0	0
330	Dist. Reserv. & Standpipes	345,000	0	0	0	0	0	0
331	Trans. & Dist. Mains	305,827	74,192	101,998	78,557	33,327	24,003	0
333	Services	61,065	37,950	35,535	28,635	10,695	6,900	0
334	Meters & Meter Installations	0	14,352	21,528	18,538	23,023	25,714	25,714
335	Hydrants	71,415	31,740	39,675	34,385	15,870	10,580	0
	Totals	2,604,133	158,234	198,736	358,490	82,915	67,197	25,714

<b>WATER - ANNUAL BALANCES</b>								
301	Organization	5,000	5,000	5,000	5,000	5,000	5,000	5,000
302	Franchises	15,000	15,000	15,000	15,000	15,000	15,000	15,000
303	Land	39,000	39,000	39,000	39,000	39,000	39,000	39,000
304	Structures & Improvements	332,685	332,685	332,685	332,685	332,685	332,685	332,685
307	Wells & Springs	264,517	264,517	264,517	396,775	396,775	396,775	396,775
309	Supply Mains	608,071	608,071	608,071	608,071	608,071	608,071	608,071
310	Power Generation Equipment	61,686	61,686	61,686	61,686	61,686	61,686	61,686
311	Pumping Equipment	132,233	132,233	132,233	198,350	198,350	198,350	198,350
320	Water Treatment Equipment	362,633	362,633	362,633	362,633	362,633	362,633	362,633
330	Dist. Reserv. & Standpipes	345,000	345,000	345,000	345,000	345,000	345,000	345,000
331	Trans. & Dist. Mains	305,827	380,019	482,017	560,573	593,900	617,904	617,904
333	Services	61,065	99,015	134,550	163,185	173,880	180,780	180,780
334	Meters & Meter Installations	0	14,352	35,880	54,418	77,441	103,155	128,869
335	Hydrants	71,415	103,155	142,830	177,215	193,085	203,665	203,665
	Totals	2,604,133	2,762,367	2,961,103	3,319,593	3,402,508	3,469,705	3,495,419

ST. JAMES ISLAND UTILITY COMPANY  
PLANT IN SERVICE

NARUC Account	Description	2004	2005	2006	2007	2008	2009	2010
<b>WASTEWATER - ANNUAL ADDITIONS</b>								
351	Organization	5,000	0	0	0	0	0	0
352	Franchises	15,000	0	0	0	0	0	0
353	Land	30,000	0	0	0	0	0	0
354	Structures & Improvements	439,300	0	0	0	0	0	0
360.1	Sewer Force Mains	398,757	0	0	0	0	0	0
360.2	Low Pressure Force Mains	102,925	52,038	63,681	47,323	19,550	17,250	0
363	Services	116,035	54,924	66,539	53,659	20,033	13,018	0
371	Pumping Plant	172,500	168,000	252,000	217,000	269,500	301,000	301,000
380	Treat & Disposal Plant	920,000	0	0	460,000	0	0	0
	Totals	2,199,517	274,962	382,220	777,982	309,083	331,268	301,000
<b>WASTEWATER - ANNUAL BALANCES</b>								
351	Organization	5,000	5,000	5,000	5,000	5,000	5,000	5,000
352	Franchises	15,000	15,000	15,000	15,000	15,000	15,000	15,000
353	Land	30,000	30,000	30,000	30,000	30,000	30,000	30,000
354	Structures & Improvements	439,300	439,300	439,300	439,300	439,300	439,300	439,300
360.1	Sewer Force Mains	398,757	398,757	398,757	398,757	398,757	398,757	398,757
360.2	Low Pressure Force Mains	102,925	154,963	218,644	265,966	285,516	302,766	302,766
363	Services	116,035	170,959	237,498	291,157	311,190	324,208	324,208
371	Pumping Plant	172,500	340,500	592,500	809,500	1,079,000	1,380,000	1,681,000
380	Treat & Disposal Plant	920,000	920,000	920,000	1,380,000	1,380,000	1,380,000	1,380,000
	Totals	2,199,517	2,474,478	2,856,699	3,634,680	3,943,763	4,275,031	4,576,031
	Totals, Water & Wastewater	4,803,650	5,236,845	5,817,802	6,954,273	7,346,271	7,744,736	8,071,450

ST. JAMES ISLAND UTILITY COMPANY  
DEPRECIATION

Support Table B-4

NARUC		2004	2005	2006	2007	2008	2009	2010
Account	Description							
<b>WATER - ANNUAL EXPENSE</b>								
301	Organization	125	125	125	125	125	125	125
302	Franchises	375	375	375	375	375	375	375
303	Land	0	0	0	0	0	0	0
304	Structures & Improvements	13,400	13,400	13,400	13,400	13,400	13,400	13,400
307	Wells & Springs	13,226	13,226	13,226	16,532	19,839	19,839	19,839
309	Supply Mains	13,513	13,513	13,513	13,513	13,513	13,513	13,513
310	Power Generation Equipment	3,084	3,084	3,084	3,084	3,084	3,084	3,084
311	Pumping Equipment	6,612	6,612	6,612	8,265	9,918	9,918	9,918
320	Water Treatment Equipment	17,445	17,445	17,445	17,445	17,445	17,445	17,445
330	Dist. Reserv. & Standpipes	8,625	8,625	8,625	8,625	8,625	8,625	8,625
331	Trans. & Dist. Mains	6,796	7,621	9,578	11,584	12,827	13,464	13,731
333	Services	1,527	2,001	2,920	3,722	4,213	4,433	4,520
334	Meters & Meter Installations	0	359	1,256	2,257	3,296	4,515	5,801
335	Hydrants	1,587	1,940	2,733	3,556	4,114	4,408	4,526
	Totals	86,314	88,325	92,891	102,483	110,775	113,144	114,900

<b>WATER - ANNUAL BALANCES</b>								
301	Organization	125	250	375	500	625	750	875
302	Franchises	375	750	1,125	1,500	1,875	2,250	2,625
303	Land	0	0	0	0	0	0	0
304	Structures & Improvements	13,400	26,800	40,200	53,600	66,999	80,399	93,799
307	Wells & Springs	13,226	26,452	39,677	56,210	76,048	95,887	115,726
309	Supply Mains	13,513	27,025	40,538	54,051	67,563	81,076	94,589
310	Power Generation Equipment	3,084	6,169	9,253	12,337	15,422	18,506	21,590
311	Pumping Equipment	6,612	13,223	19,835	28,100	38,017	47,935	57,852
320	Water Treatment Equipment	17,445	34,890	52,335	69,781	87,226	104,671	122,116
330	Dist. Reserv. & Standpipes	8,625	17,250	25,875	34,500	43,125	51,750	60,375
331	Trans. & Dist. Mains	6,796	14,417	23,995	35,579	48,407	61,871	75,602
333	Services	1,527	3,528	6,447	10,169	14,382	18,815	23,335
334	Meters & Meter Installations	0	359	1,615	3,872	7,169	11,683	17,484
335	Hydrants	1,587	3,527	6,260	9,816	13,930	18,339	22,865
	Totals	86,314	174,639	267,530	370,014	480,789	593,933	708,833

ST. JAMES ISLAND UTILITY COMPANY  
DEPRECIATION

NARUC		2004	2005	2006	2007	2008	2009	2010
Account	Description							
<b>WASTEWATER - ANNUAL EXPENSE</b>								
351	Organization	125	125	125	125	125	125	125
352	Franchises	375	375	375	375	375	375	375
353	Land	0	0	0	0	0	0	0
354	Structures & Improvements	16,139	16,139	16,139	16,139	16,139	16,139	16,139
360.1	Sewer Force Mains	13,292	13,292	13,292	13,292	13,292	13,292	13,292
360.2	Low Pressure Force Mains	3,431	4,298	6,227	8,077	9,191	9,805	10,092
363	Services	3,054	3,776	5,374	6,956	7,926	8,361	8,532
371	Pumping Plant	8,105	12,052	21,919	32,937	44,366	57,768	71,911
380	Treat & Disposal Plant	51,111	51,111	51,111	63,889	76,667	76,667	76,667
	Totals	95,631	101,168	114,562	141,789	168,080	182,531	197,132

<b>WASTEWATER - ANNUAL BALANCES</b>								
351	Organization	125	250	375	500	625	750	875
352	Franchises	375	750	1,125	1,500	1,875	2,250	2,625
353	Land	0	0	0	0	0	0	0
354	Structures & Improvements	16,139	32,278	48,417	64,556	80,695	96,834	112,973
360.1	Sewer Force Mains	13,292	26,584	39,876	53,168	66,459	79,751	93,043
360.2	Low Pressure Force Mains	3,431	7,729	13,956	22,033	31,224	41,029	51,121
363	Services	3,054	6,830	12,204	19,160	27,086	35,446	43,978
371	Pumping Plant	8,105	20,157	42,075	75,012	119,377	177,146	249,056
380	Treat & Disposal Plant	51,111	102,222	153,333	217,222	293,889	370,556	447,222
	Totals	95,631	196,799	311,361	453,150	621,230	803,761	1,000,893
	Totals, Water & Wastewater	181,946	371,438	578,891	823,164	1,102,019	1,397,694	1,709,726

ST. JAMES ISLAND UTILITY COMPANY  
**CONTRIBUTED PLANT IN SERVICE**

Support Table B-5

NARUC		2004	2005	2006	2007	2008	2009	2010
Account	Description							
<b>WATER - ANNUAL ADDITIONS</b>								
	Capacity Charge	0	48,000	72,000	62,000	77,000	86,000	86,000
309	Supply Mains	608,071	0	0	0	0	0	0
331	Trans. & Dist. Mains	305,827	74,192	101,998	78,557	33,327	24,003	0
333	Services	61,065	37,950	35,535	28,635	10,695	6,900	0
334	Meters & Meter Installations	0	14,352	21,528	18,538	23,023	25,714	25,714
335	Hydrants	71,415	31,740	39,675	34,385	15,870	10,580	0
	Totals	1,046,378	206,234	270,736	222,115	159,915	153,197	111,714
<b>WATER - ANNUAL BALANCES</b>								
	Capacity Charge	0	48,000	120,000	182,000	259,000	345,000	431,000
309	Supply Mains	608,071	608,071	608,071	608,071	608,071	608,071	608,071
331	Trans. & Dist. Mains	305,827	380,019	482,017	560,573	593,900	617,904	617,904
333	Services	61,065	99,015	134,550	163,185	173,880	180,780	180,780
334	Meters & Meter Installations	0	14,352	35,880	54,418	77,441	103,155	128,869
335	Hydrants	71,415	103,155	142,830	177,215	193,085	203,665	203,665
	Totals	1,046,378	1,252,612	1,523,348	1,745,463	1,905,378	2,058,575	2,170,289
<b>NARUC</b>								
Account	Description	2004	2005	2006	2007	2008	2009	2010
<b>WASTEWATER - ANNUAL ADDITIONS</b>								
	Capacity Charge	0	48,000	72,000	62,000	77,000	86,000	86,000
360.1	Sewer Force Mains	398,757	0	0	0	0	0	0
360.2	Low Pressure Force Mains	102,925	52,038	63,681	47,323	19,550	17,250	0
363	Services	116,035	54,924	66,539	53,659	20,033	13,018	0
371	On-Site Component (Tank/Pump)	0	168,000	252,000	217,000	269,500	301,000	301,000
	Totals	617,717	322,962	454,220	379,982	386,083	417,268	387,000
<b>WASTEWATER - ANNUAL BALANCES</b>								
	Capacity Charge	0	48,000	120,000	182,000	259,000	345,000	431,000
360.1	Sewer Force Mains	398,757	398,757	398,757	398,757	398,757	398,757	398,757
360.2	Low Pressure Force Mains	102,925	154,963	218,644	265,966	285,516	302,766	302,766
363	Services	116,035	170,959	237,498	291,157	311,190	324,208	324,208
371	On-Site Component (Tank/Pump)	0	168,000	420,000	637,000	906,500	1,207,500	1,508,500
	Totals	617,717	940,678	1,394,899	1,774,880	2,160,963	2,578,231	2,965,231
	Totals, Water & Wastewater	1,664,095	2,193,291	2,918,247	3,520,343	4,066,341	4,636,806	5,135,520

ST. JAMES ISLAND UTILITY COMPANY  
**AMORIZATION OF CONTRIBUTED PLANT IN SERVICE**

Support Table B-6

NARUC		2004	2005	2006	2007	2008	2009	2010
Account	Description							
<b>WATER - ANNUAL EXPENSE</b>								
	Capacity Charge	0	847	2,963	5,197	8,051	11,027	14,167
309	Supply Mains	13,513	13,513	13,513	13,513	13,513	13,513	13,513
331	Trans. & Dist. Mains	6,796	7,621	9,578	11,584	12,827	13,464	13,731
333	Services	1,527	2,001	2,920	3,722	4,213	4,433	4,520
334	Meters & Meter Installations	0	359	1,256	2,257	3,296	4,515	5,801
335	Hydrants	1,587	1,940	2,733	3,556	4,114	4,408	4,526
	Totals	23,422	26,279	32,963	39,829	46,015	51,360	56,257
<b>WATER - ANNUAL BALANCES</b>								
	Capacity Charge	0	847	3,810	9,007	17,058	28,084	42,251
309	Supply Mains	13,513	27,025	40,538	54,051	67,563	81,076	94,589
331	Trans. & Dist. Mains	6,796	14,417	23,995	35,579	48,407	61,871	75,602
333	Services	1,527	3,528	6,447	10,169	14,382	18,815	23,335
334	Meters & Meter Installations	0	359	1,615	3,872	7,169	11,683	17,484
335	Hydrants	1,587	3,527	6,260	9,816	13,930	18,339	22,865
	Totals	23,422	49,702	82,665	122,493	168,509	219,869	276,126
<b>NARUC</b>								
Account	Description	2004	2005	2006	2007	2008	2009	2010
<b>WASTEWATER - ANNUAL EXPENSE</b>								
	Capacity Charge	0	1,114	3,820	6,468	10,402	14,172	18,210
360.1	Sewer Force Mains	13,292	13,292	13,292	13,292	13,292	13,292	13,292
360.2	Low Pressure Force Mains	3,431	4,298	6,227	8,077	9,191	9,805	10,092
363	Services	3,054	3,776	5,374	6,956	7,926	8,361	8,532
371	On-Site Component (Tank/Pump)	0	3,868	13,539	24,339	35,541	48,678	62,539
	Totals	19,776	26,348	42,253	59,132	76,352	94,307	112,665
<b>WASTEWATER - ANNUAL BALANCES</b>								
	Capacity Charge	0	1,114	4,934	11,402	21,804	35,976	54,186
360.1	Sewer Force Mains	13,292	26,584	39,876	53,168	66,459	79,751	93,043
360.2	Low Pressure Force Mains	3,431	7,729	13,956	22,033	31,224	41,029	51,121
363	Services	3,054	6,830	12,204	19,160	27,086	35,446	43,978
363	On-Site Component (Tank/Pump)	0	3,868	17,408	41,747	77,288	125,965	188,505
	Totals	19,776	46,125	88,377	147,509	223,861	318,168	430,833
	Totals, Water & Wastewater	43,199	95,826	171,042	270,002	392,370	538,037	706,959

ST. JAMES ISLAND UTILITY COMPANY  
NET PLANT to NET CIAC RATIOS

Support Table B-7

	2004	2005	2006	2007	2008	2009	2010
<b>WATER</b>							
Net Plant	2,517,819	2,587,728	2,693,573	2,949,579	2,921,719	2,875,772	2,786,586
Net CIAC	1,022,956	1,202,911	1,440,684	1,622,969	1,736,869	1,838,706	1,894,163
Net CIAC as Pct of Net Plant	41%	46%	53%	55%	59%	64%	68%
<b>WASTEWATER</b>							
Net Plant	2,103,886	2,277,679	2,545,338	3,181,530	3,322,533	3,471,270	3,575,138
Net CIAC	597,940	894,554	1,306,521	1,627,371	1,937,102	2,260,063	2,534,398
Net CIAC as Pct of Net Plant	28%	39%	51%	51%	58%	65%	71%

**ST. JAMES ISLAND UTILITY COMPANY  
WATER OPERATION & MAINTENANCE**

Support Table C-1

**NARUC**

Account	Description	2004	2005	2006	2007	2008	2009	2010
632	Contractual Services - Acctg	2,900	2,900	2,900	2,900	2,900	2,900	2,900
633	Contractual Services - Legal	5,000	10,000	10,000	10,000	10,000	10,000	10,000
634	Contractual Services - Mgt.	4,000	4,032	14,112	25,368	37,044	50,736	65,184
641	Rents - Real Property	0	0	0	0	0	0	0
657	Insurance (0.6% of Net Plant)	15,107	15,107	15,107	17,697	17,530	17,255	16,720
675	Misc. (10% of Acct 634)	400	403	1,411	2,537	3,704	5,074	6,518
<b>Total</b>		<b>27,407</b>	<b>32,442</b>	<b>43,530</b>	<b>58,502</b>	<b>71,179</b>	<b>85,964</b>	<b>101,322</b>

**WASTEWATER OPERATION & MAINTENANCE**

**NARUC**

Account	Description	2004	2005	2006	2007	2008	2009	2010
732	Contractual Services - Acctg	2,900	2,900	2,900	2,900	2,900	2,900	2,900
733	Contractual Services - Legal	5,000	10,000	10,000	10,000	10,000	10,000	10,000
734	Contractual Services - Mgt.	4,000	4,032	14,112	25,368	37,044	50,736	65,184
741	Rents - Real Property	0	0	0	0	0	0	0
757	Insurance (0.6% of Net Plant)	12,623	13,666	15,272	19,089	19,935	20,828	21,451
775	Misc. (15% of Acct 734)	600	605	2,117	3,805	5,557	7,610	9,778
<b>Total</b>		<b>25,123</b>	<b>31,203</b>	<b>44,401</b>	<b>61,162</b>	<b>75,436</b>	<b>92,074</b>	<b>109,312</b>

**NOTES ON O&M ASSUMPTIONS:**

1. Contractual services - Acct: Assumes services required to prepare annual regulatory reports.
2. Contractual services - Legal: Assumes requirement for ongoing regulatory legal services.
3. Contractual services - Mgt: Assumes all operational & customer billing functions carried out by contractor.  
Fee assumes costs for electric, chemical, lab fees, and preventive maint.  
Estimated fee: \$14/ERC/mo - water and wastewater, each, based on similar contracts.; Minimum - \$4,000/yr.
4. Rents - real property: Annual lease for land on which water and wastewater plants are located.
5. Misc. includes specific maintenance & repair including maint. of wastewater on-site components.

ST. JAMES ISLAND UTILITY COMPANY  
Revenue Requirement Calculation

Support Table D-1

	TEST YEAR YR 2004 WATER	TEST YEAR YR 2005 WATER	TEST YEAR YR 2006 WATER	TEST YEAR YR 2007 WATER	TEST YEAR YR 2008 WATER	TEST YEAR YR 2009 WATER	TEST YEAR YR 2010 WATER	
OPERATING REVENUES	307,629	295,003	284,311	314,386	308,902	299,986	291,963	
TOTAL O&M EXPENSE	27,407	32,442	43,530	58,502	71,179	85,964	101,322	
NET DEPRECIATION EXPENSE	62,892	62,045	59,929	62,655	64,760	61,784	58,644	
TAXES OTHER THAN INCOME	32,572	30,636	28,523	30,821	28,822	26,597	24,452	
NOI BEFORE INCOME TAXES	184,758	169,880	152,329	162,408	144,141	125,641	107,545	
INTEREST	88,819	82,332	74,594	79,075	70,765	62,114	53,654	
TAXABLE NOI	95,939	87,548	77,735	83,333	73,376	63,527	53,891	
RESTATEMENT OF OPERATING INCOME								
OPERATING REVENUES	307,629	295,003	284,311	314,386	308,902	299,986	291,963	
TOTAL O&M EXPENSE	27,407	32,442	43,530	58,502	71,179	85,964	101,322	
NET DEPRECIATION EXPENSE	62,892	62,045	59,929	62,655	64,760	61,784	58,644	
TAXES OTHER THAN INCOME	18,729	17,361	15,729	16,674	14,922	13,098	11,314	
REG FEES (SEPARATE LINE ITEM)	13,843	13,275	12,794	14,147	13,901	13,499	13,138	
INCOME TAX	24,261	21,104	17,537	19,517	16,268	13,399	10,593	
CALCULATED NOI AFTER TAXES	160,497	148,776	134,792	142,890	127,874	112,242	96,953	
ALLOWABLE NOI AFTER TAXES	160,497	148,776	134,792	142,890	127,874	112,242	96,953	
	TAX COMPUTATION							
GROSS NOI DEFICIENCY	95,939	87,548	77,735	83,333	73,376	63,527	53,891	
STATE EXEMPTION	2,500	2,500	2,500	2,500	2,500	2,500	2,500	
STATE TAXABLE INCOME	93,439	85,048	75,235	80,833	70,876	61,027	51,391	
STATE INCOME TAX RATE	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	
STATE INCOME TAX	5,139	4,678	4,138	4,446	3,898	3,356	2,827	
FEDERAL TAXABLE INCOME	90,800	82,870	73,597	78,887	69,478	60,171	51,064	
0 -	50,000 :	15%	7,500	7,500	7,500	7,500	7,500	7,500
50,000 -	75,000 :	25%	6,250	6,250	5,899	6,250	4,869	2,543
75,000 -	100,000 :	34%	5,372	2,676	0	1,322	0	0
100,000 -	335,000 :	39%	0	0	0	0	0	0
335,000 -	AND UP :	34%	0	0	0	0	0	0
FEDERAL INCOME TAX	19,122	16,426	13,399	15,072	12,369	10,043	7,766	
STATE INCOME TAX	5,139	4,678	4,138	4,446	3,898	3,356	2,827	
TOTAL INCOME TAX	24,261	21,104	17,537	19,517	16,268	13,399	10,593	

ST. JAMES ISLAND UTILITY COMPANY  
Revenue Requirement Calculation

Support Table D-2

	TEST YEAR YR 2004 WASTEWATER	TEST YEAR YR 2005 WASTEWATER	TEST YEAR YR 2006 WASTEWATER	TEST YEAR YR 2007 WASTEWATER	TEST YEAR YR 2008 WASTEWATER	TEST YEAR YR 2009 WASTEWATER	TEST YEAR YR 2010 WASTEWATER
OPERATING REVENUES	320,489	306,793	296,152	373,545	372,034	359,577	349,148
TOTAL O&M EXPENSE	25,123	31,203	44,401	61,162	75,436	92,074	109,312
NET DEPRECIATION EXPENSE	75,855	74,820	72,309	82,657	91,728	88,224	84,467
TAXES OTHER THAN INCOME	33,286	31,144	28,881	36,332	34,177	31,465	28,892
NOI BEFORE INCOME TAXES	186,225	169,627	150,561	193,393	170,693	147,814	126,477
INTEREST	89,459	82,223	73,766	92,584	82,687	72,483	62,505
TAXABLE NOI	96,766	87,404	76,795	100,809	88,006	75,331	63,972
RESTATEMENT OF OPERATING INCOME							
OPERATING REVENUES	320,489	306,793	296,152	373,545	372,034	359,577	349,148
TOTAL O&M EXPENSE	25,123	31,203	44,401	61,162	75,436	92,074	109,312
NET DEPRECIATION EXPENSE	75,855	74,820	72,309	82,657	91,728	88,224	84,467
TAXES OTHER THAN INCOME	18,864	17,338	15,555	19,523	17,436	15,284	13,180
REG FEES (SEPARATE LINE ITEM)	14,422	13,806	13,327	16,810	16,742	16,181	15,712
INCOME TAX	24,572	21,049	17,263	26,094	21,276	16,837	13,529
CALCULATED NOI AFTER TAXES	161,653	148,578	133,297	167,300	149,417	130,977	112,948
ALLOWABLE NOI AFTER TAXES	161,653	148,578	133,297	167,300	149,417	130,977	112,948
	TAX COMPUTATION						
GROSS NOI DEFICIENCY	96,766	87,404	76,795	100,809	88,006	75,331	63,972
STATE EXEMPTION	2,500	2,500	2,500	2,500	2,500	2,500	2,500
STATE TAXABLE INCOME	94,266	84,904	74,295	98,309	85,506	72,831	61,472
STATE INCOME TAX RATE	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%
STATE INCOME TAX	5,185	4,670	4,086	5,407	4,703	4,006	3,381
FEDERAL TAXABLE INCOME	91,581	82,734	72,709	95,402	83,303	71,325	60,591
0 -	50,000 :	15%	7,500	7,500	7,500	7,500	7,500
50,000 -	75,000 :	25%	6,250	6,250	5,677	6,250	5,331
75,000 -	100,000 :	34%	5,638	2,630	0	6,937	2,823
100,000 -	335,000 :	39%	0	0	0	0	0
335,000 -	AND UP :	34%	0	0	0	0	0
FEDERAL INCOME TAX	19,388	16,380	13,177	20,687	16,573	12,831	10,148
STATE INCOME TAX	5,185	4,670	4,086	5,407	4,703	4,006	3,381
TOTAL INCOME TAX	24,572	21,049	17,263	26,094	21,276	16,837	13,529

ST. JAMES ISLAND UTILITY COMPANY  
 Base Facility Charge and Gallonage Component Cost  
 At 80% of Design Capacity

Support Table D-3

FACTORED ERC'S 4,656  
 FACTORED GALLONS 55,060

BASE FACILITY CHARGE COMPONENT CONSTRUCTION -WATER-	TEST YEAR 2010	PERCENTAGE ASSIGNMENT		FACTORED ERC'S		FACTORED GALLONS	
		BASE FACILITY CHARGE	GALLONAGE CHARGE	BASE FACILITY COST	BASE FACILITY CHARGE	GALLONAGE COST	GALLONAGE CHARGE
<b>OPERATION &amp; MAINTENANCE EXPENSES:</b>							
601 Salaries and Wages - Employees		50%	50%	0	0.0000	0	0.0000
603 Salaries and Wages - Officers		100%	---	0	0.0000	0	0.0000
604 Employee Pensions and Benefits		50%	50%	0	0.0000	0	0.0000
610 Purchased Water		---	100%	0	0.0000	0	0.0000
615-6 Purchased Power & Fuel for Power Production		---	100%	0	0.0000	0	0.0000
618 Chemicals		---	100%	0	0.0000	0	0.0000
620 Materials and Supplies		50%	50%	0	0.0000	0	0.0000
63X Contractual Services	78,084	50%	50%	39,042	8.3853	39,042	0.7091
641 Rental of Building / Real Property	0	100%	---	0	0.0000	0	0.0000
642 Rental of Equipment		100%	---	0	0.0000	0	0.0000
650 Transportation Expense		50%	50%	0	0.0000	0	0.0000
656-9 Insurance	16,720	100%	---	16,720	3.5910	0	0.0000
660 Advertising Expense		50%	50%	0	0.0000	0	0.0000
666-7 Regulatory Commission Expense		50%	50%	0	0.0000	0	0.0000
670 Bad Debt Expense		50%	50%	0	0.0000	0	0.0000
675 Miscellaneous Expense	6,518	50%	50%	3,259	0.7000	3,259	0.0592
<b>TOTAL OPERATION &amp; MAINTENANCE EXPENSES</b>	<b>101,322</b>			<b>59,021</b>	<b>12.6763</b>	<b>42,301</b>	<b>0.7683</b>
<b>DEPRECIATION AND AMORTIZATION:</b>							
403 Depreciation Expense, Net	58,644	100%	---	58,644	12.5953	0	0.0000
407 Amortization Expense		100%	---	0	0.0000	0	0.0000
<b>TOTAL DEPRECIATION AND AMORTIZATION</b>	<b>58,644</b>			<b>58,644</b>	<b>12.5953</b>	<b>0</b>	<b>0.0000</b>
<b>TAXES OTHER THAN INCOME TAXES:</b>							
408.10 Utility Regulatory Assessment Fees	13,138	46%	54%	6,077	1.3053	7,061	0.1282
408.11 Property Taxes	11,314	100%	---	11,314	2.4299	0	0.0000
408.12 Payroll Taxes	0	100%	---	0	0.0000	0	0.0000
408.13 Other Taxes and Licenses	0	100%	---	0	0.0000	0	0.0000
408.20 TOTI, Other Income and Deductions	0	100%	---	0	0.0000	0	0.0000
<b>TOTAL TAXES OTHER THAN INCOME TAXES</b>	<b>24,452</b>			<b>17,391</b>	<b>3.7352</b>	<b>7,061</b>	<b>0.1282</b>
<b>INCOME TAXES:</b>							
409 Federal, State, and Local Income Taxes	10,593	---	100%	0	0.0000	10,593	0.1924
<b>TOTAL INCOME TAXES</b>	<b>10,593</b>			<b>0</b>	<b>0.0000</b>	<b>10,593</b>	<b>0.1924</b>
<b>RETURN ON INVESTMENT</b>	<b>96,953</b>	<b>---</b>	<b>100%</b>	<b>0</b>	<b>0.0000</b>	<b>96,953</b>	<b>1.7609</b>
<b>TOTAL REVENUE REQUIREMENT</b>	<b>291,963</b>			<b>135,055</b>	<b>29.0068</b>	<b>156,908</b>	<b>2.8497</b>
<b>LESS: MISCELLANEOUS REVENUES</b>	<b>0</b>	<b>100%</b>	<b>---</b>	<b>0</b>	<b>0.0000</b>	<b>0</b>	<b>0.0000</b>
<b>TOTAL REVENUES FOR RATE SETTING</b>	<b>291,963</b>			<b>135,055</b>	<b>29.01</b>	<b>156,908</b>	<b>2.85</b>

ST. JAMES ISLAND UTILITY COMPANY  
 Base Facility Charge and Gallonage Component Cost  
 At 80% of Design Capacity

Support Table D-4

FACTORED ERC'S 4,656  
 FACTORED GALLONS 55,060

BASE FACILITY CHARGE COMPONENT CONSTRUCTION -SEWER-	TEST YEAR 2010	PERCENTAGE ASSIGNMENT		FACTORED ERC'S		FACTORED GALLONS	
		BASE FACILITY CHARGE	GALLONAGE CHARGE	BASE FACILITY COST	BASE FACILITY CHARGE	GALLONAGE COST	GALLONAGE CHARGE
<b>OPERATION &amp; MAINTENANCE EXPENSES:</b>							
701 Salaries and Wages - Employees		50%	50%	0	0.0000	0	0.0000
703 Salaries and Wages - Officers		100%	---	0	0.0000	0	0.0000
704 Employee Pensions and Benefits		50%	50%	0	0.0000	0	0.0000
710 Purchased Sewage Treatment		---	100%	0	0.0000	0	0.0000
711 Sludge Removal		---	100%	0	0.0000	0	0.0000
715-6 Purchased Power & Fuel for Power Production		---	100%	0	0.0000	0	0.0000
718 Chemicals		---	100%	0	0.0000	0	0.0000
720 Materials and Supplies		50%	50%	0	0.0000	0	0.0000
73X Contractual Services	78,084	50%	50%	39,042	8.3853	39,042	0.7091
741 Rental of Building / Real Property	0	100%	---	0	0.0000	0	0.0000
742 Rental of Equipment		100%	---	0	0.0000	0	0.0000
750 Transportation Expense		50%	50%	0	0.0000	0	0.0000
756-9 Insurance	21,451	50%	50%	10,725	2.3036	10,725	0.1948
760 Advertising Expense		50%	50%	0	0.0000	0	0.0000
766-7 Regulatory Commission Expense		50%	50%	0	0.0000	0	0.0000
770 Bad Debt Expense		50%	50%	0	0.0000	0	0.0000
775 Miscellaneous Expense	9,778	50%	50%	4,889	1.0500	4,889	0.0888
<b>TOTAL OPERATION &amp; MAINTENANCE EXPENSES</b>	<b>109,312</b>			<b>54,656</b>	<b>11.7389</b>	<b>54,656</b>	<b>0.9927</b>
<b>DEPRECIATION AND AMORTIZATION:</b>							
403 Depreciation Expense	84,467	100%	---	84,467	18.1415	0	0.0000
407 Amortization Expense	0	100%	---	0	0.0000	0	0.0000
<b>TOTAL DEPRECIATION AND AMORTIZATION</b>	<b>84,467</b>			<b>84,467</b>	<b>18.1415</b>	<b>0</b>	<b>0.0000</b>
<b>TAXES OTHER THAN INCOME TAXES:</b>							
408.10 Utility Regulatory Assessment Fees	15,712	46%	54%	7,177	1.5414	8,535	0.1550
408.11 Property Taxes	13,180	100%	---	13,180	2.8308	0	0.0000
408.12 Payroll Taxes	0	100%	---	0	0.0000	0	0.0000
408.13 Other Taxes and Licenses	0	100%	---	0	0.0000	0	0.0000
408.20 TOTI, Other Income and Deductions	0	100%	---	0	0.0000	0	0.0000
<b>TOTAL TAXES OTHER THAN INCOME TAXES</b>	<b>28,892</b>			<b>20,357</b>	<b>4.3721</b>	<b>8,535</b>	<b>0.1550</b>
<b>INCOME TAXES:</b>							
409 Federal, State, and Local Income Taxes	13,529	---	100%	0	0.0000	13,529	0.2457
<b>TOTAL INCOME TAXES</b>	<b>13,529</b>			<b>0</b>	<b>0.0000</b>	<b>13,529</b>	<b>0.2457</b>
<b>RETURN ON INVESTMENT</b>	<b>112,948</b>	<b>---</b>	<b>100%</b>	<b>0</b>	<b>0.0000</b>	<b>112,948</b>	<b>2.0514</b>
<b>TOTAL REVENUE REQUIREMENT</b>	<b>349,148</b>			<b>159,480</b>	<b>34.2525</b>	<b>189,668</b>	<b>3.4447</b>
<b>LESS: MISCELLANEOUS REVENUES</b>	<b>0</b>	<b>100%</b>	<b>---</b>	<b>0</b>	<b>0.0000</b>	<b>0</b>	<b>0.0000</b>
<b>TOTAL REVENUES FOR RATE SETTING</b>	<b>349,148</b>			<b>159,480</b>	<b>34.25</b>	<b>189,668</b>	<b>3.44</b>

ST. JAMES ISLAND UTILITY COMPANY  
 Customer Growth Assumptions for Years 2004- 2011

Support Table E-1

Year	2004	2005	2006	2007	2008	2009	2010	2011
ERC's Added	0	48	72	62	77	86	86	22
ERC's Cumulative	0.00	48.00	120.00	182.00	259.00	345.00	431.00	453.00
Average ERC's	0.00	24.00	84.00	151.00	220.50	302.00	388.00	442.00
Pct of Buildout, Yr end	0.00%	9.62%	24.05%	36.47%	51.90%	69.14%	86.37%	90.78%
Water GPD	0	16,800	42,000	63,700	90,650	120,750	150,850	158,550
Water Annual 000 Gal	0	6,132	15,330	23,251	33,087	44,074	55,060	57,871
Wastewater GPD	0	16,800	42,000	63,700	90,650	120,750	150,850	158,550
WW Annual 000 Gal	0	6,132	15,330	23,251	33,087	44,074	55,060	57,871

ST. JAMES ISLAND UTILITY COMPANY  
Capital Expenditures for Years 2004 - 2011

Support Table E-2

Description	Unit	Qty	Cost excl. E,O&A	Cost incl. 15% E,O&A	In-Service Year	Depr. Life	Annual Dep. Exp.	Initially Funded By
<b>WATER SYSTEM</b>								
Account 301 - Organization	EA	1	5,000	5,000	2004	40	125	I
Account 302 - Franchises	EA	1	15,000	15,000	2004	40	375	I
Account 303 - Land & Land Rights	Parcel	1	39,000	39,000	2004	-----	-----	I
<b>Account 304 - Structures &amp; Improvements</b>								
Chlorination bldg	EA	1	30,667	35,267	2004	20	1,763	I
Electric for WWTP & Wells (50%)	LS	1	86,250	99,188	2004	20	4,959	I
Entrance - WTP/well field road	LF	6,000	150,000	172,500	2004	32	5,391	I
Housing, Enclosure, Concrete for Gen.	EA	1	22,375	25,731	2004	20	1,287	I
Average Service Life - 2004						25		
<b>Account 307 - Wells &amp; Springs</b>								
Wells , 150 gpm ea	EA	2	230,014	264,517	2004	20	13,226	I
Wells, 150 gpm ea	EA	1	115,007	132,258	2007	20	6,613	I
<b>Account 309 - Supply Mains</b>								
6" PVC Transmission Main	LF	5,000	51,750	59,513	2004	45	1,323	C
8" PVC Transmission Main	LF	6,635	83,933	96,523	2004	45	2,145	C
8" PVC Transmission Main	LF	13,500	170,775	196,391	2004	45	4,364	C
12" PVC Transmission Main	LF	11,700	222,300	255,645	2004	45	5,681	C
<b>Account 310 - Power Generation Equip.</b>								
Emergency generator	EA	1	53,640	61,686	2004	20	3,084	I
<b>Account 311 - Pumping Equipment</b>								
Well pumps & fittings	EA	2	114,986	132,233	2004	20	6,612	I
Well pumps & fittings	EA	1	57,493	66,117	2007	20	3,306	I
<b>Account 320 - Water Treatment Equip.</b>								
Chlorination equip.	EA	1	15,333	17,633	2004	10	1,763	I
WTP (250 gpm)	EA	1	300,000	345,000	2004	22	15,682	I
Average Service Life - 2004						21		
<b>Account 330 - Dist. Reserv. &amp; Standpipes</b>								
100,000 gal. elevated tank	EA	1	300,000	345,000	2004	40	8,625	I
<b>Account 331 - Trans. &amp; Dist. Mains</b>								
6" PVC Transmission Main	LF	2,240	23,184	26,662	2004	45	592	C
8" PVC Transmission Main	LF	8,649	109,410	125,821	2004	45	2,796	C
8" PVC Main	LF	750	9,488	10,911	2004	45	242	C
6" PVC Main	LF	1,850	19,148	22,020	2004	45	489	C
4" PVC Mains	LF	1,700	14,663	16,862	2004	45	375	C
6" PVC Mains	LF	8,700	90,045	103,552	2004	45	2,301	C
6" PVC Mains	LF	3,300	34,155	39,278	2005	45	873	C
8" PVC Main	LF	1,050	13,283	15,275	2005	45	339	C
6" PVC Main	LF	650	6,728	7,737	2005	45	172	C
4" PVC Mains	LF	1,200	10,350	11,903	2005	45	265	C
6" PVC Main	LF	3,050	31,568	36,303	2006	45	807	C
8" PVC Main	LF	1,550	19,608	22,549	2006	45	501	C
6" PVC Main	LF	3,625	37,519	43,147	2006	45	959	C
6" PVC Mains	LF	4,450	46,058	52,966	2007	45	1,177	C
6" PVC Mains	LF	2,150	22,253	25,590	2007	45	569	C
6" PVC Mains	LF	2,800	28,980	33,327	2008	45	741	C
6" PVC Mains	LF	1,600	16,560	19,044	2009	45	423	C
4" PVC Mains	LF	500	4,313	4,959	2009	45	110	C

ST. JAMES ISLAND UTILITY COMPANY  
Capital Expenditures for Years 2004 - 2011

Support Table E-2

Description	Unit	Qty	Cost excl. E,O&A	Cost incl. 15% E,O&A	In-Service Year	Depr. Life	Annual Dep. Exp.	Initially Funded By
<b>WATER SYSTEM</b>								
Account 333 - Services								
3/4" Services	EA	116	34,800	40,020	2004	40	1,001	C
3/4" Services	EA	61	18,300	21,045	2004	40	526	C
3/4" Services	EA	36	18,300	21,045	2005	40	526	C
3/4" Services	EA	49	14,700	16,905	2005	40	423	C
3/4" Services	EA	31	9,300	10,695	2006	40	267	C
3/4" Services	EA	72	21,600	24,840	2006	40	621	C
3/4" Services	EA	57	17,100	19,665	2007	40	492	C
3/4" Services	EA	26	7,800	8,970	2007	40	224	C
3/4" Services	EA	31	9,300	10,695	2008	40	267	C
3/4" Services	EA	20	6,000	6,900	2009	40	173	C
		499						
Account 334 - Meters & Meter Installations								
Meters, Installed	EA	0	0	0	2004	20	0	C
Meters, Installed	EA	48	12,480	14,352	2005	20	718	C
Meters, Installed	EA	72	18,720	21,528	2006	20	1,076	C
Meters, Installed	EA	62	16,120	18,538	2007	20	927	C
Meters, Installed	EA	77	20,020	23,023	2008	20	1,151	C
Meters, Installed	EA	86	22,360	25,714	2009	20	1,286	C
Meters, Installed	EA	86	22,360	25,714	2010	20	1,286	C
Meters, Installed	EA	22	5,720	6,578	2011	20	329	C
		453						
Account 335 - Hydrants								
Hydrants	EA	4	9,200	10,580	2004	45	235	C
Hydrants	EA	15	34,500	39,675	2004	45	882	C
Hydrants	EA	8	18,400	21,160	2004	45	470	C
Hydrants	EA	7	16,100	18,515	2005	45	411	C
Hydrants	EA	5	11,500	13,225	2005	45	294	C
Hydrants	EA	7	16,100	18,515	2006	45	411	C
Hydrants	EA	8	18,400	21,160	2006	45	470	C
Hydrants	EA	10	23,000	26,450	2007	45	588	C
Hydrants	EA	3	6,900	7,935	2007	45	176	C
Hydrants	EA	6	13,800	15,870	2008	45	353	C
Hydrants	EA	4	9,200	10,580	2009	45	235	C
<b>Total - Water System</b>			<b>3,052,910</b>		<b>3,501,997</b>			

ST. JAMES ISLAND UTILITY COMPANY  
Capital Expenditures for Years 2004 - 2011

Support Table E-3

Description	Unit	Qty	Cost		In-Service Year	Depr. Life	Annual Dep. Exp.	Initially Funded By
			Cost excl. E,O&A	Cost incl. 15% E,O&A				
<b>WASTEWATER SYSTEM</b>								
Account 351 - Organization	EA	1	5,000	5,000	2004	40	125	I
Account 352 - Franchises	EA	1	15,000	15,000	2004	40	375	I
Account 353 - Land & Land Rights	Parcel	1	30,000	30,000	2004	-----	-----	I
<b>Account 354 - Structures &amp; Improvements</b>								
Elec Bldg for AWTP	LS	1	28,750	33,063	2004	32	1,033	I
Disposal Ponds	EA	2	92,000	105,800	2004	32	3,306	I
Entrance Road	LF	5,000	175,000	201,250	2004	32	6,289	I
Electric for WWTP & Wells (50%)	LS	1	86,250	99,188	2004	18	5,510	I
Average Service Life - 2004						27		
<b>Account 360.1 - Sewer Force Mains</b>								
3" PVC Forcemain	LF	8,150	40,750	46,863	2004	30	1,562	C
6" PVC Forcemain	LF	3,450	31,050	35,708	2004	30	1,190	C
8" PVC Forcemain	LF	5,100	58,650	67,448	2004	30	2,248	C
Flushing Stations	EA	11	11,000	12,650	2004	30	422	C
Air Release Valves	EA	5	2,500	2,875	2004	30	96	C
8" PVC Forcemain to WWTP	LF	12,830	147,545	169,677	2004	30	5,656	C
6" PVC Forcemain	LF	5,500	49,500	56,925	2004	30	1,898	C
Clear & Grub R/W	AC	2	5,750	6,613	2004	30	220	C
<b>Account 360.2(a) - Low Pressure Force Mains</b>								
1 1/2" Low Pressure F.M.	LF	2,200	11,000	12,650	2004	30	422	C
3" Low Pressure F.M.	LF	900	4,500	5,175	2004	30	173	C
2" Low Pressure F.M.	LF	4,000	20,000	23,000	2004	30	767	C
1 1/2" Low Pressure F.M.	LF	3,150	15,750	18,113	2004	30	604	C
Air Release Valve	EA	2	1,000	1,150	2004	30	38	C
Flushing Stations	EA	13	13,000	14,950	2004	30	498	C
2" Low Pressure F.M.	LF	1,925	9,625	11,069	2004	30	369	C
1 1/2" Low Pressure F.M.	LF	1,625	8,125	9,344	2004	30	311	C
Air Release Valve	EA	1	500	575	2004	30	19	C
Flushing Stations	EA	6	6,000	6,900	2004	30	230	C
2" Low Pressure F.M.	LF	1,500	7,500	8,625	2005	30	288	C
1 1/2" Low Pressure F.M.	LF	1,850	9,250	10,638	2005	30	355	C
Flushing Stations	EA	6	6,000	6,900	2005	30	230	C
3" Low Pressure F.M.	LF	1,050	5,250	6,038	2005	30	201	C
2" Low Pressure F.M.	LF	700	3,500	4,025	2005	30	134	C
1 1/2" Low Pressure F.M.	LF	1,150	5,750	6,613	2005	30	220	C
Flushing Stations	EA	8	8,000	9,200	2005	30	307	C
2" Low Pressure F.M.	LF	650	3,250	3,738	2006	30	125	C
1 1/2" Low Pressure F.M.	LF	2,400	12,000	13,800	2006	30	460	C
Flushing Stations	EA	7	7,000	8,050	2006	30	268	C
3" Low Pressure F.M.	LF	1,650	8,250	9,488	2006	30	316	C
2" Low Pressure F.M.	LF	1,375	6,875	7,906	2006	30	264	C
1 1/2" Low Pressure F.M.	LF	2,100	10,500	12,075	2006	30	403	C
Air Release Valve	EA	1	500	575	2006	30	19	C
Flushing Stations	EA	7	7,000	8,050	2006	30	268	C
2" Low Pressure F.M.	LF	2,550	12,750	14,663	2007	30	489	C
1 1/2" Low Pressure F.M.	LF	1,750	8,750	10,063	2007	30	335	C
1 1/4" Low Pressure F.M.	LF	100	400	460	2007	30	15	C
Flushing Stations	EA	6	6,000	6,900	2007	30	230	C
2" Low Pressure F.M.	LF	1,150	5,750	6,613	2007	30	220	C
1 1/2" Low Pressure F.M.	LF	1,000	5,000	5,750	2007	30	192	C
Air Release Valve	EA	1	500	575	2007	30	19	C

ST. JAMES ISLAND UTILITY COMPANY  
Capital Expenditures for Years 2004 - 2011

Support Table E-3

Description	Unit	Qty	Cost excl. E,O&A	Cost incl. 15% E,O&A	In-Service Year	Depr. Life	Annual Dep. Exp.	Initially Funded By
<b>WASTEWATER SYSTEM</b>								
Flushing Stations	EA	2	2,000	2,300	2007	30	77	C
2" Low Pressure F.M.	LF	2,000	10,000	11,500	2008	30	383	C
1 1/2" Low Pressure F.M.	LF	800	4,000	4,600	2008	30	153	C
Flushing Stations	EA	3	3,000	3,450	2008	30	115	C
1 1/2" Low Pressure F.M.	LF	2,100	10,500	12,075	2009	30	403	C
Air Release Valve	EA	1	500	575	2009	30	19	C
Flushing Stations	EA	4	4,000	4,600	2009	30	153	C
<b>Account 363 - Services</b>								
1 1/4" Service Lines	EA	3	360	414	2004	38	11	C
Service Lateral Kit	EA	3	1,500	1,725	2004	38	45	C
1 1/4" Service Lines	EA	60	7,200	8,280	2004	38	218	C
Service Lateral Kit	EA	115	57,500	66,125	2004	38	1,740	C
1 1/4" Service Lines	EA	32	3,840	4,416	2004	38	116	C
Service Lateral Kit	EA	61	30,500	35,075	2004	38	923	C
1 1/4" Service Lines	EA	22	2,640	3,036	2005	38	80	C
Service Lateral Kit	EA	35	17,500	20,125	2005	38	530	C
1 1/4" Service Lines	EA	26	3,120	3,588	2005	38	94	C
Service Lateral Kit	EA	49	24,500	28,175	2005	38	741	C
1 1/4" Service Lines	EA	16	1,920	2,208	2006	38	58	C
Service Lateral Kit	EA	31	15,500	17,825	2006	38	469	C
1 1/4" Service Lines	EA	37	4,440	5,106	2006	38	134	C
Service Lateral Kit	EA	72	36,000	41,400	2006	38	1,089	C
1 1/4" Service Lines	EA	30	3,600	4,140	2007	38	109	C
Service Lateral Kit	EA	57	28,500	32,775	2007	38	863	C
1 1/4" Service Lines	EA	13	1,560	1,794	2007	38	47	C
Service Lateral Kit	EA	26	13,000	14,950	2007	38	393	C
1 1/4" Service Lines	EA	16	1,920	2,208	2008	38	58	C
Service Lateral Kit	EA	31	15,500	17,825	2008	38	469	C
1 1/4" Service Lines	EA	11	1,320	1,518	2009	38	40	C
Service Lateral Kit	EA	20	10,000	11,500	2009	38	303	C
<b>Account 371 - Pumping Plant</b>								
Lift Station	LS	2	150,000	172,500	2004	18	9,583	I
On-Site Component (Tank/Pump)	LS	48	168,000	168,000	2005	21.71	7,737	C
On-Site Component (Tank/Pump)	LS	72	252,000	252,000	2006	21.71	11,605	C
On-Site Component (Tank/Pump)	LS	62	217,000	217,000	2007	21.71	9,993	C
On-Site Component (Tank/Pump)	LS	77	269,500	269,500	2008	21.71	12,411	C
On-Site Component (Tank/Pump)	LS	86	301,000	301,000	2009	21.71	13,862	C
On-Site Component (Tank/Pump)	LS	86	301,000	301,000	2010	21.71	13,862	C
On-Site Component (Tank/Pump)	LS	22	77,000	77,000	2011	21.71	3,546	C
Note: service life of on-site component is average of 8 yrs for \$1,500 pump & 32 years for \$2,000 tank) Acct avg. life						21.28		
<b>Account 380 - Treat &amp; Disposal Plant</b>								
AWT Phase I - 120Kgal	LS	1	800,000	920,000	2004	18	51,111	I
WWTP Expansion	LS	1	400,000	460,000	2007	18	25,556	I
<b>Total - Wastewater System</b>			<b>4,259,440</b>		<b>4,653,031</b>			
<b>Total - All Plant in Service</b>			<b>7,312,350</b>		<b>8,155,028</b>			

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT H

FINANCIAL STATEMENT OF THE ST. JOE COMPANY

A LEGACY OF VALUE



The St. Joe Company 2002 Annual Report

REPORT OF MANAGEMENT

March 26, 2003

To the Shareholders of The St. Joe Company:

Management is responsible for the preparation and content of the financial information in this report. The financial statements were prepared in accordance with accounting principles generally accepted in the United States. Management has included in the company's financial statements amounts that are based on estimates and judgments that it believes are reasonable under the circumstances.

The St. Joe Company maintains internal accounting controls. We believe these controls provide reasonable assurance that assets are safeguarded and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. We have established an internal audit program to ensure compliance with these controls.

The Audit Committee of the Board of Directors reviews the system of internal controls and financial reporting. It meets and consults regularly with management and independent auditors to review the scope and results of their work.

KPMG LLP, a firm of independent public accountants, has prepared an independent audit of the consolidated financial statements. Their opinion, based upon their audit of the consolidated financial statements and review of other materials provided by management, is included on the Securities and Exchange Commission Form 10-K, which is available on our Web site at [www.joe.com](http://www.joe.com). It is also available without charge in hard copy or on CD-ROM by contacting Investor Relations.



Peter S. Rummell  
Chairman and CEO



Kevin M. Twomey  
President, COO and CFO

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#### Forward-Looking Statements

We have made forward-looking statements in this Annual Report. The Private Securities Litigation Reform Act of 1995 provides a safe-harbor for forward-looking information to encourage companies to provide prospective information about themselves without fear of litigation so long as that information is identified as forward-looking and is accompanied by meaningful cautionary statements identifying important factors that could cause actual results to differ, possibly materially, from those in the information. You can find in this Annual Report many of these forward-looking statements by looking for words such as "intend," "anticipate," "believe," "estimate," "expect," "plan" or similar expressions. In particular, forward-looking statements include, among others, statements about the following: the size and number of commercial buildings and residential units; the expected development timetables, development approvals and the ability to obtain approvals; the anticipated price range of developments; the number of units that can be supported upon full build out of a development; the number and price of anticipated land sales; absorption rates and expected gains on land sales; future operating performance, cash flows, and short- and long-term revenue and earnings growth rates; estimated land holdings for a particular use within a specific time frame; comparisons to historical projects; and the number of shares of Company stock which may be purchased under the terms of the Company's existing or future share repurchase program.

Forward-looking statements are not guarantees of performance. You are cautioned not to place undue reliance on any of these forward-looking statements, which speak only as of the date made. We undertake no obligation to publicly update or revise any forward-looking statement whether as a result of new information, future events, or otherwise.

Forward-looking statements are subject to numerous assumptions, risks and uncertainties. Factors that may cause actual results to differ materially from those contemplated by forward-looking statements include, among others, the following: economic conditions, particularly in Florida and key Southeastern United States areas that serve as feeder markets to the Company's Northwest Florida operations; acts of war or terrorism or other geopolitical events; local conditions such as an oversupply of homes and homesites, residential or resort properties, or a reduction in the demand for real estate in the area; timing and costs associated with property developments and rentals; competition from other real estate developers; whether potential residents or tenants consider our properties attractive; increases in operating costs, including increases in real estate taxes; changes in the amount of timing of federal and state income tax liabilities resulting from either a change in our application of tax laws, an adverse determination by a taxing authority or court, or legislative changes to existing laws; how well we manage our properties; changes in interest rates and the performance of the financial markets; decreases in market rental rates for our commercial and resort properties; the pace of development of infrastructure, particularly in Northern Florida; adverse changes in laws or regulations affecting the development of real estate; decreases in prices of wood products; potential liability under environmental laws or other laws or regulations; the availability of funding from governmental agencies and others to purchase conservation lands; and adverse weather conditions.

Additional risk factors are described in our other periodic reports filed with the SEC, including our Annual Report on Form 10-K for the year ended December 31, 2002.

FINANCIAL HIGHLIGHTS
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YEAR ENDED DECEMBER 31, 2002 2001 2000  
*(Dollars in millions, except per share amounts)*

**Financial Condition**

Investments in real estate	\$ 807	\$ 737	\$ 562
Cash, cash equivalents and marketable securities	74	206	203
Property, plant and equipment, net	43	50	60
Other assets	246	348	290
<b>Total assets</b>	<b>1,170</b>	<b>1,341</b>	<b>1,115</b>
Other liabilities	369	325	249
Debt	321	498	297
Total stockholders' equity	480	518	569
<b>Total liabilities and stockholders' equity</b>	<b>\$ 1,170</b>	<b>\$ 1,341</b>	<b>\$ 1,115</b>

**Cash Flow**

Cash and equivalents, beginning of year	\$ 41	\$ 52	\$ 72
Net cash provided by operating activities	37	56	3
Net cash provided by (used in) investing activities	121	(79)	(97)
Net cash provided by (used in) financing activities	(126)	12	74
Cash and equivalents, end of year	73	41	52

**St. Joe's Common Stock Performance**

St. Joe had approximately 28,400 beneficial shareholders as of March 14, 2003. The Company's Common Stock is quoted on the New York Stock Exchange (NYSE) Composite Transactions Tape under the symbol "JOE."

The range of high and low closing prices for the Common Stock as reported on the NYSE Composite Transactions Tape for the periods indicated is set forth below:

Common Stock Price	2002		2001		2000*	
	HIGH	LOW	HIGH	LOW	HIGH	LOW
First Quarter	\$ 30.00	\$ 27.30	\$ 23.53	\$ 21.07	\$ 28.94	\$ 23.06
Second Quarter	33.65	29.34	27.00	22.14	31.19	27.38
Third Quarter	30.33	25.09	29.55	23.12	31.00	27.75
Fourth Quarter	30.10	25.60	28.03	24.85	28.31	17.94

\*After the close of regular trading on the NYSE on October 9, 2000, the Company distributed to its shareholders all shares of Florida East Coast Industries Class B Common Stock it owned. The value of the shares distributed was approximately \$9.38 per share, and that amount was accordingly subtracted from the St. Joe stock price when the NYSE opened for trading on October 10, 2000.

RESULTS OF OPERATIONS

YEAR ENDED DECEMBER 31, 2002 2001 2000

*(Dollars in millions, except per share amounts)*

**Statements of Income**

Operating revenues	\$ 646.4	\$ 591.1	\$ 623.9
Operating expenses	474.6	449.5	399.6
Corporate expenses	27.5	18.8	25.1
Depreciation and amortization	22.8	21.3	44.6
Impairment losses	—	0.5	6.5
Operating profit	121.5	101.0	148.1
Other income/(expense)	120.6	(5.8)	6.1
Income from continuing operations before income taxes and minority interest	242.1	95.2	154.2
Income tax expense	89.6	35.5	51.7
Minority interest	1.3	0.5	10.0
Income from continuing operations	\$ 151.2	\$ 59.2	\$ 92.5
Discontinued operations	23.2	11.0	7.8
Net income <sup>(1)</sup>	\$ 174.4	\$ 70.2	\$ 100.3
Net income per diluted share	\$ 2.14	\$ 0.83	\$ 1.15

**Results of Operations - EBITDA**

EBITDA <sup>(2)</sup>	\$ 163.1	\$ 162.2	\$ 196.7
EBITDA per diluted share	\$ 2.01	\$ 1.92	\$ 2.26
Weighted average diluted shares outstanding	81,340,615	84,288,746	86,867,464

**Reconciliation of Net Income to EBITDA**

*(Dollars in millions, except per share amounts)*

	2002	2001	2000
Net income	\$ 174.4	\$ 70.2	\$ 100.3
Add back:			
Income tax expense	91.1	42.3	56.6
Depreciation and amortization	23.8	29.6	51.8
Interest expense	23.7	22.1	13.8
Spin-off related costs	2.0	2.0	—
Other	0.6	—	4.7
Less:			
(Gain) on derivatives sales	(132.9)	—	—
(Gain) on litigation settlement	—	—	(9.8)
Loss on dispositions of other assets	0.2	—	—
(Gain)/loss on derivatives valuation	0.9	(4.0)	—
• (Gain) on sale of ARS	(20.7)	—	—
Minority interest	—	—	(20.7)
EBITDA	\$ 163.1	\$ 162.2	\$ 196.7

(1) Net income for 2002 includes net gains on settlement of forward-sale contracts of \$86.4 million (\$132.9 million pre-tax). Net income includes conservation land net income of \$18.5 million, \$13.8 million, and \$27.1 million in 2002, 2001 and 2000, respectively. On October 9, 2000 St. Joe distributed to its shareholders all of its equity interest in Florida East Coast Industries, Inc. ("FLA"). The company's results of operations include the results of FLA's operations through October 9, 2000. Net income contributed from FLA in 2000 was \$10.7 million.

(2) We use a supplemental performance measure along with net income to report our operating results. This measure is Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA"). EBITDA is not a measure of operating results or cash flows from operating activities as defined by generally accepted accounting principles. Additionally, EBITDA is not necessarily indicative of cash available to fund cash needs and should not be considered as an alternative to cash flows as a measure of liquidity. However, we believe that EBITDA provides relevant information about our operations and, along with net income, is useful in understanding our operating results. EBITDA excludes gains from the sale of discontinued operations except for gains (losses) from sales of assets which are classified as discontinued operations under the provision of FAS 144 and are sold in the normal course of business. EBITDA also excludes gains on sales of non-strategic lands and other assets. EBITDA includes conservation land EBITDA of \$30.1 million, \$22.3 million, and \$43.7 million in 2002, 2001 and 2000, respectively. EBITDA contributed from FLA in 2000 was \$36.0 million. EBITDA includes income from discontinued operations of \$5.3 million, \$27.0 million and \$20.4 million in 2002, 2001 and 2000, respectively, primarily from the discontinued operations of Arvida Realty Services ("ARS").

SUMMARY OF INDUSTRY SEGMENTS

YEAR ENDED DECEMBER 31,

2002

2001

2000

(Dollars in millions, except per share amounts)

**Operating Revenues**

Community residential development	\$	399	\$	264	\$	166
Land		84		76		106
Commercial real estate		119		211		146
Forestry		41		37		36
Transportation		1		2		168
Corporate and other		2		1		2
Operating revenues		646		591		624

**Pretax Income From Continuing Operations**

Community residential development	\$	73	\$	49	\$	46
Land		68		64		94
Commercial real estate		2		5		9
Forestry		8		9		14
Transportation		(4)		(3)		20
Corporate and other		95		(29)		(29)
Pretax income from continuing operations		242		95		154



is one of Florida's largest real estate operating companies. It is engaged in community, commercial, industrial, leisure and resort development, along with commercial real estate services. The company also has significant interests in timber. [www.joe.com](http://www.joe.com)



Long known as Florida's premier community developer, Arvida creates high-quality resort, residential and second-home communities. [www.arvida.com](http://www.arvida.com)

St. Joe Commercial develops commercial real estate, including office parks, light industrial complexes, and retail, entertainment and commercial venues. [www.stjoecommercial.com](http://www.stjoecommercial.com)



Advantis is a full-service commercial real estate services company offering corporate clients a complete range of representation, management and construction services. [www.advantisgva.com](http://www.advantisgva.com)

St. Joe Land Company sells large parcels - typically 5 to 5,000 acres - for homesites, ranches, quail plantations, farms, and rural residential neighborhoods. [www.stjoeland.com](http://www.stjoeland.com)



St. Joe Timberland manages the company's land holdings across the region for the production of a wide range of forest products. [www.stjoetimberland.com](http://www.stjoetimberland.com)

St. Joe Conservation Land works with public and private entities to identify and transfer Northwest Florida's special places into conservation.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT I

TERRITORIAL DESCRIPTION

A portion of Sections 25 and 27, and fractional Sections 33, 34, 35 and 36, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida containing an aggregate area of 765.99 acres, more or less, described as:

PARCEL "1"

A portion of Section 25 and fractional Sections 35 and 36, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of State Road 30 (U.S. Highway 98), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of fractional Section 35, Township 6 South, Range 3 West and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence Southerly along the westerly boundary of said property as follows: South 00 degrees 30 minutes 16 seconds West 900.04 feet to a concrete monument; thence South 35 degrees 17 minutes 46 seconds East 1493.34 feet to the northerly right of way of State Road 30 (U.S. Highway 98); thence leaving said westerly boundary and said northerly right of way, run South 15 degrees 15 minutes 52 seconds East 200.00 feet to the southerly right of way of State Road 30 (U.S. Highway 98) and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 73 of said public records; thence run North 75 degrees 14 minutes 46 seconds East along said southerly right of way a distance of 899.93 feet to the easterly boundary of that parcel of land described in Deed Book 70, Page 73 of said public records and the POINT OF BEGINNING. From said POINT OF BEGINNING, continue North 75 degrees 14 minutes 45 seconds East along said right of way, a distance of 3652.84 feet to the west line of fractional Section 36, Township 6 South, Range 3 West, said point lying South 00 degrees 53 minutes 10 seconds West of an iron rod with cap marked "ECA" marking the northwest corner of said Section 36; thence continue North 75 degrees 14 minutes 45 seconds East along said southerly right of way, a distance of 4635.72 feet to the north line of said Section 36; thence continue North 75 degrees 14 minutes 45 seconds East along said right of way, a distance of 825.50 feet to a point on the projection of the east line of said Section 36; thence leaving said right of way, run South 00 degrees 26 minutes 46 seconds East along said projection, a distance of 197.27 feet to a terra cotta monument marking the northeast corner of said Section 36; thence continue South 00 degrees 26 minutes 46 seconds East along the east line of said Section 36, a distance of 2,115.16 feet to a St. Joe Paper Company monument, said monument marking the beginning of a Survey Witness Line described herein; thence continue South 00 degrees 26 minutes 46 seconds East along said east line, a distance of 154.10 feet, more or less, to the Mean High Water Line of the Gulf of Mexico, elevation 1.39 feet, National Geodetic Vertical Datum of 1929 (elevation 0.77 feet, North American Vertical Datum of 1988) as shown on the map or plat of

survey prepared by Allen Nobles & Associates, Inc., Project Number 3796.010, dated May 15, 2003; thence run Westerly along said Mean High Water Line a distance of 21,930 feet, more or less, to the easterly boundary of the Florida State University Marine Lab as described in the instrument recorded in Deed Book 70, Page 73 and Official Records Book 109, Page 479 of the Public Records of Franklin County, Florida; thence leaving said Mean High Water Line, run North 14 degrees 59 minutes 19 seconds West along said easterly boundary, 14.20 feet to a 4"x4" concrete monument and the terminal point of the Survey Witness Line described herein; thence continue North 14 degrees 59 minutes 19 seconds West along said easterly boundary, a distance of 440.33 feet to the POINT OF BEGINNING, containing 422.80 acres, more or less.

The Mean High Water Line of the above described parcel being witnessed by a Survey Witness Line described as follows:

BEGIN at St. Joe Paper Company monument lying on the east line of Fractional Section 36, Township 6 South, Range 3 West, Franklin County, Florida, said point lying South 00 degrees 26 minutes 46 seconds East 2115.16 feet of a terra cotta monument marking the northeast corner of said Section 36, thence leaving said east line run Westerly along said Survey Witness Line as follows: thence South 43 degrees 05 minutes 11 seconds West 1,062.56 feet to a 5/8" iron rod with cap marked LB#3293; thence South 47 degrees 42 minutes 21 seconds West 2,080.19 feet to a 5/8" iron rod with cap marked LB#3293; thence South 56 degrees 51 minutes 07 seconds West 1,254.65 feet to a 5/8" iron rod with cap marked LB#3293; thence North 40 degrees 33 minutes 48 seconds West 2,593.80 feet to a 5/8" iron rod with cap marked LB#3293; thence North 79 degrees 17 minutes 18 seconds West 3,370.36 feet to a 5/8" iron rod with cap marked LB#3293; thence South 67 degrees 18 minutes 11 seconds West 438.24 feet to a 4"x4" concrete monument and the TERMINAL POINT of said Survey Witness Line.

#### PARCEL "2"

A portion of fractional Sections 33, 34 and 35, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of State Road 30 (U.S. Highway 98), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of said Section 35, and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence Southerly along the westerly boundary of said property as follows: South 00 degrees 30 minutes 16 seconds West 900.04 feet to a concrete monument; thence South 35 degrees 17 minutes 46 seconds East 1493.34 feet to the northerly right of way of State Road 30 (U.S. Highway 98); thence leaving said westerly boundary and said northerly right of way, run South 15 degrees 15 minutes 52 seconds East 200.00 feet to the southerly right of way of State Road 30 (U.S. Highway 98) and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 73 of said public records for the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said southerly right of way, run South 14 degrees 48 minutes 13 seconds East along said westerly boundary a distance of 324.71 feet to a 4" x 4" plain-top concrete monument; thence continue South 14 degrees 48 minutes

13 seconds East 312.58 feet to a point lying South 86 degrees 43 minutes 31 seconds West 2.22 feet of a 5/8" iron rod with cap marked LB# 3293 and the beginning of a Survey Witness Line described herein; thence continue South 14 degrees 48 minutes 13 seconds East, a distance of 149.48 feet, more or less to the Mean High Water Line of the Gulf of Mexico, elevation 1.39 feet, National Geodetic Vertical Datum of 1929 (elevation 0.77 feet, North American Vertical Datum of 1988) as shown on the map or plat of survey prepared by Allen Nobles & Associates, Inc., Project Number 3796.010, survey date May 15, 2003; thence run Southwesterly along said Mean High Water Line a distance of 9,004 feet, more or less, to the northerly boundary of that parcel of land described in the instrument recorded in Official Records Book 229, Page 311 of the Public Records of Franklin County, Florida; thence leaving said Mean High Water Line, run North 89 degrees 12 minutes 53 seconds West along said north line a distance of 1.26 feet to a concrete monument, said point being the terminal point of the Survey Witness Line described herein; thence continue North 89 degrees 12 minutes 53 seconds West along said line, a distance of 258.82 feet to a point lying on the southerly right of way of State Road 30 (U.S. Highway 98); thence run along said southerly right of way as follows: said point lying on a curve concave to the northwest having a radius of 3,733.00 feet; thence run Northeasterly along said curve, through a central angle of 02 degrees 38 minutes 31 seconds, for an arc distance of 172.13 feet (the chord of said arc bears North 54 degrees 29 minutes 33 seconds East 172.12 feet); thence North 53 degrees 10 minutes 18 seconds East 237.59 feet; thence North 52 degrees 19 minutes 12 seconds East 705.54 feet to a point of curve to the right having a radius of 1,317.00 feet; thence run Northeasterly along said curve, through a central angle of 17 degrees 09 minutes 19 seconds for an arc distance of 394.33 feet; thence North 69 degrees 28 minutes 31 seconds East 528.28 feet to a point of curve to the left having a radius of 2,038.00 feet; thence run Northeasterly along said curve, through a central angle of 13 degrees 10 minutes 07 seconds for an arc distance of 468.40 feet; thence North 56 degrees 18 minutes 24 seconds East 165.41 feet to a point of curve to the right having a radius of 1,917.00 feet; thence run Northeasterly along said curve, through a central angle of 19 degrees 04 minutes 55 seconds for an arc distance of 638.44 feet; thence North 75 degrees 23 minutes 19 seconds East 1,134.97 feet to a point of curve to the left having a radius of 1,558.00 feet; thence run Northeasterly along said curve, through a central angle of 24 degrees 48 minutes 48 seconds for an arc distance of 674.73 feet; thence North 50 degrees 34 minutes 31 seconds East 1,115.48 feet to a point of curve to the left having a radius of 1,483.00 feet; thence run Northeasterly along said curve, through a central angle of 31 degrees 47 minutes 00 seconds for an arc distance of 822.66 feet to a point; thence South 70 degrees 40 minutes 01 seconds East 101.82 feet; thence North 59 degrees 14 minutes 59 seconds East 34.85 feet to a point lying on a curve concave to the northeast having a radius of 1,084.25 feet; thence run Southeasterly along said curve, through a central angle of 06 degrees 35 minutes 00 seconds, for an arc distance of 124.58 feet (the chord of said arc bears South 34 degrees 32 minutes 15 seconds East 124.51 feet); thence South 37 degrees 49 minutes 50 seconds East 61.40 feet to a point of curve to the left having a radius of 1,341.08 feet; thence run Southeasterly along said curve, through a central angle of 27 degrees 37 minutes 38 seconds for an arc distance of 646.65 feet to a point of compound curve to the left having a radius of 2,075.74 feet; thence run Easterly along said curve, through a central angle of 39 degrees 17 minutes 57 seconds, for an arc distance of 1423.75 feet; thence run North 75 degrees 14 minutes 45 seconds East 120.82 feet to the POINT OF BEGINNING, containing 96.75 acres, more or less.

The Mean High Water Line of the above described parcel being witnessed by a Survey Witness Line

described as follows:

BEGIN at a 5/8" iron rod with cap marked LB#3293, marking the beginning of the Survey Witness Line and run thence Southwesterly along said witness line as follows: South 86 degrees 43 minutes 31 seconds West 2.22 feet to the easterly boundary of the above described parcel; thence leaving said easterly boundary, continue South 86 degrees 43 minutes 31 seconds West 2194.72 feet to a 5/8" iron rod with cap marked LB#3293; thence South 70 degrees 25 minutes 31 seconds West 2,621.66 feet to a 5/8" iron rod with cap marked LB#3293; thence South 79 degrees 04 minutes 39 seconds West 1,709.35 feet to a 5/8" iron rod with cap marked LB#3293; thence South 59 degrees 38 minutes 08 seconds West 1,955.52 feet to a concrete monument lying on the northerly boundary of that parcel of land described in the instrument recorded in Official Records Book 229, Page 311 of the Public Records of Franklin County, Florida and the TERMINAL POINT of said Survey Witness Line.

### PARCEL "3"

A portion of Section 27 and fractional Sections 33 and 34, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of U.S. Highway 98 (State Road 30), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of Fractional Section 35, Township 6 South, Range 3 West, Franklin County, Florida and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence North 89 degrees 32 minutes 17 seconds West along the north line of Fractional Section 34, a distance of 1380.31 feet to the westerly right of way of State Road 377 (U.S. Highway 319), said point lying on a curve concave southeasterly and the POINT OF BEGINNING. From said POINT OF BEGINNING, run Southerly and Southwesterly along said right of way as follows: thence Southerly along said curve having a radius of 1008.00 feet, through a central angle of 05 degrees 31 minutes 51 seconds, for an arc distance of 97.30 feet (the chord of said arc bears South 00 degrees 16 minutes 36 seconds East 97.26 feet); thence South 03 degrees 02 minutes 32 seconds East 961.02 feet; thence South 86 degrees 40 minutes 29 seconds West 63.28 feet to a point lying on a non tangent curve concave to the west having a radius of 1,441.54 feet; thence run Southerly along said curve, through a central angle of 22 degrees 43 minutes 12 seconds, for an arc distance of 571.63 feet (the chord of said arc bears South 08 degrees 04 minutes 42 seconds West 567.89 feet); thence South 70 degrees 40 minutes 01 seconds East 77.21 feet to a point lying on a non tangent curve concave to the northwest having a radius of 1,417.00 feet; thence run Southwesterly along said curve, through a central angle of 31 degrees 48 minutes 31 seconds, for an arc distance of 786.67 feet (the chord of said arc bears South 34 degrees 40 minutes 16 seconds West 776.61 feet); thence South 50 degrees 34 minutes 31 seconds West 1,115.48 feet to a point of curve to the right having a radius of 1,492.00 feet; thence run Southwesterly along said curve, through a central angle of 24 degrees 48 minutes 48 seconds for an arc distance of 646.15 feet; thence South 75 degrees 23 minutes 19 seconds West 1,134.97 feet to a point of curve to the left having a radius of 1,983.00 feet; thence run Southwesterly along said curve, through a central angle of 19 degrees 04 minutes 55 seconds for an arc distance of 660.42 feet; thence South 56 degrees 18 minutes 24

seconds West 165.41 feet to a point of curve to the right having a radius of 1,972.00 feet; thence run Southwesterly along said curve, through a central angle of 13 degrees 10 minutes 07 seconds for an arc distance of 453.24 feet; thence South 69 degrees 28 minutes 31 seconds West 528.28 feet to a point of curve to the left having a radius of 1,383.00 feet; thence run Southwesterly along said curve, through a central angle of 17 degrees 09 minutes 19 seconds for an arc distance of 414.09 feet; thence South 52 degrees 19 minutes 12 seconds West 705.05 feet; thence South 53 degrees 10 minutes 18 seconds West 237.10 feet to a point of curve to the right having a radius of 3,667.00 feet; thence run Southwesterly along said curve, through a central angle of 04 degrees 08 minutes 40 seconds for an arc distance of 265.25 feet to the south line of Fractional Section 33, Township 6 South, Range 3 West; thence leaving said westerly right of way, run North 89 degrees 12 minutes 53 seconds West along the aforesaid south line of Section 33, a distance of 332.25 feet to a point lying on a non tangent curve concave to the northwest having a radius of 2,048.00 feet; thence leaving said south line, run Northeasterly along said curve, through a central angle of 34 degrees 41 minutes 12 seconds, for an arc distance of 1,239.85 feet (the chord of said arc bears North 46 degrees 54 minutes 35 seconds East 1,221.00 feet) ; thence North 29 degrees 33 minutes 59 seconds East 183.00 feet; thence South 60 degrees 26 minutes 01 seconds East 16.00 feet; thence North 29 degrees 33 minutes 59 seconds East 1,440.63 feet to a point of curve to the right having a radius of 3,186.00 feet; thence run Northeasterly along said curve, through a central angle of 36 degrees 42 minutes 04 seconds for an arc distance of 2,040.81 feet; thence North 66 degrees 16 minutes 03 seconds East 1,656.67 feet to a point of curve to the left having a radius of 2,814.00 feet; thence run Northeasterly along said curve, through a central angle of 31 degrees 25 minutes 37 seconds for an arc distance of 1,543.49 feet; thence North 34 degrees 52 minutes 24 seconds East 1,317.40 feet; thence South 55 degrees 00 minutes 06 seconds East 153.10 feet to the aforesaid westerly right of way of State Road 377 (U.S. Highway 319); thence South 34 degrees 59 minutes 54 seconds West along said right of way a distance of 526.47 feet to a point of curve to the left having a radius of 1,008.00 feet; thence run Southerly along said right of way and curve, through a central angle of 32 degrees 30 minutes 35 seconds for an arc distance of 571.94 feet to the POINT OF BEGINNING, containing 232.83 acres, more or less.

#### PARCEL "4"

A portion of fractional Section 35, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying North of State Road 30 (U.S. Highway 98) (State Road 30), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of fractional Section 35, Township 6 South, Range 3 West and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence South 00 degrees 30 minutes 16 seconds West along the westerly boundary of said property a distance of 900.04 feet to a concrete monument and the POINT OF BEGINNING. From said POINT OF BEGINNING, run thence South 35 degrees 17 minutes 46 seconds East 1,493.34 feet to the northerly right of way of State road 30 (U.S. Highway 98); thence run Westerly along said right of way as follows: thence South 75 degrees 14 minutes 45 seconds West 119.14 feet to a point of curve to the right having a radius of 1,875.74 feet; thence run Westerly along said curve, through a central angle of 23 degrees 22 minutes 45 seconds for an arc distance of 765.38 feet; thence leaving

said right of way, run North 00 degrees 30 minutes 16 seconds East along the west line of said Section 35, a distance of 1,289.86 feet to the POINT OF BEGINNING, containing 13.60 acres, more or less.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT J

MAP OF SERVICE TERRITORY

FORWARDED TO ECR.

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT K

MAPS OF PROPOSED LINES AND FACILITIES

FORWARDED TO ECR

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT L

AFFIDAVIT OF NOTICE OF APPLICATION  
Late Filed

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT N

TARIFF

*Originals to ECP*

Application for Original Certificate  
St. James Island Utility Company

EXHIBIT N

TARIFF

WATER TARIFF

St. James Island Utility Company  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

St. James Island Utility Company

NAME OF COMPANY

245 Riverside Avenue, Suite 500

Jacksonville, FL 32202

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Timothy D. Edmond

ISSUING OFFICER

Vice President

TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1
Index of	
Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0
Service Availability Policy .....	23.0
Standard Forms .....	18.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Franklin

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

SUMMERCAMP

A portion of Sections 25 and 27, and fractional Sections 33, 34, 35 and 36, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida containing an aggregate area of 765.99 acres, more or less, described as:

PARCEL "1"

A portion of Section 25 and fractional Sections 35 and 36, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of State Road 30 (U.S. Highway 98), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of fractional Section 35, Township 6 South, Range 3 West and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence Southerly along the westerly boundary of said property as follows: South 00 degrees 30 minutes 16 seconds West 900.04 feet to a concrete monument; thence South 35 degrees 17 minutes 46 seconds East 1493.34 feet to the northerly right of way of State Road 30 (U.S. Highway 98); thence leaving said westerly boundary and said northerly right of way, run South 15 degrees 15 minutes 52 seconds East 200.00 feet to the southerly right of way of State Road 30 (U.S. Highway 98) and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 73 of said public records; thence run North 75 degrees 14 minutes 46 seconds East along said southerly right of way a distance of 899.93 feet to the easterly boundary of that parcel of land described in Deed Book 70, Page 73 of said public records and the POINT OF BEGINNING. From said POINT OF BEGINNING, continue North 75 degrees 14 minutes 45 seconds East along said right of way, a distance of 3652.84 feet to the west line of fractional Section 36, Township 6 South, Range 3 West, said point lying South 00 degrees 53 minutes 10 seconds West of an iron rod with cap marked "ECA" marking the northwest corner of said Section 36; thence continue North 75 degrees 14 minutes 45 seconds East along said southerly right of way, a distance of 4635.72 feet to the north line of said Section 36; thence continue North 75 degrees 14 minutes 45 seconds East along said right of way, a distance of 825.50 feet to a point on the projection of the east line of said Section 36; thence leaving said right of way, run South 00 degrees 26 minutes 46 seconds East along said projection, a distance of 197.27 feet to a terra cotta monument marking the northeast corner of said Section 36; thence continue South 00 degrees 26 minutes 46 seconds East along the east line of said Section 36, a distance of 2,115.16 feet to a St. Joe Paper Company monument, said monument marking the beginning of a Survey Witness Line described herein; thence continue South 00 degrees 26 minutes 46 seconds East along said east line, a distance of 154.10 feet, more or less, to the Mean High Water Line of the Gulf of Mexico, elevation 1.39 feet, National Geodetic Vertical Datum of 1929 (elevation 0.77 feet, North American Vertical Datum of 1988) as shown on the map or plat of survey prepared by Allen Nobles & Associates, Inc., Project Number 3796.010, dated May 15, 2003; thence run Westerly along said Mean High Water Line a distance of 21,930 feet, more or less, to the easterly boundary of the Florida State University Marine Lab as described in the instrument recorded in Deed Book 70, Page 73 and Official Records Book 109, Page 479 of the Public Records of Franklin County, Florida; thence leaving said Mean High Water Line, run North 14

(Continued to Sheet No. 3.2)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

degrees 59 minutes 19 seconds West along said easterly boundary, 14.20 feet to a 4"x4" concrete monument and the terminal point of the Survey Witness Line described herein; thence continue North 14 degrees 59 minutes 19 seconds West along said easterly boundary, a distance of 440.33 feet to the POINT OF BEGINNING, containing 422.80 acres, more or less.

The Mean High Water Line of the above described parcel being witnessed by a Survey Witness Line described as follows:

BEGIN at St. Joe Paper Company monument lying on the east line of Fractional Section 36, Township 6 South, Range 3 West, Franklin County, Florida, said point lying South 00 degrees 26 minutes 46 seconds East 2115.16 feet of a terra cotta monument marking the northeast corner of said Section 36, thence leaving said east line run Westerly along said Survey Witness Line as follows: thence South 43 degrees 05 minutes 11 seconds West 1,062.56 feet to a 5/8" iron rod with cap marked LB#3293; thence South 47 degrees 42 minutes 21 seconds West 2,080.19 feet to a 5/8" iron rod with cap marked LB#3293; thence South 56 degrees 51 minutes 07 seconds West 1,254.65 feet to a 5/8" iron rod with cap marked LB#3293; thence North 40 degrees 33 minutes 48 seconds West 2,593.80 feet to a 5/8" iron rod with cap marked LB#3293; thence North 79 degrees 17 minutes 18 seconds West 3,370.36 feet to a 5/8" iron rod with cap marked LB#3293; thence South 67 degrees 18 minutes 11 seconds West 438.24 feet to a 4"x4" concrete monument and the TERMINAL POINT of said Survey Witness Line.

PARCEL "2"

A portion of fractional Sections 33, 34 and 35, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of State Road 30 (U.S. Highway 98), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of said Section 35, and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence Southerly along the westerly boundary of said property as follows: South 00 degrees 30 minutes 16 seconds West 900.04 feet to a concrete monument; thence South 35 degrees 17 minutes 46 seconds East 1493.34 feet to the northerly right of way of State Road 30 (U.S. Highway 98); thence leaving said westerly boundary and said northerly right of way, run South 15 degrees 15 minutes 52 seconds East 200.00 feet to the southerly right of way of State Road 30 (U.S. Highway 98) and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 73 of said public records for the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said southerly right of way, run South 14 degrees 48 minutes 13 seconds East along said westerly boundary a distance of 324.71 feet to a 4" x 4" plain-top concrete monument; thence continue South 14 degrees 48 minutes 13 seconds East 312.58 feet to a point lying South 86 degrees 43 minutes 31 seconds West 2.22 feet of a 5/8" iron rod with cap marked LB# 3293 and the beginning of a Survey Witness Line described herein; thence continue South 14 degrees 48 minutes 13 seconds East, a distance of 149.48 feet, more or less to the Mean High Water Line of the Gulf of Mexico, elevation 1.39 feet, National Geodetic Vertical Datum of 1929 (elevation 0.77 feet, North American Vertical Datum of 1988) as shown on the map or  
(Continued to Sheet No. 3.3)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

plat of survey prepared by Allen Nobles & Associates, Inc., Project Number 3796.010, survey date May 15, 2003; thence run Southwesterly along said Mean High Water Line a distance of 9,004 feet, more or less, to the northerly boundary of that parcel of land described in the instrument recorded in Official Records Book 229, Page 311 of the Public Records of Franklin County, Florida; thence leaving said Mean High Water Line, run North 89 degrees 12 minutes 53 seconds West along said north line a distance of 1.26 feet to a concrete monument, said point being the terminal point of the Survey Witness Line described herein; thence continue North 89 degrees 12 minutes 53 seconds West along said line, a distance of 258.82 feet to a point lying on the southerly right of way of State Road 30 (U.S. Highway 98); thence run along said southerly right of way as follows: said point lying on a curve concave to the northwest having a radius of 3,733.00 feet; thence run Northeasterly along said curve, through a central angle of 02 degrees 38 minutes 31 seconds, for an arc distance of 172.13 feet (the chord of said arc bears North 54 degrees 29 minutes 33 seconds East 172.12 feet); thence North 53 degrees 10 minutes 18 seconds East 237.59 feet; thence North 52 degrees 19 minutes 12 seconds East 705.54 feet to a point of curve to the right having a radius of 1,317.00 feet; thence run Northeasterly along said curve, through a central angle of 17 degrees 09 minutes 19 seconds for an arc distance of 394.33 feet; thence North 69 degrees 28 minutes 31 seconds East 528.28 feet to a point of curve to the left having a radius of 2,038.00 feet; thence run Northeasterly along said curve, through a central angle of 13 degrees 10 minutes 07 seconds for an arc distance of 468.40 feet; thence North 56 degrees 18 minutes 24 seconds East 165.41 feet to a point of curve to the right having a radius of 1,917.00 feet; thence run Northeasterly along said curve, through a central angle of 19 degrees 04 minutes 55 seconds for an arc distance of 638.44 feet; thence North 75 degrees 23 minutes 19 seconds East 1,134.97 feet to a point of curve to the left having a radius of 1,558.00 feet; thence run Northeasterly along said curve, through a central angle of 24 degrees 48 minutes 48 seconds for an arc distance of 674.73 feet; thence North 50 degrees 34 minutes 31 seconds East 1,115.48 feet to a point of curve to the left having a radius of 1,483.00 feet; thence run Northeasterly along said curve, through a central angle of 31 degrees 47 minutes 00 seconds for an arc distance of 822.66 feet to a point; thence South 70 degrees 40 minutes 01 seconds East 101.82 feet; thence North 59 degrees 14 minutes 59 seconds East 34.85 feet to a point lying on a curve concave to the northeast having a radius of 1,084.25 feet; thence run Southeasterly along said curve, through a central angle of 06 degrees 35 minutes 00 seconds, for an arc distance of 124.58 feet (the chord of said arc bears South 34 degrees 32 minutes 15 seconds East 124.51 feet); thence South 37 degrees 49 minutes 50 seconds East 61.40 feet to a point of curve to the left having a radius of 1,341.08 feet; thence run Southeasterly along said curve, through a central angle of 27 degrees 37 minutes 38 seconds for an arc distance of 646.65 feet to a point of compound curve to the left having a radius of 2,075.74 feet; thence run Easterly along said curve, through a central angle of 39 degrees 17 minutes 57 seconds, for an arc distance of 1423.75 feet; thence run North 75 degrees 14 minutes 45 seconds East 120.82 feet to the POINT OF BEGINNING, containing 96.75 acres, more or less.

The Mean High Water Line of the above described parcel being witnessed by a Survey Witness Line described as follows:

BEGIN at a 5/8" iron rod with cap marked LB#3293, marking the beginning of the Survey Witness Line and run thence Southwesterly along said witness line as follows: South 86 degrees 43 minutes 31 seconds West 2.22 feet to the easterly boundary of the above described parcel; thence leaving said easterly boundary, continue South 86 degrees 43 minutes 31  
(Continued to Sheet No. 3.4)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

seconds West 2194.72 feet to a 5/8" iron rod with cap marked LB#3293; thence South 70 degrees 25 minutes 31 seconds West 2,621.66 feet to a 5/8" iron rod with cap marked LB#3293; thence South 79 degrees 04 minutes 39 seconds West 1,709.35 feet to a 5/8" iron rod with cap marked LB#3293; thence South 59 degrees 38 minutes 08 seconds West 1,955.52 feet to a concrete monument lying on the northerly boundary of that parcel of land described in the instrument recorded in Official Records Book 229, Page 311 of the Public Records of Franklin County, Florida and the TERMINAL POINT of said Survey Witness Line.

PARCEL "3"

A portion of Section 27 and fractional Sections 33 and 34, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of U.S. Highway 98 (State Road 30), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of Fractional Section 35, Township 6 South, Range 3 West, Franklin County, Florida and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence North 89 degrees 32 minutes 17 seconds West along the north line of Fractional Section 34, a distance of 1380.31 feet to the westerly right of way of State Road 377 (U.S. Highway 319), said point lying on a curve concave southeasterly and the POINT OF BEGINNING. From said POINT OF BEGINNING, run Southerly and Southwesterly along said right of way as follows: thence Southerly along said curve having a radius of 1008.00 feet, through a central angle of 05 degrees 31 minutes 51 seconds, for an arc distance of 97.30 feet (the chord of said arc bears South 00 degrees 16 minutes 36 seconds East 97.26 feet); thence South 03 degrees 02 minutes 32 seconds East 961.02 feet; thence South 86 degrees 40 minutes 29 seconds West 63.28 feet to a point lying on a non tangent curve concave to the west having a radius of 1,441.54 feet; thence run Southerly along said curve, through a central angle of 22 degrees 43 minutes 12 seconds, for an arc distance of 571.63 feet (the chord of said arc bears South 08 degrees 04 minutes 42 seconds West 567.89 feet); thence South 70 degrees 40 minutes 01 seconds East 77.21 feet to a point lying on a non tangent curve concave to the northwest having a radius of 1,417.00 feet; thence run Southwesterly along said curve, through a central angle of 31 degrees 48 minutes 31 seconds, for an arc distance of 786.67 feet (the chord of said arc bears South 34 degrees 40 minutes 16 seconds West 776.61 feet); thence South 50 degrees 34 minutes 31 seconds West 1,115.48 feet to a point of curve to the right having a radius of 1,492.00 feet; thence run Southwesterly along said curve, through a central angle of 24 degrees 48 minutes 48 seconds for an arc distance of 646.15 feet; thence South 75 degrees 23 minutes 19 seconds West 1,134.97 feet to a point of curve to the left having a radius of 1,983.00 feet; thence run Southwesterly along said curve, through a central angle of 19 degrees 04 minutes 55 seconds for an arc distance of 660.42 feet; thence South 56 degrees 18 minutes 24 seconds West 165.41 feet to a point of curve to the right having a radius of 1,972.00 feet; thence run Southwesterly along said curve, through a central angle of 13 degrees 10 minutes 07 seconds for an arc distance of 453.24 feet; thence South 69 degrees 28 minutes 31 seconds West 528.28 feet to a point of curve to the left having a radius of 1,383.00 feet; thence run Southwesterly along said curve, through a central angle of 17 degrees 09 minutes 19 seconds for an arc distance of 414.09 feet; thence South 52 degrees 19 minutes 12

(Continued to Sheet No. 3.5)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED

seconds West 705.05 feet; thence South 53 degrees 10 minutes 18 seconds West 237.10 feet to a point of curve to the right having a radius of 3,667.00 feet; thence run Southwesterly along said curve, through a central angle of 04 degrees 08 minutes 40 seconds for an arc distance of 265.25 feet to the south line of Fractional Section 33, Township 6 South, Range 3 West; thence leaving said westerly right of way, run North 89 degrees 12 minutes 53 seconds West along the aforesaid south line of Section 33, a distance of 332.25 feet to a point lying on a non tangent curve concave to the northwest having a radius of 2,048.00 feet; thence leaving said south line, run Northeasterly along said curve, through a central angle of 34 degrees 41 minutes 12 seconds, for an arc distance of 1,239.85 feet (the chord of said arc bears North 46 degrees 54 minutes 35 seconds East 1,221.00 feet) ; thence North 29 degrees 33 minutes 59 seconds East 183.00 feet; thence South 60 degrees 26 minutes 01 seconds East 16.00 feet; thence North 29 degrees 33 minutes 59 seconds East 1,440.63 feet to a point of curve to the right having a radius of 3,186.00 feet; thence run Northeasterly along said curve, through a central angle of 36 degrees 42 minutes 04 seconds for an arc distance of 2,040.81 feet; thence North 66 degrees 16 minutes 03 seconds East 1,656.67 feet to a point of curve to the left having a radius of 2,814.00 feet; thence run Northeasterly along said curve, through a central angle of 31 degrees 25 minutes 37 seconds for an arc distance of 1,543.49 feet; thence North 34 degrees 52 minutes 24 seconds East 1,317.40 feet; thence South 55 degrees 00 minutes 06 seconds East 153.10 feet to the aforesaid westerly right of way of State Road 377 (U.S. Highway 319); thence South 34 degrees 59 minutes 54 seconds West along said right of way a distance of 526.47 feet to a point of curve to the left having a radius of 1,008.00 feet; thence run Southerly along said right of way and curve, through a central angle of 32 degrees 30 minutes 35 seconds for an arc distance of 571.94 feet to the POINT OF BEGINNING, containing 232.83 acres, more or less.

PARCEL "4"

A portion of fractional Section 35, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying North of State Road 30 (U.S. Highway 98) (State Road 30), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of fractional Section 35, Township 6 South, Range 3 West and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence South 00 degrees 30 minutes 16 seconds West along the westerly boundary of said property a distance of 900.04 feet to a concrete monument and the POINT OF BEGINNING. From said POINT OF BEGINNING, run thence South 35 degrees 17 minutes 46 seconds East 1,493.34 feet to the northerly right of way of State road 30 (U.S. Highway 98); thence run Westerly along said right of way as follows: thence South 75 degrees 14 minutes 45 seconds West 119.14 feet to a point of curve to the right having a radius of 1,875.74 feet; thence run Westerly along said curve, through a central angle of 23 degrees 22 minutes 45 seconds for an arc distance of 765.38 feet; thence leaving said right of way, run North 00 degrees 30 minutes 16 seconds East along the west line of said Section 35, a distance of 1,289.86 feet to the POINT OF BEGINNING, containing 13.60 acres, more or less.

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Franklin	SummerCamp	All	

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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 St. James Island Utility Company.
- 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.

(Continued to Sheet No. 5.1)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 5.0)

- 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.

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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
Limitation of Use .....	8.0	10.0
Meter Accuracy Requirements .....	10.0	24.0
Meters .....	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently .....	10.0	18.0

(Continued to Sheet No. 6.1)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	8.0	12.0
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	15.0
Termination of Service .....	9.0	17.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Water .....	10.0	19.0

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

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)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(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)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(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)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(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.

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	12.0
Meter Test Deposit .....	15.0
Miscellaneous Service Charges .....	16.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	17.0

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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 - Per Month

Base Facility Charge 5/8" x 3/4"	\$	29.01
3/4"		43.52
1"		72.53
1- 1/2"		145.05
2"		232.08
3"		464.16
4"		725.25
6"		1,450.50
8"		2,320.80
Per 1,000 gallons water used	\$	2.85

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 -

TYPE OF FILING -

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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 -

<u>RATE</u> - Per Month		
Base Facility Charge	\$	29.01
Per 1,000 gallons water used	\$	2.85

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 -

TYPE OF FILING -

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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 INITIAL DEPOSIT - The Company policy is to not require an initial deposit for residential service. The Company may require an initial deposit for General Service if the customer cannot meet the credit requirements of Rule 25-30.311, Florida Administrative Code.

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$0</u>	<u>2 x BFC</u>
1"	<u>0</u>	<u>"</u>
1 1/2"	<u>0</u>	<u>"</u>
Over 2"	<u>0</u>	<u>"</u>

NEW or ADDITIONAL DEPOSIT - The Company may require a new deposit from a residential customer where previously waived, or an additional deposit from a General Service in order to secure payment of current bills provided. The amount of such deposit will be determined in accordance with Rule 25-30.311(7), Florida Administrative Code,

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of December each year.

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 -

TYPE OF FILING -

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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.

EFFECTIVE DATE -

TYPE OF FILING -

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

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 requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

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 (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING -

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __GPD) .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __GPD) .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Reimbursement Charge</u>		
Residential & Others-per ERC ( __GPD) .....	\$ 1,353.00	
All others-per gallon .....	\$	
or		
Residential-per lot (100-foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$ 300.00	
1" .....	\$ <sup>1</sup> At cost	
1 1/2" .....	\$ <sup>1</sup> At cost	
2" .....	\$ <sup>1</sup> At cost	
Over 2" .....	\$ <sup>1</sup> At cost	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup> At cost	
<u>Plant Capacity Charge</u>		
Residential-per ERC (350GPD) .....	\$ 1,000.00	
All others-per gallon .....	\$ 2.857	
<u>System Capacity Charge</u>		
Residential-per ERC ( __GPD) .....	\$	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	21.0
APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Late Filed

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

**Sample Application Form**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer 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.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. 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.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within \_\_\_\_\_ days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

APPLICATION FOR METER INSTALLATION

See Application for Water Service - Sheet No. 20.

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

COPY OF CUSTOMER'S BILL

Late Filed

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Authority for Policy .....	24.1	10.0
Availability .....	24.0	2.0
Cost Records and "As-Built" Plans .....	24.0	8.0
Developer Contributions .....	24.0	6.0
Developer Reimbursement .....	24.0	7.0
Easements and Rights-of-Way .....	24.1	9.0
General Information .....	24.0	1.0
Main Extension Reimbursement Charge .....	24.0	5.0
Meter Installation Fee .....	24.0	3.0
Plant Capacity Charge .....	24.0	4.0
Schedule of Fees and Charges .....	Go to Sheet No. 17.0	

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 GENERAL INFORMATION

The Company adopts and incorporates herein Chapter 25-10, Part VI - Service Availability, Florida Administrative Code.

2.0 AVAILABILITY

The provisions of this policy are available throughout the service territory.

3.0 METER INSTALLATION FEE

A fee shall be paid for each new meter installed, based on the size of the meter. The fees are set out on Sheet 17.0. The fee for a 5/8" x 3/4" meter is \$300.00. The fee must be paid before service will be rendered.

4.0 PLANT CAPACITY CHARGE

A Plant Capacity Charge shall be paid for each new connection. The charge must be paid before service will be rendered. The charge for each separately metered single family residence is \$1,000.00. The charge for other than single family residences is \$2.857 per gallon per day capacity required. The minimum charge is \$1,000.00.

5.0 MAIN EXTENSION REIMBURSEMENT CHARGE

A Main Extension Reimbursement Charge shall be paid for each new connection. The charge must be paid before service will be rendered. The charge for each separately metered single family residence or Other ERC is \$1,353.00.

6.0 DEVELOPER CONTRIBUTIONS

The Developer, at its cost, is responsible for the design, installation, inspection and testing of the complete water distribution system, on-site and off-site, in accordance with Company requirements. This includes all mains, service and hydrants. The Developer shall convey the distribution system to the Company, at no cost to the Company. Such conveyance shall be by Bill of Sale, free of all liens and encumbrances, in a form satisfactory to the Company's attorney. The construction and conveyance may be in phases agreed upon by the parties.

7.0 DEVELOPER REIMBURSEMENT

The Company shall reimburse the Developer \$1,353.00 for each new single family residence connection or other ERC for all new connections. In no event shall the amount reimbursed exceed the cost of the facilities conveyed to the Company.

8.0 COST RECORDS AND "AS-BUILT" PLANS

Developer shall maintain accurate records establishing the cost of all utility facilities it constructs

(Continue to Sheet No. 24.1)

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 24.0)

SERVICE AVAILABILITY POLICY( cont.)

and conveys to the Company. Developer shall also provide a complete set of as-built plans signed by the responsible engineer. Such information and plans shall be furnished to the Company concurrently with the bill of sale. Receipt of such information and plans shall be a prerequisite for the acceptance of the constructed facilities.

9.0 EASEMENTS AND RIGHTS-OF-WAY

Developer shall obtain all easements and rights-of-way necessary in connection with the constructed facilities, and convey them to the Company free and clear of all liens and encumbrances, without cost to the Company. Receipt of such easements and rights-of-way shall be a prerequisite for the acceptance of the constructed facilities.

10.0 AUTHORITY FOR POLICY

The charges and conditions set forth in this policy are subject to the approval of and revision by the Florida Public Service Commission.

Timothy D. Edmond  
ISSUING OFFICER

Vice President  
TITLE

WASTEWATER TARIFF

St. James Island Utility Company  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

St. James Island Utility Company  
NAME OF COMPANY

245 Riverside Avenue, Suite 500

Jacksonville, FL 32202

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1
Index of	
Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0
Service Availability Policy .....	21.0
Standard Forms .....	17.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Franklin

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
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(Continued to Sheet No. 3.1)

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

SUMMERCAMP

A portion of Sections 25 and 27, and fractional Sections 33, 34, 35 and 36, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida containing an aggregate area of 765.99 acres, more or less, described as:

PARCEL "1"

A portion of Section 25 and fractional Sections 35 and 36, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of State Road 30 (U.S. Highway 98), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of fractional Section 35, Township 6 South, Range 3 West and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence Southerly along the westerly boundary of said property as follows: South 00 degrees 30 minutes 16 seconds West 900.04 feet to a concrete monument; thence South 35 degrees 17 minutes 46 seconds East 1493.34 feet to the northerly right of way of State Road 30 (U.S. Highway 98); thence leaving said westerly boundary and said northerly right of way, run South 15 degrees 15 minutes 52 seconds East 200.00 feet to the southerly right of way of State Road 30 (U.S. Highway 98) and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 73 of said public records; thence run North 75 degrees 14 minutes 46 seconds East along said southerly right of way a distance of 899.93 feet to the easterly boundary of that parcel of land described in Deed Book 70, Page 73 of said public records and the POINT OF BEGINNING. From said POINT OF BEGINNING, continue North 75 degrees 14 minutes 45 seconds East along said right of way, a distance of 3652.84 feet to the west line of fractional Section 36, Township 6 South, Range 3 West, said point lying South 00 degrees 53 minutes 10 seconds West of an iron rod with cap marked "ECA" marking the northwest corner of said Section 36; thence continue North 75 degrees 14 minutes 45 seconds East along said southerly right of way, a distance of 4635.72 feet to the north line of said Section 36; thence continue North 75 degrees 14 minutes 45 seconds East along said right of way, a distance of 825.50 feet to a point on the projection of the east line of said Section 36; thence leaving said right of way, run South 00 degrees 26 minutes 46 seconds East along said projection, a distance of 197.27 feet to a terra cotta monument marking the northeast corner of said Section 36; thence continue South 00 degrees 26 minutes 46 seconds East along the east line of said Section 36, a distance of 2,115.16 feet to a St. Joe Paper Company monument, said monument marking the beginning of a Survey Witness Line described herein; thence continue South 00 degrees 26 minutes 46 seconds East along said east line, a distance of 154.10 feet, more or less, to the Mean High Water Line of the Gulf of Mexico, elevation 1.39 feet, National Geodetic Vertical Datum of 1929 (elevation 0.77 feet, North American Vertical Datum of 1988) as shown on the map or plat of survey prepared by Allen Nobles & Associates, Inc., Project Number 3796.010, dated May 15, 2003; thence run Westerly along said Mean High Water Line a distance of 21,930 feet, more or less, to the easterly boundary of the Florida State University Marine Lab as described in the instrument recorded in Deed Book 70, Page 73 and Official Records Book 109, Page 479 of the Public Records of Franklin County, Florida; thence leaving said Mean High Water Line, run North 14

(Continued to Sheet 3.2)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

degrees 59 minutes 19 seconds West along said easterly boundary, 14.20 feet to a 4"x4" concrete monument and the terminal point of the Survey Witness Line described herein; thence continue North 14 degrees 59 minutes 19 seconds West along said easterly boundary, a distance of 440.33 feet to the POINT OF BEGINNING, containing 422.80 acres, more or less.

The Mean High Water Line of the above described parcel being witnessed by a Survey Witness Line described as follows:

BEGIN at St. Joe Paper Company monument lying on the east line of Fractional Section 36, Township 6 South, Range 3 West, Franklin County, Florida, said point lying South 00 degrees 26 minutes 46 seconds East 2115.16 feet of a terra cotta monument marking the northeast corner of said Section 36, thence leaving said east line run Westerly along said Survey Witness Line as follows: thence South 43 degrees 05 minutes 11 seconds West 1,062.56 feet to a 5/8" iron rod with cap marked LB#3293; thence South 47 degrees 42 minutes 21 seconds West 2,080.19 feet to a 5/8" iron rod with cap marked LB#3293; thence South 56 degrees 51 minutes 07 seconds West 1,254.65 feet to a 5/8" iron rod with cap marked LB#3293; thence North 40 degrees 33 minutes 48 seconds West 2,593.80 feet to a 5/8" iron rod with cap marked LB#3293; thence North 79 degrees 17 minutes 18 seconds West 3,370.36 feet to a 5/8" iron rod with cap marked LB#3293; thence South 67 degrees 18 minutes 11 seconds West 438.24 feet to a 4"x4" concrete monument and the TERMINAL POINT of said Survey Witness Line.

PARCEL "2"

A portion of fractional Sections 33, 34 and 35, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of State Road 30 (U.S. Highway 98), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of said Section 35, and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence Southerly along the westerly boundary of said property as follows: South 00 degrees 30 minutes 16 seconds West 900.04 feet to a concrete monument; thence South 35 degrees 17 minutes 46 seconds East 1493.34 feet to the northerly right of way of State Road 30 (U.S. Highway 98); thence leaving said westerly boundary and said northerly right of way, run South 15 degrees 15 minutes 52 seconds East 200.00 feet to the southerly right of way of State Road 30 (U.S. Highway 98) and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 73 of said public records for the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said southerly right of way, run South 14 degrees 48 minutes 13 seconds East along said westerly boundary a distance of 324.71 feet to a 4" x 4" plain-top concrete monument; thence continue South 14 degrees 48 minutes 13 seconds East 312.58 feet to a point lying South 86 degrees 43 minutes 31 seconds West 2.22 feet of a 5/8" iron rod with cap marked LB# 3293 and the beginning of a Survey Witness Line described herein; thence continue South 14 degrees 48 minutes 13 seconds East, a distance of 149.48 feet, more or less to the Mean High Water Line of the Gulf of Mexico, elevation 1.39 feet, National Geodetic Vertical Datum of 1929 (elevation 0.77 feet, North American Vertical Datum of 1988) as shown on the map or

(Continued to Sheet No. 3.3)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

plat of survey prepared by Allen Nobles & Associates, Inc., Project Number 3796.010, survey date May 15, 2003; thence run Southwesterly along said Mean High Water Line a distance of 9,004 feet, more or less, to the northerly boundary of that parcel of land described in the instrument recorded in Official Records Book 229, Page 311 of the Public Records of Franklin County, Florida; thence leaving said Mean High Water Line, run North 89 degrees 12 minutes 53 seconds West along said north line a distance of 1.26 feet to a concrete monument, said point being the terminal point of the Survey Witness Line described herein; thence continue North 89 degrees 12 minutes 53 seconds West along said line, a distance of 258.82 feet to a point lying on the southerly right of way of State Road 30 (U.S. Highway 98); thence run along said southerly right of way as follows: said point lying on a curve concave to the northwest having a radius of 3,733.00 feet; thence run Northeasterly along said curve, through a central angle of 02 degrees 38 minutes 31 seconds, for an arc distance of 172.13 feet (the chord of said arc bears North 54 degrees 29 minutes 33 seconds East 172.12 feet); thence North 53 degrees 10 minutes 18 seconds East 237.59 feet; thence North 52 degrees 19 minutes 12 seconds East 705.54 feet to a point of curve to the right having a radius of 1,317.00 feet; thence run Northeasterly along said curve, through a central angle of 17 degrees 09 minutes 19 seconds for an arc distance of 394.33 feet; thence North 69 degrees 28 minutes 31 seconds East 528.28 feet to a point of curve to the left having a radius of 2,038.00 feet; thence run Northeasterly along said curve, through a central angle of 13 degrees 10 minutes 07 seconds for an arc distance of 468.40 feet; thence North 56 degrees 18 minutes 24 seconds East 165.41 feet to a point of curve to the right having a radius of 1,917.00 feet; thence run Northeasterly along said curve, through a central angle of 19 degrees 04 minutes 55 seconds for an arc distance of 638.44 feet; thence North 75 degrees 23 minutes 19 seconds East 1,134.97 feet to a point of curve to the left having a radius of 1,558.00 feet; thence run Northeasterly along said curve, through a central angle of 24 degrees 48 minutes 48 seconds for an arc distance of 674.73 feet; thence North 50 degrees 34 minutes 31 seconds East 1,115.48 feet to a point of curve to the left having a radius of 1,483.00 feet; thence run Northeasterly along said curve, through a central angle of 31 degrees 47 minutes 00 seconds for an arc distance of 822.66 feet to a point; thence South 70 degrees 40 minutes 01 seconds East 101.82 feet; thence North 59 degrees 14 minutes 59 seconds East 34.85 feet to a point lying on a curve concave to the northeast having a radius of 1,084.25 feet; thence run Southeasterly along said curve, through a central angle of 06 degrees 35 minutes 00 seconds, for an arc distance of 124.58 feet (the chord of said arc bears South 34 degrees 32 minutes 15 seconds East 124.51 feet); thence South 37 degrees 49 minutes 50 seconds East 61.40 feet to a point of curve to the left having a radius of 1,341.08 feet; thence run Southeasterly along said curve, through a central angle of 27 degrees 37 minutes 38 seconds for an arc distance of 646.65 feet to a point of compound curve to the left having a radius of 2,075.74 feet; thence run Easterly along said curve, through a central angle of 39 degrees 17 minutes 57 seconds, for an arc distance of 1423.75 feet; thence run North 75 degrees 14 minutes 45 seconds East 120.82 feet to the POINT OF BEGINNING, containing 96.75 acres, more or less.

The Mean High Water Line of the above described parcel being witnessed by a Survey Witness Line described as follows:

BEGIN at a 5/8" iron rod with cap marked LB#3293, marking the beginning of the Survey Witness Line and run thence Southwesterly along said witness line as follows: South 86 degrees 43 minutes 31 seconds West 2.22 feet to the easterly boundary of the above described parcel; thence leaving said easterly boundary, continue South 86 degrees 43 minutes (Continued to Sheet No. 3.4)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

31 seconds West 2194.72 feet to a 5/8" iron rod with cap marked LB#3293; thence South 70 degrees 25 minutes 31 seconds West 2,621.66 feet to a 5/8" iron rod with cap marked LB#3293; thence South 79 degrees 04 minutes 39 seconds West 1,709.35 feet to a 5/8" iron rod with cap marked LB#3293; thence South 59 degrees 38 minutes 08 seconds West 1,955.52 feet to a concrete monument lying on the northerly boundary of that parcel of land described in the instrument recorded in Official Records Book 229, Page 311 of the Public Records of Franklin County, Florida and the TERMINAL POINT of said Survey Witness Line.

PARCEL "3"

A portion of Section 27 and fractional Sections 33 and 34, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying South of U.S. Highway 98 (State Road 30), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of Fractional Section 35, Township 6 South, Range 3 West, Franklin County, Florida and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence North 89 degrees 32 minutes 17 seconds West along the north line of Fractional Section 34, a distance of 1380.31 feet to the westerly right of way of State Road 377 (U.S. Highway 319), said point lying on a curve concave southeasterly and the POINT OF BEGINNING. From said POINT OF BEGINNING, run Southerly and Southwesterly along said right of way as follows: thence Southerly along said curve having a radius of 1008.00 feet, through a central angle of 05 degrees 31 minutes 51 seconds, for an arc distance of 97.30 feet (the chord of said arc bears South 00 degrees 16 minutes 36 seconds East 97.26 feet); thence South 03 degrees 02 minutes 32 seconds East 961.02 feet; thence South 86 degrees 40 minutes 29 seconds West 63.28 feet to a point lying on a non tangent curve concave to the west having a radius of 1,441.54 feet; thence run Southerly along said curve, through a central angle of 22 degrees 43 minutes 12 seconds, for an arc distance of 571.63 feet (the chord of said arc bears South 08 degrees 04 minutes 42 seconds West 567.89 feet); thence South 70 degrees 40 minutes 01 seconds East 77.21 feet to a point lying on a non tangent curve concave to the northwest having a radius of 1,417.00 feet; thence run Southwesterly along said curve, through a central angle of 31 degrees 48 minutes 31 seconds, for an arc distance of 786.67 feet (the chord of said arc bears South 34 degrees 40 minutes 16 seconds West 776.61 feet); thence South 50 degrees 34 minutes 31 seconds West 1,115.48 feet to a point of curve to the right having a radius of 1,492.00 feet; thence run Southwesterly along said curve, through a central angle of 24 degrees 48 minutes 48 seconds for an arc distance of 646.15 feet; thence South 75 degrees 23 minutes 19 seconds West 1,134.97 feet to a point of curve to the left having a radius of 1,983.00 feet; thence run Southwesterly along said curve, through a central angle of 19 degrees 04 minutes 55 seconds for an arc distance of 660.42 feet; thence South 56 degrees 18 minutes 24 seconds West 165.41 feet to a point of curve to the right having a radius of 1,972.00 feet; thence run Southwesterly along said curve, through a central angle of 13 degrees 10 minutes 07 seconds for an arc distance of 453.24 feet; thence South 69 degrees 28 minutes 31 seconds West 528.28 feet to a point of curve to the left having a radius of 1,383.00 feet; thence run Southwesterly along said curve, through a central angle of 17 degrees 09 minutes 19 seconds for an arc distance of 414.09 feet; thence South 52 degrees 19 minutes 12 seconds West 705.05 feet; thence South 53 degrees 10 minutes 18 seconds

(Continued to Sheet No. 3.5)

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Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED

West 237.10 feet to a point of curve to the right having a radius of 3,667.00 feet; thence run Southwesterly along said curve, through a central angle of 04 degrees 08 minutes 40 seconds for an arc distance of 265.25 feet to the south line of Fractional Section 33, Township 6 South, Range 3 West; thence leaving said westerly right of way, run North 89 degrees 12 minutes 53 seconds West along the aforesaid south line of Section 33, a distance of 332.25 feet to a point lying on a non tangent curve concave to the northwest having a radius of 2,048.00 feet; thence leaving said south line, run Northeasterly along said curve, through a central angle of 34 degrees 41 minutes 12 seconds, for an arc distance of 1,239.85 feet (the chord of said arc bears North 46 degrees 54 minutes 35 seconds East 1,221.00 feet) ; thence North 29 degrees 33 minutes 59 seconds East 183.00 feet; thence South 60 degrees 26 minutes 01 seconds East 16.00 feet; thence North 29 degrees 33 minutes 59 seconds East 1,440.63 feet to a point of curve to the right having a radius of 3,186.00 feet; thence run Northeasterly along said curve, through a central angle of 36 degrees 42 minutes 04 seconds for an arc distance of 2,040.81 feet; thence North 66 degrees 16 minutes 03 seconds East 1,656.67 feet to a point of curve to the left having a radius of 2,814.00 feet; thence run Northeasterly along said curve, through a central angle of 31 degrees 25 minutes 37 seconds for an arc distance of 1,543.49 feet; thence North 34 degrees 52 minutes 24 seconds East 1,317.40 feet; thence South 55 degrees 00 minutes 06 seconds East 153.10 feet to the aforesaid westerly right of way of State Road 377 (U.S. Highway 319); thence South 34 degrees 59 minutes 54 seconds West along said right of way a distance of 526.47 feet to a point of curve to the left having a radius of 1,008.00 feet; thence run Southerly along said right of way and curve, through a central angle of 32 degrees 30 minutes 35 seconds for an arc distance of 571.94 feet to the POINT OF BEGINNING, containing 232.83 acres, more or less.

PARCEL "4"

A portion of fractional Section 35, Township 6 South, Range 3 West, a private subdivision of the Forbes Purchase land grant in Franklin County, Florida, lying North of State Road 30 (U.S. Highway 98) (State Road 30), described as follows:

COMMENCE at a terra cotta monument marking the northwest corner of fractional Section 35, Township 6 South, Range 3 West and the northwest corner of that parcel of land described in the instrument recorded in Deed Book 70, Page 237 of the Public Records of Franklin County, Florida and run thence South 00 degrees 30 minutes 16 seconds West along the westerly boundary of said property a distance of 900.04 feet to a concrete monument and the POINT OF BEGINNING. From said POINT OF BEGINNING, run thence South 35 degrees 17 minutes 46 seconds East 1,493.34 feet to the northerly right of way of State road 30 (U.S. Highway 98); thence run Westerly along said right of way as follows: thence South 75 degrees 14 minutes 45 seconds West 119.14 feet to a point of curve to the right having a radius of 1,875.74 feet; thence run Westerly along said curve, through a central angle of 23 degrees 22 minutes 45 seconds for an arc distance of 765.38 feet; thence leaving said right of way, run North 00 degrees 30 minutes 16 seconds East along the west line of said Section 35, a distance of 1,289.86 feet to the POINT OF BEGINNING, containing 13.60 acres, more or less.

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Franklin	SummerCamp	All	

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

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 St. James Island Utility Company.
- 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 disposing of wastewater located on 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 from 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 water 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.  
(Continued to Sheet No. 5.1)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 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.

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	12.0
Adjustment of Bills .....	10.0	20.0
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
Customer Billing .....	9.0	15.0
Delinquent Bills .....	10.0	17.0
Evidence of Consumption .....	10.0	22.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	21.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
Limitation of Use .....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently .....	9.0	16.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0

(Continued to Sheet No. 6.1)

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	19.0

Timothy D. Edmond

ISSUING OFFICER

Vice President

TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

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 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

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)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(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 shall be collected directly into the Company's main wastewater lines.

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 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 change 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)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(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 utility 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 utility 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 wastewater 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.

(Continued on Sheet No. 10.0)

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 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.
- 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 or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited 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.

Timothy D. Edmond

ISSUING OFFICER

Vice President

TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	12.0
Miscellaneous Service Charges .....	15.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	16.0

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

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 - Per Month

Base Facility Charge 5/8" x 3/4"	\$ 34.25
3/4"	51.38
1"	85.63
1- 1/2"	171.25
2"	274.00
3"	548.00
4"	856.25
6"	1,172.50
8"	2,740.00
 Per 1,000 gallons water used	 \$ 3.44

- 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 -
- TYPE OF FILING -

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

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

<u>RATE</u> - Per Month		
Base Facility Charge		\$ 34.25
Per 1,000 gallons water used (Capped at 8,000 gallons)		\$ 3.44

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 -

TYPE OF FILING -

\_\_\_\_\_  
Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
\_\_\_\_\_  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater 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 INITIAL DEPOSIT - The Company policy is to not require an initial deposit for residential service. The Company may require an initial deposit for General Service if the customer cannot meet the credit requirements of Rule 25-30.311, Florida Administrative Code.

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$0</u>	<u>2 x BFC</u>
1"	<u>0</u>	<u>"</u>
1 1/2"	<u>0</u>	<u>"</u>
Over 2"	<u>0</u>	<u>"</u>

NEW or ADDITIONAL DEPOSIT - The Company may require a new deposit from a residential customer where previously waived, or an additional deposit from a General Service in order to secure payment of current bills provided. The amount of such deposit will be determined in accordance with Rule 25-30.311(7), Florida Administrative Code,

INTEREST ON DEPOSIT - The Company shall pay interest on any Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of December each year.

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 Rule 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 -

TYPE OF FILING -

Timothy D. Edmond  
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Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

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 (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING -

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ )GPD .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ )GPD .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Reimbursement Charge</u>		
Residential & Others -per ERC ( __ GPD) .....	\$ 774.00	
All others-per gallon .....	\$	
or		
Residential-per lot ( __ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( <u>350</u> GPD) .....	\$ 1,000.00	
All others-per gallon .....	\$ 2.857	
<u>On-Site Component Charge</u>		
Residential & Other - per Customer Site .....	\$ 3,500.00	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE .....	19.0
COPY OF CUSTOMER'S BILL .....	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	18.0

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Late Filed

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

**Sample Application Form**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

State

Zip

Service Address \_\_\_\_\_

City

State

Zip

Date service should begin \_\_\_\_\_

Service requested:

Water \_\_\_ Wastewater \_\_\_ Both \_\_\_

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer 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.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. 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.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within \_\_\_ days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Timothy D. Edmond

ISSUING OFFICER

Vice President

TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Late Filed

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Authority for Policy .....	22.1	10.0
Availability .....	22.0	2.0
Cost Records and "As-Built" Plans .....	22.1	8.0
Developer Contributions .....	22.0	5.0
Developer Reimbursement .....	22.0	6.0
Easements and Rights-of-Way .....	22.1	9.0
General Information .....	22.0	1.0
Main Extension Reimbursement Charge .....	22.0	4.0
On-Site Component charge .....	22.0	7.0
Plant Capacity charge .....	22.0	3.0
Schedule of Fees and Charges	Go to Sheet No. 16.0	

Timothy D. Edmond  
 ISSUING OFFICER  
Vice President  
 TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 GENERAL INFORMATION

The Company adopts and incorporates herein Chapter 25-10, Part VI - Service Availability, Florida Administrative Code.

2.0 AVAILABILITY

The provisions of this policy are available throughout the service territory.

3.0 PLANT CAPACITY CHARGE

A Plant Capacity Charge shall be paid for each new connection. The charge must be paid before service will be rendered. The charge for each separately metered single family residence is \$1,000.00. The charge for other than single family residences is \$2.857 per gallon per day capacity required. The minimum charge is \$1,000.00.

4.0 MAIN EXTENSION REIMBURSEMENT CHARGE

A Main Extension Reimbursement Charge shall be paid for each new connection. The charge must be paid before service will be rendered. The charge for each separately metered single family residence or Other ERC is \$774.00.

5.0 DEVELOPER CONTRIBUTIONS

The Developer, at its cost, is responsible for the design, installation, inspection and testing of the complete water distribution system, on-site and off-site, in accordance with Company requirements. This includes all mains, service and hydrants. The Developer shall convey the distribution system to the Company, at no cost to the Company. Such conveyance shall be by Bill of Sale, free of all liens and encumbrances, in a form satisfactory to the Company's attorney. The construction and conveyance may be in phases agreed upon by the parties.

6.0 DEVELOPER REIMBURSEMENT

The Company shall reimburse the Developer \$774.00 for each new single family residence connection or other ERC for all new connections. In no event shall the amount reimbursed exceed the cost of the facilities conveyed to the Company.

7.0 ON-SITE COMPONENT CHARGE

An On-Site Component Charge shall be paid for each new connection. The charge must be paid before service will be rendered. The charge for each separately metered single family residence or Other ERC is \$3,500.00.

(Continue to Sheet No. 22.1)

Timothy D. Edmond

ISSUING OFFICER

Vice President

TITLE

NAME OF COMPANY St. James Island Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

SERVICE AVAILABILITY POLICY( cont.)

8.0 COST RECORDS AND "AS-BUILT" PLANS

Developer shall maintain accurate records establishing the cost of all utility facilities it constructs and conveys to the Company. Developer shall also provide a complete set of as-built plans signed by the responsible engineer. Such information and plans shall be furnished to the Company concurrently with the bill of sale. Receipt of such information and plans shall be a prerequisite for the acceptance of the constructed facilities.

9.0 EASEMENTS AND RIGHTS-OF-WAY

Developer shall obtain all easements and rights-of-way necessary in connection with the constructed facilities, and convey them to the Company free and clear of all liens and encumbrances, without cost to the Company. Receipt of such easements and rights-of-way shall be a prerequisite for the acceptance of the constructed facilities.

10.0 AUTHORITY FOR POLICY

The charges and conditions set forth in this policy are subject to the approval of and revision by the Florida Public Service Commission.

Timothy D. Edmond  
ISSUING OFFICER  
Vice President  
TITLE