

ORIGINAL

RUTLEDGE, ECENIA, PURNELL & HOFFMAN

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

040358-SU

STEPHEN A. ECENIA
RICHARD M. ELLIS
KENNETH A. HOFFMAN
THOMAS W. KONRAD
MICHAEL G. MAIDA
MARTIN P. McDONNELL
J. STEPHEN MENTON

POST OFFICE BOX 551, 32302-0551
215 SOUTH MONROE STREET, SUITE 420
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788
TELECOPIER (850) 681-6515
April 22, 2004

R. DAVID PRESCOTT
HAROLD F. X. PURNELL
MARSHA E. RULE
GARY R. RUTLEDGE
GOVERNMENTAL CONSULTANTS
MARGARET A. MENDUNI
M. LANE STEPHENS

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

RECEIVED FPSC
APR 22 PM 3:51
COMMISSION
CLERK

RE: Crooked Creek Utility Company Application for Original Certificate for Proposed Wastewater System and Request for Initial Rates and Charges

Dear Ms. Bayo:

Enclosed for filing on behalf of Crooked Creek Utility Company ("Crooked Creek") 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 \$750.00.

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:

LM

Sincerely,

Kenneth A. Hoffman

Enclosures

Original Tariffs + MAPS
RECEIVED & FILED forwarded to ECR.

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE
04794 APR 22 04
FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION

IN RE: Application by Crooked Creek)
Utility Company for Original)
Certificate for Proposed Wastewater)
System and Request for Initial)
Rates and Charges)
_____)

Docket No. 040358-SU
Filed: April 22, 2004

**APPLICATION FOR ORIGINAL CERTIFICATE
FOR PROPOSED WASTEWATER
SYSTEM AND REQUEST FOR INITIAL RATES AND CHARGES**

Crooked Creek Utility Company ("Crooked Creek"), 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 Certificate for a Proposed Wastewater System and Request for Initial Rates and Charges. In support of this Application, Crooked Creek states as follows:

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

Crooked Creek 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

04794 APR 22 8

FPSC-COMMISSION CLERK

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

Kevin G. Fox
1400 Oven Park Drive
Tallahassee, Florida 32308
(850) 386-8600 (telephone)
(850) 523-4211 (telecopier)

4. Crooked Creek 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 Bay 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. Crooked Creek 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. Crooked Creek 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 Crooked Creek 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 Crooked Creek seeks to provide service, are included in the attached Application and Exhibits thereto.


8. Schedules showing all rates, classifications, and charges for service of every kind proposed by Crooked Creek, 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, Crooked Creek requests that this Commission:

- A. Grant Crooked Creek's Application for Original Certificate for Proposed Wastewater System;
- B. Approve initial rates and charges for the wastewater system;
- C. Issue a Certificate of Authorization for the wastewater system; and
- D. Grant such other relief as appropriate.

Respectfully submitted this 22nd day of April, 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 Bay 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:

Crooked Creek Utility Company

Name of utility

(850) 386-8600

Phone No.

Fax No.

245 Riverside, Suite 500

Office street address

Jacksonville

FL

32202

City

StateZip 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:

Kevin G. Fox

(850) 386-8600

Name

Phone No.

1400 Oven Park Drive

Street address

Tallahassee, FL 32308

City

State

Zip Code

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

Corporation 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).

Crooked Creek Utility Company is wholly owned by The St. Joe Company.
 Crooked Creek Utility Company President: Kevin G. Fox
 Crooked Creek Utility Company Senior Vice-President
 & Treasurer: Michael N. Ragen
 Crooked Creek Utility Vice-Presidents: Stephen W. Solomon, William F
 Butler, Everitt Drew
 Crooked Creek Utility Company Secretary: Christine M. Marx
 Crooked Creek Utility Company Assistant Treasurer: David F. Childers III
 Crooked Creek Utility Company Assistant Secretaries: Susan G. Whitlatch,
 Rita Johnson, Sharon R. Parks, Bryan Duke, Miriam Greenhut

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 - NOT APPLICABLE, Wastewater only system**

- (1) Exhibit - A statement describing the proposed type(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit - 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.):

- (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:

- (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.

_____ (ERCs) _____ (GPD)

- (6) Indicate the type of treatment: _____

- (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.

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

- (9) Exhibit ____ - 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 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.

- (2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

Primarily single family cabins with a river house and boat ramp.
Other building types may be 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.

417 ERCs or 125,000 GPD for both treatment and disposal.

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

Extended aeration with basic level disinfection via chlorine contact basins and disposal at onsite rapid infiltration basins (RIBs).

- (6) Exhibit C - 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 404 ERCs at buildout.

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

- (9) Exhibit D - 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 E - A statement regarding the financial and technical ability of the applicant to provide reasonably sufficient and efficient service.
- B) Exhibit F - 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 G - 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 F - 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 F - 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 F - 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 F - 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 H - 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 I - 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 J - 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 K - 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 L - 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:

_____ (for water) and \$ 750 _____ (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 M - 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, Kevin G. Fox, as President of Crooked Creek 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.

By: Kevin G. Fox

Name: Kevin G. Fox

Title: President

Subscribed and sworn to before me this 14th day of April, 2004 by Kevin G Fox, who is personally known to me.

Ma Jany Collette
Notary Public's Signature

Print, Type or Stamp
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
Crooked Creek Utility Company

EXHIBIT A

NEED FOR SERVICE

Crooked Creek Utility Company will provide service to RiverCamps at Crooked Creek, a planned community of The St. Joe Land Co. It is located in Bay County approximately seven miles north of Panama City between Highway 388 and the Intracoastal Waterway. There is a need for both water and wastewater service to the community. Water will be provided by Bay County. Wastewater service will be provided by the Applicant. The Applicant has contacted those existing utility systems that are within close proximity and they have indicated that they do not have the facilities to provide wastewater service to 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 the water and wastewater section of the comprehensive plan of Bay County as approved by the State of Florida Department of Community Affairs.

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT B

WASTEWATER SYSTEM

It is estimated that the wastewater system will be able to serve 417 ERCs. There are 400 cabin homes planned at buildout, plus a riverhouse and boat ramp that total 404 ERCs. It is expected that the 400 cabin homes will be served by 5/8" meters. It is also expected that the riverhouse and boat ramp will be served by 5/8" meters.

The development is planned to be constructed in five phases, but, for the most part, the phases will be constructed year to year, or continuously over a six year period. Since this a small system, built over a relatively short period, for purposes of determining rates, it was considered best to view all costs over all phases and develop rates at 80% of total buildout rather than at 80% of each phase buildout including the statutory growth factor.

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT C

STATEMENT REGARDING REUSE

The utility has no plans for using reuse at this time. The developers of Rivercamp have made every effort to limit the requirement for irrigation water by limiting the planting area and by utilizing xeroscaping to reduce the need for water. Therefore, the demand for irrigation water will be minimal. Under the circumstances, because of the substantial distance between the plant and the development, it is not economically feasible to construct a reuse main from the wastewater treatment plant back to the development to serve such a limited demand.

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT D

LAND FOR WASTEWATER FACILITIES

The Applicant will purchase the land required for the wastewater treatment and disposal facilities. The draft contract for the purchase and sale of the land and an un-executed copy of the warranty deed is attached. An executed and recorded copy of the warranty deed 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 CROOKED CREEK 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:

Fax Number: _____
Phone Number: _____

To Escrow Agent:

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:

CROOKED CREEK 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 **CROOKED CREEK 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
Crooked Creek Utility Company

EXHIBIT E

FINANCIAL and TECHNICAL

Crooked Creek 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
Crooked Creek Utility Company

EXHIBIT F

FINANCIAL AND TECHNICAL

Crooked Creek Utility Company was incorporated 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 G 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 F 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 F at Schedule 2 and Support Tables A-1, A-2 and C-1.

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

Exhibit F, 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 will utilize the current leverage formula for establishing an authorized return on common equity.

CROOKED CREEK UTILITY COMPANY
INDEX OF SCHEDULES AND TABLES

Schedule/ Table No.	Title
Schedule 1	Schedule of Rate Base at 80% of Design Capacity - Year 2010
Schedule 2	Schedule of Net Operating Income at 80% of Design Capacity - Year 2010
Schedule 3	Schedule of Capital Structure at 80% of Design Capacity - Year 2010
Schedule 4	Base Facility Charge and Gallonage Component Cost at 80% of Design Capacity - Wastewater
Support Table A-1	Operating Income at Full Return - Wastewater
Support Table A-2	Operating Income at Rates Based on 80% of Design Capacity - Wastewater
Support Table B-1	Rate Base - Wastewater
Support Table B-2	Plant in Service
Support Table B-3	Depreciation
Support Table B-4	Contributed Plant in Service
Support Table B-5	Amortization of Contributed Plant in Service
Support Table B-6	Net Plant to Net CIAC Ratios
Support Table C-1	Wastewater Operation & Maintenance Expense
Support Table D-1	Revenue Requirement Calculation - Wastewater
Support Table D-2	Base Facility Charge and Gallonage Component Cost at 80% of Design Capacity - Wastewater
Support Table E-1	Customer Growth Assumptions for Years 2004-2010
Support Table E-2	Capital Expenditures for Years 2004-2010 - WASTEWATER SYSTEM

CROOKED CREEK UTILITY COMPANY
Schedule of Rate Base
At 80% of Design Capacity - Year 2010

Schedule No. 1

Description	Wastewater
Utility Plant in Service	3,071,180
Accumulated Depreciation	(556,281)
Contributions in Aid of Construction	(2,241,876)
Accumulated Amortization of CIAC	296,474
Less: Non Used & Useful Adjustment	0
Working Capital Allowance	11,486
Total Rate Base	580,983

CROOKED CREEK UTILITY COMPANY
 Schedule of Net Operating Income
 At 80% of Design Capacity - Year 2010

Schedule No. 2

Description	Wastewater
OPERATING REVENUES	211,996
Operation & Maintenance	91,887
Depreciation	120,748
CIAC Amortization	(86,339)
Taxes Other than Income	16,802
Provision for Income Taxes	6,663
OPERATING EXPENSES	149,761
NET OPERATING INCOME	62,235
RATE BASE	580,983
RATE OF RETURN	10.71%

CROOKED CREEK UTILITY COMPANY
 Schedule of Capital Structure
 At 80% of Design Capacity - Year 2010

Schedule No. 3
 Page 1 of 2

	Balance	Weight	Cost Rate	Weighted Cost
Equity	232,393	40.00%	11.96%	4.78%
Debt	348,590	60.00%	9.88%	5.93%
Total	580,983	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 estimated based on new debt issues for Arvida

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	\$2,835,182,093	
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	9%	6.72%	4.21%
Total	\$382,025,243	100%	6.14%	3.84%

JOE Cost of Equity	
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)	
10.89%	
JOE Cost of Debt	
After tax yield on debt in today's marketplace	
Cost of Debt = Debt Yield * (1 - Tax Rate)	
3.84%	
JOE Weighted Average Cost of Capital	
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)	
9.88% (1)	

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

Utility Cost of Equity	
Public Service Commission (PSC) Approach	
Cost of Equity = 8.16% + (1.518% / Equity Ratio of 40%) (2)	
11.98%	
Utility Cost of Debt (rate on loan from JOE)	
Public Service Commission (PSC) Approach	
9.88% (see (1) above)	
Utility Weighted Average Cost of Capital	
Public Service Commission (PSC) Approach	
Weighted Average Cost of Capital = (Equity Ratio of 40% * Cost of Equity) + (Debt Ratio of 60% * Cost of Debt)	
10.71%	

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

CROOKED CREEK UTILITY COMPANY
 Base Facility Charge and Gallonage Component Cost
 At 80% of Design Capacity
 WASTEWATER SERVICE

Schedule No. 4

BASE FACILITY CHARGE

5/8" X 3/4"	22.11
3/4"	33.17
1"	55.28
1 1/2"	110.55
2"	176.88
3"	353.76
4"	552.75
6"	1,105.50
8"	1,768.80

CHARGE PER 1,000 GALLONS

Residential	2.66 *
General Service	2.66

* Maximum of 8,000 gallons

RESIDENTIAL BILLS	5/8" X 3/4"
3,000 gallons	\$ 30.09
5,000 gallons	\$ 35.41
10,000 gallons	\$ 48.71

CROOKED CREEK UTILITY COMPANY

Support Table A-1

REVENUE REQUIREMENT AND OPERATING INCOME AT FULL RATE OF RETURN - WASTEWATER

	2004	2005	2006	2007	2008	2009	2010
OPERATING REVENUES	162,137	155,411	151,045	185,189	209,862	212,655	211,996
Operation & Maintenance	20,019	21,464	30,238	47,179	64,288	79,129	91,887
Depreciation	37,587	42,781	54,451	72,568	94,855	110,818	120,748
CIAC Amortization	(4,451)	(10,117)	(23,323)	(39,943)	(58,220)	(74,082)	(86,339)
Taxes Other than Income - Property (1.25% of RB)	9,692	8,988	7,902	9,251	9,483	8,315	7,262
Taxes Other than Income - Reg. Fees	7,296	6,993	6,797	8,334	9,444	9,569	9,540
Provision for Income Taxes	8,940	8,280	7,262	8,527	8,745	7,650	6,663
OPERATING EXPENSES	79,083	78,389	83,327	105,915	128,594	141,400	149,761
NET OPERATING INCOME	83,054	77,022	67,718	79,274	81,268	71,255	62,235
RATE BASE	775,335	719,022	632,167	740,049	758,661	665,189	580,983
RATE OF RETURN	10.71%	10.71%	10.71%	10.71%	10.71%	10.71%	10.71%

CROOKED CREEK UTILITY COMPANY
 OPERATING INCOME - WASTEWATER
 AT RATES BASED ON 80% OF DESIGN CAPACITY

Support Table A-2

	2004	2005	2006	2007	2008	2009	2010
OPERATING REVENUES	0	12,234	46,739	89,776	135,070	176,230	211,985
Operation & Maintenance	20,019	21,464	30,238	47,179	64,288	79,129	91,887
Depreciation	37,587	42,781	54,451	72,568	94,855	110,818	120,748
CIAC Amortization	(4,451)	(10,117)	(23,323)	(39,943)	(58,220)	(74,082)	(86,339)
Taxes Other than Income - Property	9,692	8,988	7,902	9,251	9,483	8,315	7,262
Taxes Other than Income - Reg. Fees	0	551	2,103	4,040	6,078	7,930	9,540
Provision for Income Taxes	0	0	0	0	0	805	6,663
OPERATING EXPENSES	62,847	63,666	71,371	93,095	116,484	132,916	149,761
NET OPERATING INCOME	(62,847)	(51,432)	(24,632)	(3,319)	18,586	43,313	62,224
RATE BASE	775,335	719,022	632,167	740,049	758,661	665,189	580,983
RATE OF RETURN	-8.11%	-7.15%	-3.90%	-0.45%	2.45%	6.51%	10.71%

**CROOKED CREEK UTILITY COMPANY
RATE BASE - WASTEWATER**

Support Table B-1

	2004	2005	2006	2007	2008	2009	2010
Utility Plant in Service	942,950	1,228,834	1,546,370	2,139,552	2,626,680	2,864,680	3,071,180
Accumulated Depreciation	(39,817)	(84,828)	(141,509)	(217,287)	(316,333)	(431,342)	(556,281)
CIAC	(134,752)	(442,236)	(814,366)	(1,265,948)	(1,695,776)	(1,988,176)	(2,241,876)
Accum. Amort. of CIAC	4,451	14,568	37,891	77,834	136,054	210,135	296,474
Less: Non Used & Useful Adj.	0	0	0	0	0	0	0
Working Capital Allowance	2,502	2,683	3,780	5,897	8,036	9,891	11,486
Total Rate Base	775,335	719,022	632,167	740,049	758,661	665,189	580,983

CROOKED CREEK UTILITY COMPANY
PLANT IN SERVICE

Support Table B-2

NARUC

Account	Description	2004	2005	2006	2007	2008	2009	2010
WASTEWATER - ANNUAL ADDITIONS								
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	212,820	0	0	0	25,200	0	0
360	Low Pressure Force Main System	128,941	160,853	59,695	106,692	81,692	0	0
363	Services	5,811	30,531	30,341	22,390	12,736	0	0
370	Receiving Wells	66,893	0	0	58,841	0	0	0
371	Pumping Plant	54,873	94,500	227,500	310,759	273,000	238,000	206,500
380	Treat & Disposal Plant	423,612	0	0	94,500	94,500	0	0
	Totals	942,950	285,884	317,536	593,182	487,128	238,000	206,500
WASTEWATER - ANNUAL BALANCES								
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	212,820	212,820	212,820	212,820	238,020	238,020	238,020
360	Low Pressure Force Main System	128,941	289,794	349,489	456,180	537,873	537,873	537,873
363	Services	5,811	36,342	66,683	89,073	101,809	101,809	101,809
370	Receiving Wells	66,893	66,893	66,893	125,734	125,734	125,734	125,734
371	Pumping Plant	54,873	149,373	376,873	687,632	960,632	1,198,632	1,405,132
380	Treat & Disposal Plant	423,612	423,612	423,612	518,112	612,612	612,612	612,612
	Totals	942,950	1,228,834	1,546,370	2,139,552	2,626,680	2,864,680	3,071,180
	Totals, Water & Wastewater	942,950	1,228,834	1,546,370	2,139,552	2,626,680	2,864,680	3,071,180

CROOKED CREEK UTILITY COMPANY
DEPRECIATION

Support Table B-3

NARUC

Account	Description	2004	2005	2006	2007	2008	2009	2010
WASTEWATER - ANNUAL EXPENSE								
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	6,651	6,651	6,651	6,651	7,044	7,438	7,438
360	Low Pressure Force Main System	4,298	6,979	10,655	13,428	16,568	17,929	17,929
363	Services	153	555	1,356	2,049	2,512	2,679	2,679
370	Receiving Wells							
371	Pumping Plant	2,452	4,563	11,756	23,781	36,822	48,238	58,168
380	Treat & Disposal Plant	23,534	23,534	23,534	26,159	31,409	34,034	34,034
	Totals	37,587	42,781	54,451	72,568	94,855	110,818	120,748
WASTEWATER - ANNUAL BALANCES								
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	6,651	13,301	19,952	26,603	33,647	41,085	48,523
360	Low Pressure Force Main System	4,298	11,277	21,932	35,359	51,927	69,856	87,785
363	Services	153	708	2,063	4,113	6,624	9,303	11,983
370	Receiving Wells	2,230	4,460	6,689	9,900	14,091	18,282	22,473
371	Pumping Plant	2,452	7,015	18,771	42,552	79,374	127,611	185,779
380	Treat & Disposal Plant	23,534	47,068	70,602	96,761	128,170	162,204	196,238
	Totals	39,817	84,828	141,509	217,287	316,333	431,342	556,281

CROOKED CREEK UTILITY COMPANY
CONTRIBUTED PLANT IN SERVICE

Support Table B-4

NARUC

Account	Description	2004	2005	2006	2007	2008	2009	2010
WASTEWATER - ANNUAL ADDITIONS								
	Capacity Charge	0	21,600	54,594	60,000	62,400	54,400	47,200
360	Low Pressure Force Main System	128,941	160,853	59,695	106,692	81,692	0	0
363	Services	5,811	30,531	30,341	22,390	12,736	0	0
371	On-Site Component (Tank/Pump)	0	94,500	227,500	262,500	273,000	238,000	206,500
	Totals	134,752	307,484	372,130	451,582	429,828	292,400	253,700
WASTEWATER - ANNUAL BALANCES								
	Capacity Charge	0	21,600	76,194	136,194	198,594	252,994	300,194
360	Low Pressure Force Main System	128,941	289,794	349,489	456,180	537,873	537,873	537,873
363	Services	5,811	36,342	66,683	89,073	101,809	101,809	101,809
371	On-Site Component (Tank/Pump)	0	94,500	322,000	584,500	857,500	1,095,500	1,302,000
	Totals	134,752	442,236	814,366	1,265,948	1,695,776	1,988,176	2,241,876

CROOKED CREEK UTILITY COMPANY
 AMORTIZATION OF CONTRIBUTED PLANT IN SERVICE

Support Table B-5

NARUC		2004	2005	2006	2007	2008	2009	2010
Account	Description							
WASTEWATER - ANNUAL EXPENSE								
	Capacity Charge	0	472	2,008	4,214	6,927	9,844	12,171
360	Low Pressure Force Main System	4,298	6,979	10,655	13,428	16,568	17,929	17,929
363	Services	153	555	1,356	2,049	2,512	2,679	2,679
371	On-Site Component (Tank/Pump)	0	2,111	9,305	20,251	32,214	43,630	53,560
	Totals	4,451	10,117	23,323	39,943	58,220	74,082	86,339
WASTEWATER - ANNUAL BALANCES								
	Capacity Charge	0	472	2,481	6,695	13,622	23,465	35,636
360	Low Pressure Force Main System	4,298	11,277	21,932	35,359	51,927	69,856	87,785
363	Services	153	708	2,063	4,113	6,624	9,303	11,983
371	On-Site Component (Tank/Pump)	0	2,111	11,416	31,667	63,881	107,511	161,070
	Totals	4,451	14,568	37,891	77,834	136,054	210,135	296,474

Support Table B-6

CROOKED CREEK UTILITY COMPANY
 NET PLANT to NET CIAC RATIOS

	2004	2005	2006	2007	2008	2009	2010
WASTEWATER							
Net Plant	903,133	1,144,006	1,404,861	1,922,265	2,310,347	2,433,338	2,514,899
Net CIAC	130,301	427,668	776,474	1,188,114	1,559,722	1,778,040	1,945,401
Net CIAC as Pct of Net Plant	14%	37%	55%	62%	68%	73%	77%

CROOKED CREEK UTILITY COMPANY
WASTEWATER OPERATION & MAINTENANCE

Support Table C-1

NARUC

Account	Description	2004	2005	2006	2007	2008	2009	2010
732	Contractual Services - Acctg	4,000	4,000	4,000	4,000	4,000	4,000	4,000
733	Contractual Services - Legal	6,000	6,000	6,000	6,000	6,000	6,000	6,000
734	Contractual Services - Mgt.	4,000	4,000	10,268	22,301	35,153	47,417	58,085
741	Rents - Real Property	0	0	0	0	0	0	0
757	Insurance (0.6% of Net Plant)	5,419	6,864	8,429	11,534	13,862	14,600	15,089
775	Misc. (15% of Acct 734)	600	600	1,540	3,345	5,273	7,113	8,713
	Total	20,019	21,464	30,238	47,179	64,288	79,129	91,887

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 - based on similar contracts.; Minimum - \$4,000/yr.
4. Rents - real property: Annual lease for land on which water and wastewater plants are located.

CROOKED CREEK UTILITY COMPANY
Revenue Requirement Calculation

Support Table D-1

	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	162,137	155,411	151,045	185,189	209,862	212,655	211,996		
TOTAL O&M EXPENSE	20,019	21,464	30,238	47,179	64,288	79,129	91,887		
NET DEPRECIATION EXPENSE	33,136	32,664	31,128	32,625	36,635	36,737	34,409		
TAXES OTHER THAN INCOME	16,988	15,981	14,699	17,584	18,927	17,884	16,802		
NOI BEFORE INCOME TAXES	91,994	85,302	74,980	87,800	90,012	78,905	68,898		
INTEREST	45,962	42,624	37,475	43,870	44,973	39,432	34,441		
TAXABLE NOI	46,032	42,678	37,505	43,930	45,039	39,473	34,457		
RESTATEMENT OF OPERATING INCOME									
OPERATING REVENUES	162,137	155,411	151,045	185,189	209,862	212,655	211,996		
TOTAL O&M EXPENSE	20,019	21,464	30,238	47,179	64,288	79,129	91,887		
NET DEPRECIATION EXPENSE	33,136	32,664	31,128	32,625	36,635	36,737	34,409		
TAXES OTHER THAN INCOME	9,692	8,988	7,902	9,251	9,483	8,315	7,262		
REG FEES (SEPARATE LINE ITEM)	7,296	6,993	6,797	8,334	9,444	9,569	9,540		
INCOME TAX	8,940	8,280	7,262	8,527	8,745	7,650	6,663		
CALCULATED NOI AFTER TAXES	83,054	77,022	67,718	79,274	81,268	71,255	62,235		
ALLOWABLE NOI AFTER TAXES	83,054	77,022	67,718	79,274	81,268	71,255	62,235		
	TAX COMPUTATION	TAX COMPUTATION	TAX COMPUTATION	TAX COMPUTATION	TAX COMPUTATION	TAX COMPUTATION	TAX COMPUTATION		
GROSS NOI DEFICIENCY	46,032	42,678	37,505	43,930	45,039	39,473	34,457		
STATE EXEMPTION	2,500	2,500	2,500	2,500	2,500	2,500	2,500		
STATE TAXABLE INCOME	43,532	40,178	35,005	41,430	42,539	36,973	31,957		
STATE INCOME TAX RATE	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%		
STATE INCOME TAX	2,394	2,210	1,925	2,279	2,340	2,034	1,758		
FEDERAL TAXABLE INCOME	43,638	40,468	35,580	41,651	42,699	37,439	32,699		
0 -	50,000 :	15%	6,546	6,070	5,337	6,248	6,405	5,616	4,905
50,000 -	75,000 :	25%	0	0	0	0	0	0	0
75,000 -	100,000 :	34%	0	0	0	0	0	0	0
100,000 -	335,000 :	39%	0	0	0	0	0	0	0
335,000 -	AND UP :	34%	0	0	0	0	0	0	0
FEDERAL INCOME TAX	6,546	6,070	5,337	6,248	6,405	5,616	4,905		
STATE INCOME TAX	2,394	2,210	1,925	2,279	2,340	2,034	1,758		
TOTAL INCOME TAX	8,940	8,280	7,262	8,527	8,745	7,650	6,663		

CROOKED CREEK UTILITY COMPANY
 Base Facility Charge and Gallonage Component Cost
 At 80% of Design Capacity

Support Table D-2

FACTORED ERC'S 4,149
 FACTORED GALLONS 45,198

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
OPERATION & MAINTENANCE EXPENSES:							
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	68,085	50%	50%	34,042	8.2051	34,042	0.7532
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	15,089	50%	50%	7,545	1.8185	7,545	0.1669
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	8,713	50%	50%	4,356	1.0500	4,356	0.0964
TOTAL OPERATION & MAINTENANCE EXPENSES	91,887			45,943	11.0736	45,943	1.0165
DEPRECIATION AND AMORTIZATION:							
403 Depreciation Expense	34,409	100%	---	34,409	8.2935	0	0.0000
407 Amortization Expense	0	100%	---	0	0.0000	0	0.0000
TOTAL DEPRECIATION AND AMORTIZATION	34,409			34,409	8.2935	0	0.0000
TAXES OTHER THAN INCOME TAXES:							
408.10 Utility Regulatory Assessment Fees	9,540	43%	57%	4,128	0.9951	5,411	0.1197
408.11 Property Taxes	7,262	100%	---	7,262	1.7504	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
TOTAL TAXES OTHER THAN INCOME TAXES	16,802			11,391	2.7455	5,411	0.1197
INCOME TAXES:							
409 Federal, State, and Local income Taxes	6,663	---	100%	0	0.0000	6,663	0.1474
TOTAL INCOME TAXES	6,663			0	0.0000	6,663	0.1474
RETURN ON INVESTMENT	62,235	---	100%	0	0.0000	62,235	1.3769
TOTAL REVENUE REQUIREMENT	211,996			91,743	22.1126	120,253	2.6606
LESS: MISCELLANEOUS REVENUES	0	100%	---	0	0.0000	0	0.0000
TOTAL REVENUES FOR RATE SETTING	211,996			91,743	22.11	120,253	2.66

CROOKED CREEK UTILITY COMPANY
Customer Growth Assumptions for Years 2004- 2010

Support Table E-1

Year	2005	2006	2007	2008	2009	2010	2011
ERC's Added	27.00	68.24	75.00	78.00	68.00	59.00	29.00
ERC's Cumulative	27.00	95.24	170.24	248.24	316.24	375.24	404.24
Average ERC's	13.50	61.12	132.74	209.24	282.24	345.74	389.74
Pct of Buildout, avg yr	3.34%	15.12%	32.84%	51.76%	69.82%	85.53%	96.41%
Water GPD	8,910	31,430	56,180	81,920	104,360	123,830	133,400
Water Annual 000 Gal	3,252	11,472	20,506	29,901	38,091	45,198	48,691
Wastewater GPD	8,100	28,570	51,070	74,740	94,870	112,570	121,270
WW Annual 000 Gal	2,957	10,428	18,641	27,280	34,628	41,088	44,264

Assumption: ERCs are added the year after units are constructed.

Note: Additions in 2006 include 1 Riverhouse at 1,100 GPD, water and 1,000 GPD, wastewater and 1 Boat Ramp Restroom at 300 GPD, water and 270 GPD, wastewater. An ERC = 330 GPD, water and 300 GPD, wastewater.

CROOKED CREEK UTILITY COMPANY
Capital Expenditures for Years 2004 - 2011

Support Table E-2

Description	Unit	Qty	Cost incl. 20% Conting. & Technical Fees	Cost incl. 5% O&A	In-Service Year	Depr. Life	Annual Dep. Exp.	Initially Funded By
WASTEWATER SYSTEM								
Account 351 - Organization	EA	1	0	5,000	2004	40	125	I
Account 352 - Franchises	EA	1	0	15,000	2004	40	375	I
Account 353 - Land & Land Rights	Parcel	1	0	30,000	2004	-----	-----	I
Account 354 - Structures & Improvements								
WWTP - Site preparation	LS	1	176,400	185,220	2004	32	5,788	I
Rapid Infiltration Pond (RIB), 36,000 gpd	LS	2	24,000	27,600	2004	32	863	I
Rapid Infiltration Pond (RIB), 26,500 gpd	LS	2	24,000	25,200	2008	32	788	I
Account 360 - FM, Low Pressure Sewer System								
8" Force Main	LF	8,500	83,232	87,394	2004	30	2,913	C
1.5" PVC LPSS pipe & fittings	LF	1,190	5,312	5,578	2004	30	186	C
2" PVC LPSS pipe & fittings	LF	1,640	7,223	7,584	2004	30	253	C
4" PVC FM pipe & fittings	LF	3,354	20,326	21,342	2004	30	711	C
Flushing Connection Assemble & fittings	EA	5	1,183	1,242	2004	30	41	C
2" Ball Valve with Box	EA	2	222	233	2004	30	8	C
1.5" Ball Valve with Box	EA	1	90	95	2004	30	3	C
4" Plug Valve with Box	EA	3	2,021	2,122	2004	30	71	C
4" Temp. Blow Off Valve w/Box & fittings	EA	3	3,192	3,352	2004	30	112	C
2" PVC LPSS pipe & fittings	LF	7,500	33,030	34,682	2005	30	1,156	C
4" PVC FM pipe & fittings	LF	17,000	103,020	108,171	2005	30	3,606	C
Flushing Connection Assemble & fittings	EA	18	4,261	4,474	2005	30	149	C
2" Ball Valve with Box	EA	11	1,219	1,280	2005	30	43	C
4" Plug Valve with Box	EA	11	7,408	7,778	2005	30	259	C
4" Temp. Blow Off Valve w/Box & fittings	EA	4	4,255	4,468	2005	30	149	C
2" PVC LPSS pipe & fittings	LF	6,200	27,305	28,670	2006	30	956	C
4" PVC FM pipe & fittings	LF	3,900	23,634	24,816	2006	30	827	C
Flushing Connection Assemble & fittings	EA	8	1,894	1,988	2006	30	66	C
2" Ball Valve with Box	EA	11	1,219	1,280	2006	30	43	C
4" Plug Valve with Box	EA	1	673	707	2006	30	24	C
4" Temp. Blow Off Valve w/Box & fittings	EA	2	2,128	2,234	2006	30	74	C
2" PVC LPSS pipe & fittings	LF	8,700	38,315	40,231	2007	30	1,341	C
4" PVC FM pipe & fittings	LF	9,200	55,752	58,540	2007	30	1,951	C
Flushing Connection Assemble & fittings	EA	8	1,894	1,988	2007	30	66	C
2" Ball Valve with Box	EA	11	1,219	1,280	2007	30	43	C
4" Plug Valve with Box	EA	5	3,367	3,536	2007	30	118	C
4" Temp. Blow Off Valve w/Box & fittings	EA	1	1,064	1,118	2007	30	37	C
2" PVC LPSS pipe & fittings	LF	9,600	42,278	44,392	2008	30	1,480	C
4" PVC FM pipe & fittings	LF	4,900	29,694	31,179	2008	30	1,039	C
Flushing Connection Assemble & fittings	EA	10	2,368	2,486	2008	30	83	C
2" Ball Valve with Box	EA	13	1,441	1,513	2008	30	50	C
4" Plug Valve with Box	EA	3	2,021	2,122	2008	30	71	C
Account 363 - Services Laterals								
1.5" HDPE Service Laterals w/accessories	LF	541	3,596	3,776	2004	38	99	C
3" Conduit for Service Lines	LF	362	1,938	2,035	2004	38	54	C
1.5" HDPE Service Laterals w/accessories	LF	2,820	18,748	19,685	2005	38	518	C
3" Conduit for Service Lines	LF	1,930	10,330	10,846	2005	38	285	C
1.5" HDPE Service Laterals w/accessories	LF	3,300	21,938	23,035	2006	38	606	C
3" Conduit for Service Lines	LF	1,300	6,958	7,305	2006	38	192	C
1.5" HDPE Service Laterals w/accessories	LF	2,000	13,296	13,961	2007	38	367	C
3" Conduit for Service Lines	LF	1,500	8,028	8,429	2007	38	222	C
1.5" HDPE Service Laterals w/accessories	LF	1,100	7,313	7,678	2008	38	202	C

CROOKED CREEK UTILITY COMPANY
Capital Expenditures for Years 2004 - 2011

Support Table E-2

Description	Unit	Qty	Cost incl. 20% Conting. & Technical Fees	Cost incl. 5% O&A	In-Service Year	Depr. Life	Annual Dep. Exp.	Initially Funded By
WASTEWATER SYSTEM								
3" Conduit for Service Lines	LF	900	4,817	5,058	2008	38	133	C
Account 370 - Receiving Wells								
Master Lift Station	LS	1	63,708	66,893	2004	30	2,230	I
Lift Station	LS	1	56,039	58,841	2007	30	1,961	I
Account 371 - Pumping Plant								
Master Lift Station	LS	1	52,260	54,873	2004	18		I
Lift Station	LS	2	45,961	48,259	2007	18	2,681	I
On-Site Component (Tank/Pump)	LS	27	94,500	94,500	2005	21.71	4,352	C
On-Site Component (Tank/Pump)	LS	65	227,500	227,500	2006	21.71	10,477	C
On-Site Component (Tank/Pump)	LS	75	262,500	262,500	2007	21.71	12,089	C
On-Site Component (Tank/Pump)	LS	78	273,000	273,000	2008	21.71	12,572	C
On-Site Component (Tank/Pump)	LS	68	238,000	238,000	2009	21.71	10,961	C
On-Site Component (Tank/Pump)	LS	59	206,500	206,500	2010	21.71	9,510	C
On-Site Component (Tank/Pump)	LS	29	101,500	101,500	2011	21.71	4,674	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	22.38	
Account 380 - Treat & Disposal Plant								
WWTP - 1st Train, 36,000 gpd, incl site prep.	LS	1	287,100	301,455	2004	18	16,748	I
WWTP - 2nd Train, 36,000 gpd	LS	1	116,340	122,157	2004	18	6,787	I
WWTP - add 26,500 gpd	LS	1	90,000	94,500	2008	18	5,250	I
WWTP - add 26,500 gpd	LS	1	90,000	94,500	2009	18	5,250	I
Total - Wastewater System			3,038,529	3,172,680				

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT G

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. 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

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

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
Total assets	1,170	1,341	1,115
Other liabilities	369	325	249
Debt	321	498	297
Total stockholders' equity	480	518	569
Total liabilities and stockholders' equity	\$ 1,170	\$ 1,341	\$ 1,115

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

	2002	2001	2000
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 ⁽¹⁾	\$ 174.4	\$ 70.2	\$ 100.3
Net income per diluted share	\$ 2.14	\$ 0.83	\$ 1.15

Results of Operations - EBITDA

EBITDA ⁽²⁾	\$ 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

	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



Long known as Florida's premier community developer, Arvida creates high-quality resort, residential and second-home communities. 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



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

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



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

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
Crooked Creek Utility Company

EXHIBIT H

TERRITORIAL DESCRIPTION

A TRACT OF LAND BEING LOCATED IN SECTION 14, FRACTIONAL SECTION 21, SECTION 22, SECTION 23, FRACTIONAL SECTION 24, FRACTIONAL SECTION 25, FRACTIONAL SECTION 26, FRACTIONAL SECTION 27 AND FRACTIONAL SECTION 28, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND SITUATED BETWEEN THE EASTERLY MEAN HIGH WATER LINE OF THE U.S. ARMY CORPS OF ENGINEERS INTRACOASTAL WATERWAY, THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY, THE WESTERLY MEAN HIGH WATER LINE OF CROOKED CREEK, AND THE SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE OF COUNTY ROAD NO. 388 (FORMERLY KNOWN AS STATE ROAD NO. 388). SAID LANDS AND MEAN HIGH WATER LINES ESTABLISHED BY SURVEY OF WILSONMILLER, INC., IN THE FALL OF 2002, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 5560.72 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY MEAN HIGH WATER LINE OF CROOKED

CREEK; THENCE MEANDER NORTHERLY ALONG SAID WESTERLY MEAN HIGH WATER LINE OF CROOKED CREEK FOR A DISTANCE OF 28,002.73 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE OF COUNTY ROAD NO. 388 (FORMERLY KNOWN AS STATE ROAD NO. 388 – RIGHT-OF-WAY WIDTH VARIES); THENCE RUN SOUTH 51°29'32" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE, FOR A DISTANCE OF 448.29 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 38°30'28" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 51°29'32" WEST FOR A DISTANCE OF 609.74 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "D" WITH GRID COORDINATES OF NORTHING 479376.3906, EASTING 1553791.6786, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE SOUTH 51°29'32" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE, FOR A DISTANCE OF 6182.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 3869.83 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVING SOUTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39°29'56", FOR AN ARC DISTANCE OF 2667.80 FEET, SAID ARC HAVING A CHORD DISTANCE OF 2615.28 FEET AND BEARING SOUTH 71°14'30" WEST TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE, NORTH 89°00'32" WEST FOR A DISTANCE OF 2881.94 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°33'19" WEST FOR A DISTANCE OF 1269.67 FEET; THENCE RUN SOUTH 89°00'11" EAST FOR A DISTANCE OF 1322.34 FEET TO THE POINT OF BEGINNING.

ALSO AND TOGETHER WITH SEVERAL ISLANDS LYING SOUTH OF THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY AND SEPARATED FROM THE ABOVE DESCRIBED PROPERTY BY A SERIES OF TIDAL MARSHES. SAID ISLANDS DESIGNATED NO. 1 THROUGH NO. 4 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ISLAND NO. 1

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER

LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN NORTH 87°44'04" WEST FOR A DISTANCE OF 249.65 FEET; THENCE RUN SOUTH 02°15'56" WEST FOR A DISTANCE OF 709.52 FEET; THENCE RUN SOUTH 74°37'29" EAST FOR A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 34°31'00" EAST FOR A DISTANCE OF 25.74 FEET; THENCE RUN SOUTH 22°40'28" WEST FOR A DISTANCE OF 38.62 FEET; THENCE RUN SOUTH 04°33'52" EAST FOR A DISTANCE OF 260.81 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 43°27'48" WEST FOR A DISTANCE OF 62.28 FEET; THENCE RUN SOUTH 80°10'49" WEST FOR A DISTANCE OF 49.43 FEET; THENCE RUN NORTH 76°24'37" WEST FOR A DISTANCE OF 45.98 FEET; THENCE RUN NORTH 79°39'35" EAST FOR A DISTANCE OF 50.33 FEET; THENCE RUN NORTH 69°33'12" EAST FOR A DISTANCE OF 32.84 FEET; THENCE RUN NORTH 54°08'28" EAST FOR A DISTANCE OF 58.23 FEET; THENCE RUN NORTH 59°51'00" EAST FOR A DISTANCE OF 53.46 FEET TO THE POINT OF BEGINNING.

ISLAND NO. 2

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN NORTH 87°44'04" WEST FOR A DISTANCE OF 249.65 FEET; THENCE RUN SOUTH 02°15'56" WEST FOR A DISTANCE OF 709.52 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 74°37'29" EAST FOR A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 34°31'00" EAST FOR A DISTANCE OF 25.74 FEET; THENCE RUN SOUTH 22°40'28" WEST FOR A DISTANCE OF 38.62 FEET; THENCE RUN SOUTH

57°24'26" EAST FOR A DISTANCE OF 55.01 FEET; THENCE RUN SOUTH 49°10'16" WEST FOR A DISTANCE OF 54.79 FEET; THENCE RUN SOUTH 26°11'00" WEST FOR A DISTANCE OF 87.66 FEET; THENCE RUN SOUTH 81°25'51" WEST FOR A DISTANCE OF 6.75 FEET; THENCE RUN NORTH 12°55'20" WEST FOR A DISTANCE OF 16.62 FEET; THENCE RUN NORTH 20°03'25" WEST FOR A DISTANCE OF 21.16 FEET; THENCE RUN NORTH 45°11'48" WEST FOR A DISTANCE OF 15.89 FEET; THENCE RUN NORTH 36°28'37" WEST FOR A DISTANCE OF 15.43 FEET; THENCE RUN NORTH 41°01'14" WEST FOR A DISTANCE OF 11.67 FEET; THENCE RUN NORTH 51°13'29" WEST FOR A DISTANCE OF 27.63 FEET; THENCE RUN NORTH 18°13'37" EAST FOR A DISTANCE OF 29.08 FEET; THENCE RUN NORTH 48°38'18" EAST FOR A DISTANCE OF 43.37 FEET; THENCE RUN NORTH 72°22'56" EAST FOR A DISTANCE OF 43.05 FEET; THENCE RUN NORTH 86°41'35" EAST FOR A DISTANCE OF 44.39 FEET; THENCE RUN NORTH 64°34'07" EAST FOR A DISTANCE OF 49.20 FEET; THENCE RUN NORTH 10°44'18" EAST FOR A DISTANCE OF 28.46 FEET TO THE POINT OF BEGINNING.

ISLAND NO. 3

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03'04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN NORTH 87°44'04" WEST FOR A DISTANCE OF 976.33 FEET; THENCE RUN SOUTH 02°15'56" WEST FOR A DISTANCE OF 737.75 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 78°46'58" EAST FOR A DISTANCE OF 57.64 FEET; THENCE RUN SOUTH 24°39'03" EAST FOR A DISTANCE OF 80.74 FEET; THENCE RUN SOUTH 05°39'55" EAST FOR A DISTANCE OF 82.59 FEET; THENCE RUN SOUTH 33°29'51" EAST FOR A DISTANCE OF 91.41 FEET; THENCE RUN SOUTH 22°20'39" EAST FOR A DISTANCE OF 105.73 FEET; THENCE RUN NORTH 82°52'45" EAST FOR A DISTANCE OF 103.44 FEET; THENCE RUN SOUTH 87°02'50" EAST FOR A DISTANCE OF 134.51 FEET; THENCE RUN NORTH 61°57'05" EAST FOR A DISTANCE OF 49.87 FEET; THENCE RUN NORTH 53°13'51" EAST

FOR A DISTANCE OF 59.45 FEET; THENCE RUN NORTH 81°22'36" EAST FOR A DISTANCE OF 44.67 FEET; THENCE RUN NORTH 60°11'41" EAST FOR A DISTANCE OF 23.73 FEET; THENCE RUN NORTH 53°23'12" EAST FOR A DISTANCE OF 11.59 FEET; THENCE RUN SOUTH 18°38'49" EAST FOR A DISTANCE OF 29.69 FEET; THENCE RUN SOUTH 69°20'54" WEST FOR A DISTANCE OF 95.80 FEET; THENCE RUN SOUTH 11°18'22" WEST FOR A DISTANCE OF 56.55 FEET; THENCE RUN SOUTH 36°28'51" WEST FOR A DISTANCE OF 36.18 FEET; THENCE RUN SOUTH 61°01'25" WEST FOR A DISTANCE OF 15.97 FEET; THENCE RUN NORTH 75°33'40" WEST FOR A DISTANCE OF 38.72 FEET; THENCE RUN NORTH 35°51'45" WEST FOR A DISTANCE OF 40.06 FEET; THENCE RUN NORTH 85°34'14" WEST FOR A DISTANCE OF 42.23 FEET; THENCE RUN NORTH 89°46'25" WEST FOR A DISTANCE OF 52.79 FEET; THENCE RUN SOUTH 84°08'49" WEST FOR A DISTANCE OF 65.53 FEET; THENCE RUN SOUTH 73°50'15" WEST FOR A DISTANCE OF 70.83 FEET; THENCE RUN NORTH 61°19'04" WEST FOR A DISTANCE OF 21.83 FEET; THENCE RUN NORTH 19°26'53" WEST FOR A DISTANCE OF 26.49 FEET; THENCE RUN NORTH 02°09'40" EAST FOR A DISTANCE OF 66.29 FEET; THENCE RUN NORTH 32°49'22" WEST FOR A DISTANCE OF 45.78 FEET; THENCE RUN NORTH 43°37'44" WEST FOR A DISTANCE OF 72.38 FEET; THENCE RUN NORTH 75°23'46" WEST FOR A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 68°40'37" WEST FOR A DISTANCE OF 43.40 FEET; THENCE RUN NORTH 54°26'38" WEST FOR A DISTANCE OF 43.00 FEET; THENCE RUN NORTH 79°47'59" WEST FOR A DISTANCE OF 39.45 FEET; THENCE RUN SOUTH 86°19'23" WEST FOR A DISTANCE OF 75.25 FEET; THENCE RUN NORTH 83°53'57" WEST FOR A DISTANCE OF 64.18 FEET; THENCE RUN NORTH 71°39'31" WEST FOR A DISTANCE OF 55.67 FEET; THENCE RUN NORTH 70°41'46" WEST FOR A DISTANCE OF 63.15 FEET; THENCE RUN NORTH 89°30'36" WEST FOR A DISTANCE OF 45.11 FEET; THENCE RUN NORTH 80°39'36" WEST FOR A DISTANCE OF 69.49 FEET; THENCE RUN NORTH 76°37'38" WEST FOR A DISTANCE OF 105.41 FEET; THENCE RUN NORTH 70°23'24" WEST FOR A DISTANCE OF 87.95 FEET; THENCE RUN NORTH 31°49'15" WEST FOR A DISTANCE OF 26.40 FEET; THENCE RUN NORTH 56°26'33" WEST FOR A DISTANCE OF 23.90 FEET; THENCE RUN NORTH 79°21'23" WEST FOR A DISTANCE OF 105.04 FEET; THENCE RUN SOUTH 82°05'46" WEST FOR A DISTANCE OF 46.86 FEET; THENCE RUN NORTH 86°44'04" WEST FOR A DISTANCE OF 60.64 FEET; THENCE RUN NORTH 76°57'18" WEST FOR A DISTANCE OF 43.44 FEET; THENCE RUN SOUTH 89°56'53" WEST FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH 57°19'27" WEST FOR A DISTANCE OF 28.20 FEET; THENCE RUN NORTH 83°18'47" WEST FOR A DISTANCE OF 52.05 FEET; THENCE RUN NORTH 56°57'59" WEST FOR A DISTANCE OF 38.04 FEET; THENCE RUN NORTH 35°33'10" WEST FOR A DISTANCE OF 43.06 FEET; THENCE RUN NORTH 37°35'53" WEST FOR A DISTANCE OF 56.31 FEET; THENCE RUN NORTH 44°18'18" WEST FOR A DISTANCE OF 32.42 FEET; THENCE RUN NORTH 26°32'14" WEST FOR A DISTANCE OF 30.10 FEET; THENCE RUN NORTH 66°19'20" EAST FOR A DISTANCE OF 14.18 FEET; THENCE RUN SOUTH 68°01'59" EAST FOR A DISTANCE OF 31.88 FEET; THENCE RUN SOUTH 31°00'01" EAST FOR A DISTANCE OF 36.62 FEET; THENCE RUN SOUTH 69°49'37" EAST FOR A DISTANCE OF 45.80 FEET; THENCE RUN SOUTH 60°03'42" EAST FOR A DISTANCE OF 92.37 FEET; THENCE RUN SOUTH 85°09'11" EAST FOR A DISTANCE OF 73.93 FEET; THENCE RUN SOUTH 78°19'03" EAST FOR A DISTANCE OF 90.79 FEET; THENCE RUN SOUTH 85°08'17" EAST FOR A DISTANCE OF 65.36 FEET; THENCE RUN SOUTH 71°08'15" EAST FOR A DISTANCE OF 123.95 FEET; THENCE RUN SOUTH 73°56'43" EAST FOR A DISTANCE OF 81.10 FEET; THENCE RUN SOUTH 66°35'16" EAST FOR A DISTANCE OF 47.55 FEET; THENCE RUN SOUTH 75°40'20" EAST FOR A DISTANCE OF 53.76 FEET; THENCE RUN SOUTH 87°06'42" EAST FOR A DISTANCE OF 59.98 FEET; THENCE RUN SOUTH 72°48'51" EAST FOR A DISTANCE OF 110.42 FEET; THENCE RUN NORTH 89°31'58" EAST FOR A DISTANCE OF 80.88 FEET; THENCE RUN SOUTH 79°58'56" EAST FOR A DISTANCE OF 86.77 FEET; THENCE RUN NORTH 79°02'47" EAST FOR A DISTANCE OF 59.23 FEET; THENCE RUN NORTH 38°00'43" EAST FOR A DISTANCE OF 53.05 FEET; THENCE RUN NORTH 34°42'06" EAST FOR A DISTANCE OF 59.53 FEET TO THE POINT OF BEGINNING.

ISLAND NO. 4

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN SOUTH 84°26'21" EAST FOR A DISTANCE OF 865.98 FEET; THENCE RUN NORTH 77°49'13" EAST FOR A DISTANCE OF 603.85 FEET; THENCE RUN SOUTH 12°10'47" EAST FOR A DISTANCE OF 205.69 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 80°14'22" EAST FOR A DISTANCE OF 38.04 FEET; THENCE RUN SOUTH 49°25'59" EAST FOR A DISTANCE OF 19.83 FEET; THENCE RUN NORTH 66°44'12" EAST FOR A DISTANCE OF 20.69 FEET; THENCE RUN SOUTH 86°25'40" EAST FOR A DISTANCE OF 29.72 FEET; THENCE RUN NORTH 85°26'20" EAST FOR A DISTANCE OF 43.77 FEET; THENCE RUN SOUTH 80°13'05" EAST FOR A DISTANCE OF 61.80 FEET; THENCE RUN SOUTH 58°32'27" EAST FOR A DISTANCE OF 27.18 FEET; THENCE RUN NORTH 88°37'55" EAST FOR A DISTANCE OF 64.83 FEET; THENCE RUN NORTH 87°55'27" EAST FOR A DISTANCE OF 42.95 FEET; THENCE RUN SOUTH 71°56'14" EAST FOR A DISTANCE OF 22.24 FEET; THENCE RUN SOUTH 80°52'51" EAST FOR A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 81°25'41" EAST FOR A DISTANCE OF 43.85 FEET; THENCE RUN SOUTH 37°41'31" EAST FOR A DISTANCE OF 25.92 FEET; THENCE RUN SOUTH 61°57'59" EAST FOR A DISTANCE OF 66.13 FEET; THENCE RUN SOUTH 54°46'22" EAST FOR A DISTANCE OF 51.91 FEET; THENCE RUN SOUTH 64°04'22" EAST FOR A DISTANCE OF 55.13 FEET; THENCE RUN SOUTH 73°39'19" EAST FOR A DISTANCE OF 114.12 FEET; THENCE RUN SOUTH 80°05'52" EAST FOR A DISTANCE OF 91.78 FEET; THENCE RUN SOUTH 76°54'54" EAST FOR A DISTANCE OF 71.22 FEET; THENCE RUN SOUTH 80°08'12" EAST FOR A DISTANCE OF 47.57 FEET; THENCE RUN SOUTH 75°02'57" EAST FOR A DISTANCE OF 47.54 FEET; THENCE RUN NORTH 51°22'15" EAST FOR A DISTANCE OF 37.26 FEET; THENCE RUN SOUTH 69°05'14" EAST FOR A DISTANCE OF 51.97 FEET; THENCE RUN NORTH 60°45'19" EAST FOR A DISTANCE OF 27.47 FEET; THENCE RUN NORTH 76°34'42" WEST FOR A DISTANCE OF

55.76 FEET; THENCE RUN SOUTH 82°31'43" EAST FOR A DISTANCE OF 57.06 FEET; THENCE RUN NORTH 69°16'26" EAST FOR A DISTANCE OF 67.83 FEET; THENCE RUN SOUTH 86°55'59" EAST FOR A DISTANCE OF 97.47 FEET; THENCE RUN NORTH 79°28'00" EAST FOR A DISTANCE OF 123.18 FEET; THENCE RUN NORTH 81°52'35" EAST FOR A DISTANCE OF 89.82 FEET; THENCE RUN NORTH 80°41'31" EAST FOR A DISTANCE OF 105.13 FEET; THENCE RUN NORTH 69°49'00" EAST FOR A DISTANCE OF 88.90 FEET; THENCE RUN SOUTH 87°35'15" EAST FOR A DISTANCE OF 73.13 FEET; THENCE RUN NORTH 78°25'57" EAST FOR A DISTANCE OF 126.91 FEET; THENCE RUN NORTH 46°23'49" EAST FOR A DISTANCE OF 53.85 FEET; THENCE RUN NORTH 53°37'35" EAST FOR A DISTANCE OF 42.56 FEET; THENCE RUN NORTH 60°08'41" EAST FOR A DISTANCE OF 42.50 FEET; THENCE RUN NORTH 77°08'10" EAST FOR A DISTANCE OF 148.51 FEET; THENCE RUN NORTH 80°09'03" EAST FOR A DISTANCE OF 119.86 FEET; THENCE RUN NORTH 78°31'08" EAST FOR A DISTANCE OF 77.94 FEET; THENCE RUN NORTH 84°04'28" EAST FOR A DISTANCE OF 151.30 FEET; THENCE RUN NORTH 87°35'38" EAST FOR A DISTANCE OF 97.45 FEET; THENCE RUN NORTH 80°19'35" WEST FOR A DISTANCE OF 108.78 FEET; THENCE RUN NORTH 78°31'40" EAST FOR A DISTANCE OF 100.43 FEET; THENCE RUN NORTH 85°00'13" EAST FOR A DISTANCE OF 75.70 FEET; THENCE RUN NORTH 78°21'58" EAST FOR A DISTANCE OF 78.90 FEET; THENCE RUN SOUTH 66°31'34" EAST FOR A DISTANCE OF 24.73 FEET; THENCE RUN NORTH 71°54'49" EAST FOR A DISTANCE OF 22.72 FEET; THENCE RUN SOUTH 60°16'41" EAST FOR A DISTANCE OF 17.97 FEET; THENCE RUN SOUTH 05°55'50" WEST FOR A DISTANCE OF 14.44 FEET; THENCE RUN SOUTH 43°54'58" WEST FOR A DISTANCE OF 20.66 FEET; THENCE RUN SOUTH 80°30'16" WEST FOR A DISTANCE OF 38.88 FEET; THENCE RUN SOUTH 82°28'59" WEST FOR A DISTANCE OF 86.94 FEET; THENCE RUN NORTH 82°30'17" WEST FOR A DISTANCE OF 37.23 FEET; THENCE RUN SOUTH 79°24'19" WEST FOR A DISTANCE OF 38.34 FEET; THENCE RUN SOUTH 80°30'46" WEST FOR A DISTANCE OF 57.19 FEET; THENCE RUN SOUTH 68°22'05" WEST FOR A DISTANCE OF 58.81 FEET; THENCE RUN SOUTH 78°18'28" WEST FOR A DISTANCE OF 55.11 FEET; THENCE RUN SOUTH 88°12'23" WEST FOR A DISTANCE OF 29.42 FEET; THENCE RUN NORTH 74°40'47" WEST FOR A DISTANCE OF 43.86 FEET; THENCE RUN SOUTH 70°31'50" WEST FOR A DISTANCE OF 32.87 FEET; THENCE RUN SOUTH 74°42'59" WEST FOR A DISTANCE OF 18.70 FEET; THENCE RUN NORTH 77°31'36" WEST FOR A DISTANCE OF 36.32 FEET; THENCE RUN SOUTH 85°39'21" WEST FOR A DISTANCE OF 49.32 FEET; THENCE RUN SOUTH 81°12'57" WEST FOR A DISTANCE OF 60.23 FEET; THENCE RUN SOUTH 74°12'46" WEST FOR A DISTANCE OF 51.75 FEET; THENCE RUN SOUTH 87°07'09" WEST FOR A DISTANCE OF 14.80 FEET; THENCE RUN SOUTH 77°19'21" WEST FOR A DISTANCE OF 70.40 FEET; THENCE RUN SOUTH 70°18'14" WEST FOR A DISTANCE OF 44.54 FEET; THENCE RUN SOUTH 84°05'35" WEST FOR A DISTANCE OF 84.68 FEET; THENCE RUN SOUTH 75°35'14" WEST FOR A DISTANCE OF 67.74 FEET; THENCE RUN SOUTH 63°35'34" WEST FOR A DISTANCE OF 43.80 FEET; THENCE RUN SOUTH 68°54'12" WEST FOR A DISTANCE OF 48.85 FEET; THENCE RUN SOUTH 38°10'05" WEST FOR A DISTANCE OF 42.33 FEET; THENCE RUN SOUTH 60°49'03" WEST FOR A DISTANCE OF 49.33 FEET; THENCE RUN SOUTH 76°00'41" WEST FOR A DISTANCE OF 68.14 FEET; THENCE RUN SOUTH 84°13'10" WEST FOR A DISTANCE OF 44.45 FEET; THENCE RUN SOUTH 83°39'09" WEST FOR A DISTANCE OF 52.09 FEET; THENCE RUN SOUTH 78°34'00" WEST FOR A DISTANCE OF 37.33 FEET; THENCE RUN SOUTH 80°36'16" WEST FOR A DISTANCE OF 40.14 FEET; THENCE RUN SOUTH 73°18'30" WEST FOR A DISTANCE OF 64.68 FEET; THENCE RUN NORTH 89°57'22" WEST FOR A DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 72°53'59" WEST FOR A DISTANCE OF 63.28 FEET; THENCE RUN NORTH 84°54'16" WEST FOR A DISTANCE OF 13.81 FEET; THENCE RUN SOUTH 85°33'28" WEST FOR A DISTANCE OF 41.67 FEET; THENCE RUN SOUTH 86°48'16" WEST FOR A DISTANCE OF 48.97 FEET; THENCE RUN SOUTH 65°18'19" WEST FOR A DISTANCE OF 33.93 FEET; THENCE RUN SOUTH 79°19'20" WEST FOR A DISTANCE OF 24.84 FEET; THENCE RUN SOUTH 67°56'17" WEST FOR A DISTANCE

OF 18.23 FEET; THENCE RUN NORTH 87°29'19" WEST FOR A DISTANCE OF 12.83 FEET; THENCE RUN NORTH 74°57'18" WEST FOR A DISTANCE OF 18.94 FEET; THENCE RUN SOUTH 85°38'48" WEST FOR A DISTANCE OF 69.96 FEET; THENCE RUN SOUTH 58°05'46" WEST FOR A DISTANCE OF 29.87 FEET; THENCE RUN NORTH 88°49'36" WEST FOR A DISTANCE OF 45.09 FEET; THENCE RUN SOUTH 56°09'50" WEST FOR A DISTANCE OF 18.20 FEET; THENCE RUN NORTH 86°44'00" WEST FOR A DISTANCE OF 16.62 FEET; THENCE RUN SOUTH 88°48'17" WEST FOR A DISTANCE OF 43.53 FEET; THENCE RUN SOUTH 63°43'28" WEST FOR A DISTANCE OF 19.03 FEET; THENCE RUN NORTH 85°18'09" WEST FOR A DISTANCE OF 38.77 FEET; THENCE RUN SOUTH 67°59'24" WEST FOR A DISTANCE OF 25.99 FEET; THENCE RUN SOUTH 80°55'45" WEST FOR A DISTANCE OF 42.27 FEET; THENCE RUN NORTH 64°32'41" WEST FOR A DISTANCE OF 17.53 FEET; THENCE RUN NORTH 74°35'26" WEST FOR A DISTANCE OF 39.73 FEET; THENCE RUN NORTH 54°58'46" WEST FOR A DISTANCE OF 27.28 FEET; THENCE RUN NORTH 59°42'16" WEST FOR A DISTANCE OF 42.58 FEET; THENCE RUN NORTH 83°32'07" WEST FOR A DISTANCE OF 64.83 FEET; THENCE RUN NORTH 84°36'21" WEST FOR A DISTANCE OF 62.99 FEET; THENCE RUN NORTH 89°17'20" WEST FOR A DISTANCE OF 47.80 FEET; THENCE RUN NORTH 86°48'25" WEST FOR A DISTANCE OF 69.89 FEET; THENCE RUN NORTH 74°15'02" WEST FOR A DISTANCE OF 20.33 FEET; THENCE RUN NORTH 18°38'24" WEST FOR A DISTANCE OF 32.02 FEET; THENCE RUN NORTH 56°50'30" WEST FOR A DISTANCE OF 27.28 FEET; THENCE RUN NORTH 78°19'48" WEST FOR A DISTANCE OF 41.77 FEET; THENCE RUN NORTH 64°33'24" WEST FOR A DISTANCE OF 31.31 FEET; THENCE RUN NORTH 38°54'01" WEST FOR A DISTANCE OF 32.93 FEET; THENCE RUN NORTH 36°11'20" WEST FOR A DISTANCE OF 47.67 FEET; THENCE RUN NORTH 57°24'12" WEST FOR A DISTANCE OF 32.59 FEET; THENCE RUN NORTH 70°00'28" WEST FOR A DISTANCE OF 42.57 FEET; THENCE RUN NORTH 85°24'03" WEST FOR A DISTANCE OF 85.89 FEET; THENCE RUN NORTH 85°39'05" WEST FOR A DISTANCE OF 87.95 FEET; THENCE RUN NORTH 89°30'16" WEST FOR A DISTANCE OF 90.15 FEET; THENCE RUN NORTH 88°54'31" WEST FOR A DISTANCE OF 116.59 FEET; THENCE RUN SOUTH 76°46'53" WEST FOR A DISTANCE OF 25.95 FEET; THENCE RUN NORTH 79°44'58" WEST FOR A DISTANCE OF 18.79 FEET; THENCE RUN NORTH 41°02'49" WEST FOR A DISTANCE OF 28.01 FEET; THENCE RUN NORTH 27°25'27" EAST FOR A DISTANCE OF 26.43 FEET TO THE POINT OF BEGINNING

SUBJECT TO A 500 FOOT WIDE SPOILAGE EASEMENT BENEFITING THE U.S. ARMY CORPS OF ENGINEERS INTRACOASTAL WATERWAY RIGHT-OF-WAY.

LESS AND EXCEPT A 200 FOOT WIDE GULF POWER COMPANY RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 262, OFFICIAL RECORDS BOOK 539, PAGE 211, AND OFFICIAL RECORDS BOOK 542, PAGE 447, PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

SAID LANDS LYING IN AND BEING A PORTION OF SECTIONS 14, 21, 22, 23, 24, 25, 26, 27 AND 28, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND CONTAINING AN AREA OF 59,869,291.87 SQUARE FEET OR 1374.410 ACRES, MORE OR LESS.

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT I

MAP OF SERVICE TERRITORY

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT J

MAPS OF PROPOSED LINES AND FACILITIES

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT K

AFFIDAVIT OF NOTICE OF APPLICATION
Late Filed

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT L

AFFIDAVIT OF PUBLICATION OF NOTICE
Late Filed

Application for Original Certificate
Crooked Creek Utility Company

EXHIBIT M

TARIFF

WASTEWATER TARIFF

Crooked Creek Utility Company
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Crooked Creek Utility Company
NAME OF COMPANY

245 Riverside Ave., Suite 500

Jacksonville, FL 32202

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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	6.0
Rules and Regulations	7.0
Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

DESCRIPTION: RIVERCAMPS ON CROOKED CREEK

A TRACT OF LAND BEING LOCATED IN SECTION 14, FRACTIONAL SECTION 21, SECTION 22, SECTION 23, FRACTIONAL SECTION 24, FRACTIONAL SECTION 25, FRACTIONAL SECTION 26, FRACTIONAL SECTION 27 AND FRACTIONAL SECTION 28, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND SITUATED BETWEEN THE EASTERLY MEAN HIGH WATER LINE OF THE U.S. ARMY CORPS OF ENGINEERS INTRACOASTAL WATERWAY, THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY, THE WESTERLY MEAN HIGH WATER LINE OF CROOKED CREEK, AND THE SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE OF COUNTY ROAD NO. 388 (FORMERLY KNOWN AS STATE ROAD NO. 388). SAID LANDS AND MEAN HIGH WATER LINES ESTABLISHED BY SURVEY OF WILSONMILLER, INC., IN THE FALL OF 2002, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER

(Continue to Sheet No. 3.2)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 5560.72 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY MEAN HIGH WATER LINE OF CROOKED CREEK; THENCE MEANDER NORTHERLY ALONG SAID WESTERLY MEAN HIGH WATER LINE OF CROOKED CREEK FOR A DISTANCE OF 28,002.73 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE OF COUNTY ROAD NO. 388 (FORMERLY KNOWN AS STATE ROAD NO. 388 – RIGHT-OF-WAY WIDTH VARIES); THENCE RUN SOUTH 51°29'32" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE, FOR A DISTANCE OF 448.29 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 38°30'28" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 51°29'32" WEST FOR A DISTANCE OF 609.74 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "D" WITH GRID COORDINATES OF NORTHING 479376.3906, EASTING 1553791.6786, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983,

(Continue to Sheet No. 3.3)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

ADJUSTMENT OF 1990; THENCE CONTINUE SOUTH 51°29'32" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE, FOR A DISTANCE OF 6182.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 3869.83 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVING SOUTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39°29'56", FOR AN ARC DISTANCE OF 2667.80 FEET, SAID ARC HAVING A CHORD DISTANCE OF 2615.28 FEET AND BEARING SOUTH 71°14'30" WEST TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY LINE, NORTH 89°00'32" WEST FOR A DISTANCE OF 2881.94 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°33'19" WEST FOR A DISTANCE OF 1269.67 FEET; THENCE RUN SOUTH 89°00'11" EAST FOR A DISTANCE OF 1322.34 FEET TO THE POINT OF BEGINNING.

ALSO AND TOGETHER WITH SEVERAL ISLANDS LYING SOUTH OF THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY AND SEPARATED FROM THE ABOVE DESCRIBED PROPERTY BY A SERIES OF TIDAL MARSHES. SAID ISLANDS DESIGNATED NO. 1 THROUGH NO. 4 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ISLAND NO. 1

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03'04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED

(Continue to Sheet No. 3.4)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN NORTH 87°44'04" WEST FOR A DISTANCE OF 249.65 FEET; THENCE RUN SOUTH 02°15'56" WEST FOR A DISTANCE OF 709.52 FEET; THENCE RUN SOUTH 74°37'29" EAST FOR A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 34°31'00" EAST FOR A DISTANCE OF 25.74 FEET; THENCE RUN SOUTH 22°40'28" WEST FOR A DISTANCE OF 38.62 FEET; THENCE RUN SOUTH 04°33'52" EAST FOR A DISTANCE OF 260.81 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 43°27'48" WEST FOR A DISTANCE OF 62.28 FEET; THENCE RUN SOUTH 80°10'49" WEST FOR A DISTANCE OF 49.43 FEET; THENCE RUN NORTH 76°24'37" WEST FOR A DISTANCE OF 45.98 FEET; THENCE RUN NORTH

(Continue to Sheet No. 3.5)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED

79°39'35" EAST FOR A DISTANCE OF 50.33 FEET; THENCE RUN NORTH 69°33'12" EAST FOR A DISTANCE OF 32.84 FEET; THENCE RUN NORTH 54°08'28" EAST FOR A DISTANCE OF 58.23 FEET; THENCE RUN NORTH 59°51'00" EAST FOR A DISTANCE OF 53.46 FEET TO THE POINT OF BEGINNING.

ISLAND NO. 2

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE

(Continue to Sheet No. 3.6)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.5)

DESCRIPTION OF TERRITORY SERVED

MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN NORTH 87°44'04" WEST FOR A DISTANCE OF 249.65 FEET; THENCE RUN SOUTH 02°15'56" WEST FOR A DISTANCE OF 709.52 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 74°37'29" EAST FOR A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 34°31'00" EAST FOR A DISTANCE OF 25.74 FEET; THENCE RUN SOUTH 22°40'28" WEST FOR A DISTANCE OF 38.62 FEET; THENCE RUN SOUTH 57°24'26" EAST FOR A DISTANCE OF 55.01 FEET; THENCE RUN SOUTH 49°10'16" WEST FOR A DISTANCE OF 54.79 FEET; THENCE RUN SOUTH 26°11'00" WEST FOR A DISTANCE OF 87.66 FEET; THENCE RUN SOUTH 81°25'51" WEST FOR A DISTANCE OF 6.75 FEET; THENCE RUN NORTH 12°55'20" WEST FOR A DISTANCE OF 16.62 FEET; THENCE RUN NORTH 20°03'25" WEST FOR A DISTANCE OF 21.16 FEET; THENCE RUN NORTH 45°11'48" WEST FOR A DISTANCE OF 15.89 FEET; THENCE RUN NORTH 36°28'37" WEST FOR A DISTANCE OF 15.43 FEET; THENCE RUN NORTH 41°01'14" WEST FOR A DISTANCE OF 11.67 FEET; THENCE RUN NORTH 51°13'29" WEST FOR A DISTANCE OF 27.63 FEET; THENCE RUN NORTH 18°13'37" EAST FOR A DISTANCE OF 29.08 FEET; THENCE RUN NORTH 48°38'18" EAST FOR A DISTANCE OF 43.37 FEET; THENCE RUN NORTH 72°22'56" EAST FOR A DISTANCE OF 43.05 FEET; THENCE RUN NORTH 86°41'35" EAST FOR A DISTANCE OF 44.39 FEET; THENCE RUN NORTH 64°34'07" EAST FOR A DISTANCE OF 49.20 FEET; THENCE RUN NORTH 10°44'18" EAST FOR A DISTANCE OF 28.46 FEET TO THE POINT OF BEGINNING.

(Continue to Sheet No. 3.7)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.6)

DESCRIPTION OF TERRITORY SERVED

ISLAND NO. 3

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN

(Continue to Sheet No. 3.8)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.7)

DESCRIPTION OF TERRITORY SERVED

NORTH 87°44'04" WEST FOR A DISTANCE OF 976.33 FEET; THENCE RUN SOUTH 02°15'56" WEST FOR A DISTANCE OF 737.75 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 78°46'58" EAST FOR A DISTANCE OF 57.64 FEET; THENCE RUN SOUTH 24°39'03" EAST FOR A DISTANCE OF 80.74 FEET; THENCE RUN SOUTH 05°39'55" EAST FOR A DISTANCE OF 82.59 FEET; THENCE RUN SOUTH 33°29'51" EAST FOR A DISTANCE OF 91.41 FEET; THENCE RUN SOUTH 22°20'39" EAST FOR A DISTANCE OF 105.73 FEET; THENCE RUN NORTH 82°52'45" EAST FOR A DISTANCE OF 103.44 FEET; THENCE RUN SOUTH 87°02'50" EAST FOR A DISTANCE OF 134.51 FEET; THENCE RUN NORTH 61°57'05" EAST FOR A DISTANCE OF 49.87 FEET; THENCE RUN NORTH 53°13'51" EAST FOR A DISTANCE OF 59.45 FEET; THENCE RUN NORTH 81°22'36" EAST FOR A DISTANCE OF 44.67 FEET; THENCE RUN NORTH 60°11'41" EAST FOR A DISTANCE OF 23.73 FEET; THENCE RUN NORTH 53°23'12" EAST FOR A DISTANCE OF 11.59 FEET; THENCE RUN SOUTH 18°38'49" EAST FOR A DISTANCE OF 29.69 FEET; THENCE RUN SOUTH 69°20'54" WEST FOR A DISTANCE OF 95.80 FEET; THENCE RUN SOUTH 11°18'22" WEST FOR A DISTANCE OF 56.55 FEET; THENCE RUN SOUTH 36°28'51" WEST FOR A DISTANCE OF 36.18 FEET; THENCE RUN SOUTH 61°01'25" WEST FOR A DISTANCE OF 15.97 FEET; THENCE RUN NORTH 75°33'40" WEST FOR A DISTANCE OF 38.72 FEET; THENCE RUN NORTH 35°51'45" WEST FOR A DISTANCE OF 40.06 FEET; THENCE RUN NORTH 85°34'14" WEST FOR A DISTANCE OF 42.23 FEET; THENCE RUN NORTH 89°46'25" WEST FOR A DISTANCE OF 52.79 FEET; THENCE RUN SOUTH 84°08'49" WEST FOR A DISTANCE OF 65.53 FEET; THENCE RUN SOUTH 73°50'15" WEST FOR A DISTANCE OF 70.83 FEET; THENCE RUN NORTH 61°19'04" WEST FOR A DISTANCE OF 21.83 FEET; THENCE RUN NORTH 19°26'53" WEST FOR A DISTANCE OF 26.49 FEET; THENCE RUN NORTH 02°09'40" EAST FOR A DISTANCE OF 66.29 FEET; THENCE RUN NORTH 32°49'22" WEST FOR A DISTANCE OF 45.78 FEET; THENCE RUN NORTH 43°37'44" WEST FOR A DISTANCE OF 72.38 FEET; THENCE RUN NORTH 75°23'46" WEST FOR A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 68°40'37" WEST FOR A DISTANCE OF 43.40 FEET; THENCE RUN NORTH 54°26'38" WEST FOR A DISTANCE OF 43.00 FEET; THENCE RUN NORTH

(Continue to Sheet No. 3.9)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.8)

DESCRIPTION OF TERRITORY SERVED

79°47'59" WEST FOR A DISTANCE OF 39.45 FEET; THENCE RUN SOUTH
86°19'23" WEST FOR A DISTANCE OF 75.25 FEET; THENCE RUN NORTH
83°53'57" WEST FOR A DISTANCE OF 64.18 FEET; THENCE RUN NORTH
71°39'31" WEST FOR A DISTANCE OF 55.67 FEET; THENCE RUN NORTH
70°41'46" WEST FOR A DISTANCE OF 63.15 FEET; THENCE RUN NORTH
89°30'36" WEST FOR A DISTANCE OF 45.11 FEET; THENCE RUN NORTH
80°39'36" WEST FOR A DISTANCE OF 69.49 FEET; THENCE RUN NORTH
76°37'38" WEST FOR A DISTANCE OF 105.41 FEET; THENCE RUN NORTH
70°23'24" WEST FOR A DISTANCE OF 87.95 FEET; THENCE RUN NORTH
31°49'15" WEST FOR A DISTANCE OF 26.40 FEET; THENCE RUN NORTH
56°26'33" WEST FOR A DISTANCE OF 23.90 FEET; THENCE RUN NORTH
79°21'23" WEST FOR A DISTANCE OF 105.04 FEET; THENCE RUN SOUTH
82°05'46" WEST FOR A DISTANCE OF 46.86 FEET; THENCE RUN NORTH
86°44'04" WEST FOR A DISTANCE OF 60.64 FEET; THENCE RUN NORTH
76°57'18" WEST FOR A DISTANCE OF 43.44 FEET; THENCE RUN SOUTH
89°56'53" WEST FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH
57°19'27" WEST FOR A DISTANCE OF 28.20 FEET; THENCE RUN NORTH
83°18'47" WEST FOR A DISTANCE OF 52.05 FEET; THENCE RUN NORTH
56°57'59" WEST FOR A DISTANCE OF 38.04 FEET; THENCE RUN NORTH
35°33'10" WEST FOR A DISTANCE OF 43.06 FEET; THENCE RUN NORTH
37°35'53" WEST FOR A DISTANCE OF 56.31 FEET; THENCE RUN NORTH
44°18'18" WEST FOR A DISTANCE OF 32.42 FEET; THENCE RUN NORTH
26°32'14" WEST FOR A DISTANCE OF 30.10 FEET; THENCE RUN NORTH
66°19'20" EAST FOR A DISTANCE OF 14.18 FEET; THENCE RUN SOUTH
68°01'59" EAST FOR A DISTANCE OF 31.88 FEET; THENCE RUN SOUTH
31°00'01" EAST FOR A DISTANCE OF 36.62 FEET; THENCE RUN SOUTH
69°49'37" EAST FOR A DISTANCE OF 45.80 FEET; THENCE RUN SOUTH
60°03'42" EAST FOR A DISTANCE OF 92.37 FEET; THENCE RUN SOUTH
85°09'11" EAST FOR A DISTANCE OF 73.93 FEET; THENCE RUN SOUTH
78°19'03" EAST FOR A DISTANCE OF 90.79 FEET; THENCE RUN SOUTH
85°08'17" EAST FOR A DISTANCE OF 65.36 FEET; THENCE RUN SOUTH
71°08'15" EAST FOR A DISTANCE OF 123.95 FEET; THENCE RUN SOUTH
73°56'43" EAST FOR A DISTANCE OF 81.10 FEET; THENCE RUN SOUTH
66°35'16" EAST FOR A DISTANCE OF 47.55 FEET; THENCE RUN SOUTH

(Continue to Sheet No. 3.10)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.9)

DESCRIPTION OF TERRITORY SERVED

75°40'20" EAST FOR A DISTANCE OF 53.76 FEET; THENCE RUN SOUTH 87°06'42" EAST FOR A DISTANCE OF 59.98 FEET; THENCE RUN SOUTH 72°48'51" EAST FOR A DISTANCE OF 110.42 FEET; THENCE RUN NORTH 89°31'58" EAST FOR A DISTANCE OF 80.88 FEET; THENCE RUN SOUTH 79°58'56" EAST FOR A DISTANCE OF 86.77 FEET; THENCE RUN NORTH 79°02'47" EAST FOR A DISTANCE OF 59.23 FEET; THENCE RUN NORTH 38°00'43" EAST FOR A DISTANCE OF 53.05 FEET; THENCE RUN NORTH 34°42'06" EAST FOR A DISTANCE OF 59.53 FEET TO THE POINT OF BEGINNING.

ISLAND NO. 4

BEGIN AT A LIGHT WOOD STAKE MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH GRID COORDINATES OF NORTHING 473444.3647, EASTING 1544883.8763, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE RUN SOUTH 00°59'35" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 27, FOR A DISTANCE OF 982.24 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN NORTH 89°03' 04" WEST FOR A DISTANCE OF 1319.81 FEET; THENCE RUN SOUTH 00°50'50" WEST FOR A DISTANCE OF 330.56 FEET; THENCE RUN NORTH 89°04'01" WEST FOR A DISTANCE OF 1292.60 FEET TO A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "A" WITH GRID COORDINATES OF NORTHING 472166.3198, EASTING 1542249.7594, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE NORTH 89°04'01" WEST FOR A DISTANCE OF 469.71 FEET TO THE EASTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID EASTERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 3607.21 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY; THENCE MEANDER EASTERLY ALONG SAID NORTHERLY MEAN HIGH WATER LINE FOR A DISTANCE OF 1759.53 FEET TO A PLACE BEARING SOUTH 84°26'21" EAST FOR A DISTANCE OF 19.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "B" WITH GRID

(Continue to Sheet No. 3.11)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.10)

DESCRIPTION OF TERRITORY SERVED

COORDINATES OF NORTHING 470434.1503, EASTING 1544795.7485, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990; THENCE CONTINUE MEANDERING EASTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF WEST BAY FOR A DISTANCE OF 27,969.80 FEET TO A PLACE BEARING NORTH 65°00'14" EAST FOR A DISTANCE OF 80.53 FEET FROM A POINT HEREIN AND AFTER REFERRED TO AS REFERENCE POINT "C" WITH GRID COORDINATES OF NORTHING 471002.9512, EASTING 1553634.8210, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, BEING A 5/8 INCH IRON ROD AND CAP, (WILSONMILLER, LB 43); THENCE RUN SOUTH 84°26'21" EAST FOR A DISTANCE OF 865.98 FEET; THENCE RUN NORTH 77°49'13" EAST FOR A DISTANCE OF 603.85 FEET; THENCE RUN SOUTH 12°10'47" EAST FOR A DISTANCE OF 205.69 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 80°14'22" EAST FOR A DISTANCE OF 38.04 FEET; THENCE RUN SOUTH 49°25'59" EAST FOR A DISTANCE OF 19.83 FEET; THENCE RUN NORTH 66°44'12" EAST FOR A DISTANCE OF 20.69 FEET; THENCE RUN SOUTH 86°25'40" EAST FOR A DISTANCE OF 29.72 FEET; THENCE RUN NORTH 85°26'20" EAST FOR A DISTANCE OF 43.77 FEET; THENCE RUN SOUTH 80°13'05" EAST FOR A DISTANCE OF 61.80 FEET; THENCE RUN SOUTH 58°32'27" EAST FOR A DISTANCE OF 27.18 FEET; THENCE RUN NORTH 88°37'55" EAST FOR A DISTANCE OF 64.83 FEET; THENCE RUN NORTH 87°55'27" EAST FOR A DISTANCE OF 42.95 FEET; THENCE RUN SOUTH 71°56'14" EAST FOR A DISTANCE OF 22.24 FEET; THENCE RUN SOUTH 80°52'51" EAST FOR A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 81°25'41" EAST FOR A DISTANCE OF 43.85 FEET; THENCE RUN SOUTH 37°41'31" EAST FOR A DISTANCE OF 25.92 FEET; THENCE RUN SOUTH 61°57'59" EAST FOR A DISTANCE OF 66.13 FEET; THENCE RUN SOUTH 54°46'22" EAST FOR A DISTANCE OF 51.91 FEET; THENCE RUN SOUTH 64°04'22" EAST FOR A DISTANCE OF 55.13 FEET; THENCE RUN SOUTH 73°39'19" EAST FOR A DISTANCE OF 114.12 FEET; THENCE RUN SOUTH 80°05'52" EAST FOR A DISTANCE OF 91.78 FEET; THENCE RUN SOUTH 76°54'54" EAST FOR A DISTANCE OF 71.22 FEET; THENCE RUN SOUTH 80°08'12" EAST FOR A DISTANCE OF 47.57 FEET; THENCE RUN SOUTH

(Continue to Sheet No. 3.12)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.11)

DESCRIPTION OF TERRITORY SERVED

75°02'57" EAST FOR A DISTANCE OF 47.54 FEET; THENCE RUN NORTH
51°22'15" EAST FOR A DISTANCE OF 37.26 FEET; THENCE RUN SOUTH
69°05'14" EAST FOR A DISTANCE OF 51.97 FEET; THENCE RUN NORTH
60°45'19" EAST FOR A DISTANCE OF 27.47 FEET; THENCE RUN NORTH
76°34'42" WEST FOR A DISTANCE OF 55.76 FEET; THENCE RUN SOUTH
82°31'43" EAST FOR A DISTANCE OF 57.06 FEET; THENCE RUN NORTH
69°16'26" EAST FOR A DISTANCE OF 67.83 FEET; THENCE RUN SOUTH
86°55'59" EAST FOR A DISTANCE OF 97.47 FEET; THENCE RUN NORTH
79°28'00" EAST FOR A DISTANCE OF 123.18 FEET; THENCE RUN NORTH
81°52'35" EAST FOR A DISTANCE OF 89.82 FEET; THENCE RUN NORTH
80°41'31" EAST FOR A DISTANCE OF 105.13 FEET; THENCE RUN NORTH
69°49'00" EAST FOR A DISTANCE OF 88.90 FEET; THENCE RUN SOUTH
87°35'15" EAST FOR A DISTANCE OF 73.13 FEET; THENCE RUN NORTH
78°25'57" EAST FOR A DISTANCE OF 126.91 FEET; THENCE RUN NORTH
46°23'49" EAST FOR A DISTANCE OF 53.85 FEET; THENCE RUN NORTH
53°37'35" EAST FOR A DISTANCE OF 42.56 FEET; THENCE RUN NORTH
60°08'41" EAST FOR A DISTANCE OF 42.50 FEET; THENCE RUN NORTH
77°08'10" EAST FOR A DISTANCE OF 148.51 FEET; THENCE RUN NORTH
80°09'03" EAST FOR A DISTANCE OF 119.86 FEET; THENCE RUN NORTH
78°31'08" EAST FOR A DISTANCE OF 77.94 FEET; THENCE RUN NORTH
84°04'28" EAST FOR A DISTANCE OF 151.30 FEET; THENCE RUN NORTH
87°35'38" EAST FOR A DISTANCE OF 97.45 FEET; THENCE RUN NORTH
80°19'35" WEST FOR A DISTANCE OF 108.78 FEET; THENCE RUN NORTH
78°31'40" EAST FOR A DISTANCE OF 100.43 FEET; THENCE RUN NORTH
85°00'13" EAST FOR A DISTANCE OF 75.70 FEET; THENCE RUN NORTH
78°21'58" EAST FOR A DISTANCE OF 78.90 FEET; THENCE RUN SOUTH
66°31'34" EAST FOR A DISTANCE OF 24.73 FEET; THENCE RUN NORTH
71°54'49" EAST FOR A DISTANCE OF 22.72 FEET; THENCE RUN SOUTH
60°16'41" EAST FOR A DISTANCE OF 17.97 FEET; THENCE RUN SOUTH
05°55'50" WEST FOR A DISTANCE OF 14.44 FEET; THENCE RUN SOUTH
43°54'58" WEST FOR A DISTANCE OF 20.66 FEET; THENCE RUN SOUTH
80°30'16" WEST FOR A DISTANCE OF 38.88 FEET; THENCE RUN SOUTH
82°28'59" WEST FOR A DISTANCE OF 86.94 FEET; THENCE RUN NORTH
82°30'17" WEST FOR A DISTANCE OF 37.23 FEET; THENCE RUN SOUTH

(Continue to Sheet No. 3.13)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.12)

DESCRIPTION OF TERRITORY SERVED

79°24'19" WEST FOR A DISTANCE OF 38.34 FEET; THENCE RUN SOUTH
80°30'46" WEST FOR A DISTANCE OF 57.19 FEET; THENCE RUN SOUTH
68°22'05" WEST FOR A DISTANCE OF 58.81 FEET; THENCE RUN SOUTH
78°18'28" WEST FOR A DISTANCE OF 55.11 FEET; THENCE RUN SOUTH
88°12'23" WEST FOR A DISTANCE OF 29.42 FEET; THENCE RUN NORTH
74°40'47" WEST FOR A DISTANCE OF 43.86 FEET; THENCE RUN SOUTH
70°31'50" WEST FOR A DISTANCE OF 32.87 FEET; THENCE RUN SOUTH
74°42'59" WEST FOR A DISTANCE OF 18.70 FEET; THENCE RUN NORTH
77°31'36" WEST FOR A DISTANCE OF 36.32 FEET; THENCE RUN SOUTH
85°39'21" WEST FOR A DISTANCE OF 49.32 FEET; THENCE RUN SOUTH
81°12'57" WEST FOR A DISTANCE OF 60.23 FEET; THENCE RUN SOUTH
74°12'46" WEST FOR A DISTANCE OF 51.75 FEET; THENCE RUN SOUTH
87°07'09" WEST FOR A DISTANCE OF 14.80 FEET; THENCE RUN SOUTH
77°19'21" WEST FOR A DISTANCE OF 70.40 FEET; THENCE RUN SOUTH
70°18'14" WEST FOR A DISTANCE OF 44.54 FEET; THENCE RUN SOUTH
84°05'35" WEST FOR A DISTANCE OF 84.68 FEET; THENCE RUN SOUTH
75°35'14" WEST FOR A DISTANCE OF 67.74 FEET; THENCE RUN SOUTH
63°35'34" WEST FOR A DISTANCE OF 43.80 FEET; THENCE RUN SOUTH
68°54'12" WEST FOR A DISTANCE OF 48.85 FEET; THENCE RUN SOUTH
38°10'05" WEST FOR A DISTANCE OF 42.33 FEET; THENCE RUN SOUTH
60°49'03" WEST FOR A DISTANCE OF 49.33 FEET; THENCE RUN SOUTH
76°00'41" WEST FOR A DISTANCE OF 68.14 FEET; THENCE RUN SOUTH
84°13'10" WEST FOR A DISTANCE OF 44.45 FEET; THENCE RUN SOUTH
83°39'09" WEST FOR A DISTANCE OF 52.09 FEET; THENCE RUN SOUTH
78°34'00" WEST FOR A DISTANCE OF 37.33 FEET; THENCE RUN SOUTH
80°36'16" WEST FOR A DISTANCE OF 40.14 FEET; THENCE RUN SOUTH
73°18'30" WEST FOR A DISTANCE OF 64.68 FEET; THENCE RUN NORTH
89°57'22" WEST FOR A DISTANCE OF 39.27 FEET; THENCE RUN SOUTH
72°53'59" WEST FOR A DISTANCE OF 63.28 FEET; THENCE RUN NORTH
84°54'16" WEST FOR A DISTANCE OF 13.81 FEET; THENCE RUN SOUTH
85°33'28" WEST FOR A DISTANCE OF 41.67 FEET; THENCE RUN SOUTH
86°48'16" WEST FOR A DISTANCE OF 48.97 FEET; THENCE RUN SOUTH
65°18'19" WEST FOR A DISTANCE OF 33.93 FEET; THENCE RUN SOUTH

(Continue to Sheet No. 3.14)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.13)

DESCRIPTION OF TERRITORY SERVED

79°19'20" WEST FOR A DISTANCE OF 24.84 FEET; THENCE RUN SOUTH
67°56'17" WEST FOR A DISTANCE OF 18.23 FEET; THENCE RUN NORTH
87°29'19" WEST FOR A DISTANCE OF 12.83 FEET; THENCE RUN NORTH
74°57'18" WEST FOR A DISTANCE OF 18.94 FEET; THENCE RUN SOUTH
85°38'48" WEST FOR A DISTANCE OF 69.96 FEET; THENCE RUN SOUTH
58°05'46" WEST FOR A DISTANCE OF 29.87 FEET; THENCE RUN NORTH
88°49'36" WEST FOR A DISTANCE OF 45.09 FEET; THENCE RUN SOUTH
56°09'50" WEST FOR A DISTANCE OF 18.20 FEET; THENCE RUN NORTH
86°44'00" WEST FOR A DISTANCE OF 16.62 FEET; THENCE RUN SOUTH
88°48'17" WEST FOR A DISTANCE OF 43.53 FEET; THENCE RUN SOUTH
63°43'28" WEST FOR A DISTANCE OF 19.03 FEET; THENCE RUN NORTH
85°18'09" WEST FOR A DISTANCE OF 38.77 FEET; THENCE RUN SOUTH
67°59'24" WEST FOR A DISTANCE OF 25.99 FEET; THENCE RUN SOUTH
80°55'45" WEST FOR A DISTANCE OF 42.27 FEET; THENCE RUN NORTH
64°32'41" WEST FOR A DISTANCE OF 17.53 FEET; THENCE RUN NORTH
74°35'26" WEST FOR A DISTANCE OF 39.73 FEET; THENCE RUN NORTH
54°58'46" WEST FOR A DISTANCE OF 27.28 FEET; THENCE RUN NORTH
59°42'16" WEST FOR A DISTANCE OF 42.58 FEET; THENCE RUN NORTH
83°32'07" WEST FOR A DISTANCE OF 64.83 FEET; THENCE RUN NORTH
84°36'21" WEST FOR A DISTANCE OF 62.99 FEET; THENCE RUN NORTH
89°17'20" WEST FOR A DISTANCE OF 47.80 FEET; THENCE RUN NORTH
86°48'25" WEST FOR A DISTANCE OF 69.89 FEET; THENCE RUN NORTH
74°15'02" WEST FOR A DISTANCE OF 20.33 FEET; THENCE RUN NORTH
18°38'24" WEST FOR A DISTANCE OF 32.02 FEET; THENCE RUN NORTH
56°50'30" WEST FOR A DISTANCE OF 27.28 FEET; THENCE RUN NORTH
78°19'48" WEST FOR A DISTANCE OF 41.77 FEET; THENCE RUN NORTH
64°33'24" WEST FOR A DISTANCE OF 31.31 FEET; THENCE RUN NORTH
38°54'01" WEST FOR A DISTANCE OF 32.93 FEET; THENCE RUN NORTH
36°11'20" WEST FOR A DISTANCE OF 47.67 FEET; THENCE RUN NORTH
57°24'12" WEST FOR A DISTANCE OF 32.59 FEET; THENCE RUN
NORTH 70°00'28" WEST FOR A DISTANCE OF 42.57 FEET; THENCE RUN
NORTH 85°24'03" WEST FOR A DISTANCE OF 85.89 FEET; THENCE RUN
NORTH 85°39'05" WEST FOR A DISTANCE OF 87.95 FEET; THENCE RUN

(Continue to Sheet No. 3.15)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

(Continued from Sheet No. 3.14)

DESCRIPTION OF TERRITORY SERVED

NORTH 89°30'16" WEST FOR A DISTANCE OF 90.15 FEET; THENCE RUN NORTH 88°54'31" WEST FOR A DISTANCE OF 116.59 FEET; THENCE RUN SOUTH 76°46'53" WEST FOR A DISTANCE OF 25.95 FEET; THENCE RUN NORTH 79°44'58" WEST FOR A DISTANCE OF 18.79 FEET; THENCE RUN NORTH 41°02'49" WEST FOR A DISTANCE OF 28.01 FEET; THENCE RUN NORTH 27°25'27" EAST FOR A DISTANCE OF 26.43 FEET TO THE POINT OF BEGINNING

SUBJECT TO A 500 FOOT WIDE SPOILAGE EASEMENT BENEFITING THE U.S. ARMY CORPS OF ENGINEERS INTRACOASTAL WATERWAY RIGHT-OF-WAY.

LESS AND EXCEPT A 200 FOOT WIDE GULF POWER COMPANY RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 262, OFFICIAL RECORDS BOOK 539, PAGE 211, AND OFFICIAL RECORDS BOOK 542, PAGE 447, PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

SAID LANDS LYING IN AND BEING A PORTION OF SECTIONS 14, 21, 22, 23, 24, 25, 26, 27 AND 28, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND CONTAINING AN AREA OF 59,869,291.87 SQUARE FEET OR 1374.410 ACRES, MORE OR LESS.

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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>
Bay	River Camps at Crooked Creek	All	

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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 Crooked Creek 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)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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.

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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)

Kevin G. Fox
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Crooked Creek 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

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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.

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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

Kevin G. Fox
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Crooked Creek 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

<u>RATE</u> - Per Month		
Base Facility Charge 5/8" x 3/4"	\$	22.11
3/4"		33.17
1"		55.28
1- 1/2"		110.55
2"		176.88
3"		353.76
4"		552.75
6"		1,105.50
8"		1,768.80
Per 1,000 gallons water used	\$	2.66

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 -

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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	\$	22.11
Per 1,000 gallons water used (Capped at 8,000 gallons)	\$	2.66

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 -

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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 -

Kevin G. Fox
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Crooked Creek 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 -

Kevin G. Fox
ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Crooked Creek 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	\$ ¹	
<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>	\$ ¹	
<u>Main Extension Reimbursement Charge</u>		
Residential and Others - per ERC (__)GPD	\$ 665.00	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (350 GPD)	\$ 800.00	
All others-per gallon	\$ 2.2857	
<u>On-Site Component Charge</u>		
Residential and Others -per ERC (__)GPD	\$ 3,500.00	
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING -

Kevin G. Fox
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Crooked Creek 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

Kevin G. Fox
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Late Filed

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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

Kevin G. Fox
ISSUING OFFICER
President
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Late Filed

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek Utility Company

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<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	

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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 \$ 800.00. The charge for other than single family residences is \$2.2857 per gallon per day capacity required. The minimum charge is \$ 800.00.

4.0 MAIN EXTENSION REIMBURSEMENT CHARGE

A Main Extension 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 \$665.00.

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 \$665.00 for each new single family residence connection or Other ERC 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)

Kevin G. Fox
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Crooked Creek 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.

Kevin G. Fox
ISSUING OFFICER
President
TITLE