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ORIGINAL

The Law Firm of
MAXWELL & MAXWELL, P.A.

405 NW THIRD STREET
OKEECHOBEE, FLORIDA 34972

DEVIN R. MAXWELL
ELIZABETH A. MAXWELL

TELEPHONE: 863-763-1119
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August 14, 2004

Florida Public Service Commission
Attn: Records and Recording
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED FPSC
AUG 18 AM 9:01
COMMISSION
CLERK

Re: Application for Grandfather Certificate; Blue Heron Golf & Country Club

Dear Sir or Madam:

Please find attached original application with five copies and water tariff with two copies pursuant to your instructions. This application will not be postmarked on August 13 as you requested due to disruptions caused by hurricane Charley.

We have attempted to procure a systems map and a more detailed territory description but it was not available at the time of filing. These items will be provided to the Commission as soon as they can be obtained.

SINCERELY,

DEVIN R. MAXWELL

cc: Don McBrayer, Blue Heron

Original Tariff forwarded to ECR.

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

Initials of person who forwarded check:

04 AUG 18 AM 8:27
DISTRIBUTION CENTER

DOCUMENT NUMBER - DATE

08997 AUG 18 04

FPSC-COMMISSION CLERK

APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

To: Director, Division of the Commission Clerk & Administrative Services
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 plant utility in Okeechobee 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:

BLUE HERON GOLF AND COUNTRY CLUB
Name of utility

(863) 467-4677 (863) 467-4856
Phone No. Fax No.

1925 SE 9TH AVENUE
Office street address

OKEECHOBEE FL 34974
City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

DONALD E. MCBRAYER (863) 357-2291
Name Phone No.

601 SE 8TH STREET
Street address

OKEECHOBEE FL 34974
City State Zip Code

DOCUMENT NUMBER: 08997
AUG 18 1997
FPSC-COMMISSION CLERK

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

Partnership

D) If the applicant is a corporation, list names, titles and addresses of corporate officers and directors.
(Use additional sheet if necessary). N/A

E) 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.)

MARTY STEVENS, 8030 U.S. 60 E, MOREHEAD, KY 40351

PART II SYSTEM INFORMATION

A) **WATER**

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

(2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

SINGLE FAMILY AND GOLF COURSE/CLUB HOUSE AND SHOWER HOUSE

(3) Exhibit B - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N/A

(5) Indicate when the water utility system was established. Approximately 1991

(6) Exhibit C - Evidence that the utility owns the land where the water treatment facilities are located. Or, 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.

B) **WASTEWATER**

(1) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

HOMES ALL HAVE INDIVIDUAL SEPTIC SYSTEMS

- (2) N/A - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:
- N/A
- (4) Indicate when the wastewater utility system was established. N/A
- (5) N/A - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, 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.

PART III RATES AND TARIFFS

- A) Exhibit D - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit E - 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 IV TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit F - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit G - 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 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 H - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. **Any requested territory not served at the time of application shall be specifically identified.** Map(s) shall 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 V **FILING FEE**

Indicate the filing fee enclosed with the application:

 \$ 200.00 (for water) and/or \$ 0.00 (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 100 ERC's, the filing fee shall be **\$100.**
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be **\$200.**
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be **\$500.**
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be **\$1,000.**

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

PART VI AFFIDAVIT

I Donald E. McBrayer (applicant) 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: Donald E. McBrayer
Applicant's Signature

DONALD E. MCBRAYER
Applicant's Name (Typed)

Applicant's Title *

Subscribed and sworn to before me this 23 day in the month of JULY in the year of 2004 by DONALD E. MCBRAYER who is personally known to me or produced identification

Type of Identification Produced



Devin Maxwell
Notary Public's Signature

Print, Type or Stamp Commissioned Name of Notary Public

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

EXHIBIT A

The water service will include providing potable water for residential use.

EXHIBIT B

Currently eighty customers are being served. When the requested service territory is fully developed, it is anticipated that approximately two hundred customers will be served.

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Prepared by and return to:
The Law Office of Devin R. Maxwell
202 NW 5th Avenue, Ste 1
Okeechobee, Florida 34972
(863)763-1119

3,220.00
Class C Intangible Tax paid in the amount
of \$ 3,220.00
Sharon Robertson, Clerk of Circuit Court
Okeechobee County, Florida
By: Richard M. Duda, D.C.
Date: 8-13-2003

Parcel Identification Nos:
2-22-37-35-0A00-00001-A000
2-22-37-35-0A00-00041-A000

Space Above This Line for Recording

WARRANTY DEED
(Statutory Form - Section 689.02, F.S.)

THIS INDENTURE, made this 7th day of August, 2003, Between

AMRESKO INDEPENDENCE FUNDING, INC, of 700 North Pearl Street, Suite 1850, Dallas, Texas of the County of Dallas, State of Texas, Grantor, and

DONALD E. MCBRAYEY of 601 SE 8th Street, Okeechobee, Florida of the County of Okeechobee, State of Florida, 1/2 interest, and MARTY and LOIS STEVENS, of 8030 US 60 East, Morehead, Kentucky, 1/2 interest, Grantees

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

SEE ATTACHED EXHIBIT "A"

SUBJECT to restrictions, reservations and easements of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

Alun Pedesela
Witness Name Alun Pedesela

AMRESKO INDEPENDENCE FUNDING, INC

By: Jonathan S. Pettee
Jonathan S. Pettee
Executive Vice President

Doreen Vick
Witness Name Doreen Vick

(Corporate Seal)

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 5th day of August, 2003, by Jonathan S. Pettee, Executive Vice President of AMRESKO Independence Funding, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 2003.

Printed Name
Notary Public, State of Texas
My commission expires:

Sandra C. Durazo
SANDRA C. DURAZO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/30/2003

TRADEWINDS PROFESSIONAL SERVICES, INC.**Surveyors & Mappers**

Located at: 113 N.W. 11th Avenue Okeechobee, Florida 34972

Phone Number: (863) 763-2887

Mailing address: P.O. Box 1385 Okeechobee, Florida 34973

Fax Number: (863) 763-4342

Legal Description of Blue Heron Golf & Country Club Golf Course Parcel

A parcel of land lying in and being a portion of Sections 22 and 27, Township 37 South, Range 35 East, Okeechobee County, Florida; said parcel being more particularly described as follows: Commencing at the Northeast corner of said Section 27, thence South $01^{\circ}25'40''$ West along the Easterly line of said Section 27 a distance of 2194.75 feet to the Northeasterly corner of the plat of Blue Heron Golf & Country Club Phase 1 as recorded in Plat Book 6 Pages 50 & 51 of the public records of Okeechobee County, Florida; thence North $88^{\circ}34'20''$ West along the Northerly line of said Phase 1 a distance of 95.00 feet; thence North $01^{\circ}25'40''$ East along a Easterly line of said Phase 1, a distance of 32.50 feet; thence North $55^{\circ}18'15''$ West along a Northerly line of said Phase 1, a distance of 184.42 feet to a point on a curve concave to the Northwest, said curve having a radius of 50.00 feet, a line radial to said curve through said point on curve bears North $55^{\circ}18'15''$ West, said point being the POINT OF BEGINNING of the parcel herein described; thence Northwest along the arc of said curve through a central angle of $33^{\circ}16'05''$, a distance of 29.03 feet; thence North $76^{\circ}30'20''$ East, a distance of 151.10 feet to a point on the West line of the East 95.00 feet of said Section 27; thence North $01^{\circ}25'40''$ East parallel with the East line of said Section 27, a distance of 255.75 feet; thence North $69^{\circ}40'04''$ West, a distance of 154.32 feet to a point on the West line of the East 241.00 feet of said Section 27; thence North $01^{\circ}25'40''$ East parallel to the Easterly line of said Section 27, a distance of 1397.00 feet; thence South $88^{\circ}34'20''$ East, a distance of 146.00 feet to a point on the West line of the East 95.00 feet of said Section 27; thence North $01^{\circ}25'40''$ East parallel with the East line of said Section 27, a distance of 50.00 feet to a point on the South line of the North 241.00 feet of said Section 27; thence North $89^{\circ}10'06''$ West parallel with the North line of said Section 27, a distance of 1055.00 feet to the point of curvature of a curve to the left and concave to the Southeast, said curve having a radius of 50 feet; thence run Westerly and Southerly along the arc of said curve through a central angle of $90^{\circ}10'31''$, an arc distance of 78.69 feet; thence South $00^{\circ}39'23''$ West, a distance of 56.01 feet; thence South $23^{\circ}07'02''$ East, a distance of 471.05 feet; thence South $01^{\circ}25'42''$ West, a distance of 427.78 feet to the point of curvature of a curve to the right and concave to the North, said curve having a radius of having 310.00 feet; thence running Southerly, Westerly and Northerly along the arc of said curve through a central angle of $160^{\circ}33'22''$, an arc distance of 868.69 feet; thence North $18^{\circ}00'56''$ West, a distance of 414.29 feet; thence South $66^{\circ}52'58''$ West, a distance of 87.72 feet; thence North $50^{\circ}26'13''$ West, a distance of 171.26 feet to the point of curvature of a curve to the right and concave to the East, said curve having a radius of 150.00 feet; thence run Northerly and Easterly along the arc of said curve through a central angle of $117^{\circ}19'11''$, an arc distance of 307.14 feet; thence North $66^{\circ}52'58''$ East, a distance of 562.65 feet to a point on a curve concave to the East, said curve having a radius of 235.00 feet, a line radial to said curve through said point on curve bears North $86^{\circ}44'20''$ East; thence run Northerly along the arc of said curve through a central angle of $03^{\circ}55'03''$, an arc distance of 16.07 feet; thence North $00^{\circ}39'23''$ East parallel with the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 22, a distance of 48.10 feet; thence North $89^{\circ}20'37''$ West, a distance of 146.00 feet; thence North $00^{\circ}39'23''$ East, along the Southerly extension (into said Section 27) of, and along, the West line of the East 241.00 feet of the

West ½ of the East ½ of said Section 22, a distance of 1563.05 feet to the point of curvature of a curve to the left and concave to the Southwest, said curve having a radius of 50.00 feet; thence running Northerly and Westerly along the arc of said curve through a central angle of 89°50'22", an arc distance of 78.40 feet; thence North 89°10'59" West, a distance of 307.57 feet; thence South 00°25'16" West, a distance of 391.71 feet to the point of curvature of a curve to the right and concave to the West, said curve having a radius of 170.00 feet; thence run Southerly along the arc of said curve through a central angle of 13°40'54", an arc distance of 40.59 feet; thence leaving said curve on a non-tangent line run South 32°04'19" East, a distance of 112.14 feet; thence South 00°25'16" West, a distance of 104.82 feet to the point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 75.00 feet; thence run Southerly and Westerly along the arc of said curve through a central angle of 90°24'48", an arc distance of 118.35 feet; thence North 89°09'56" West, a distance of 94.46 feet to the Northeast corner of the plat entitled Blue Heron Golf & Country Club Phase 4A as recorded in Plat Book 6 Pages 68 & 69 of the public records Okeechobee County, Florida; the next six courses run along the boundary of said plat of Blue Heron Golf & Country Club Phase 4A, thence South 11°29'12" East, a distance of 277.36 feet to a point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 75.00 feet; thence Northwesterly along the arc of said curve through a central angle of 102°19'16", an arc distance of 133.94 feet; thence North 89°09'56" West, a distance of 186.85 feet; thence South 14°19'14" West, a distance of 277.03 feet to a point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 75.00 feet; thence Northwesterly along the arc of said curve through a central angle of 105°09'18", an arc distance of 137.65 feet; thence North 89°09'56" West, a distance of 701.98 feet to the East right-of-way line of NE 9th Avenue; the next five calls run along the Easterly and then Northerly right-of-way line of NE 9th Avenue thence South 00°11'29" West along said right-of-way line, a distance of 363.43 feet; thence continue South 00°11'29" West along said right-of-way line, a distance of 201.88 feet to a point of curvature of a curve to the left and concave to the Northeast, said curve having a radius of 215.00 feet ; thence Southeasterly along the arc of said curve through a central angle of 62°16'18" and along said right-of-way line, an arc distance of 233.67 feet; thence South 62°04'49" East and along said right-of-way line, a distance of 501.30 feet to a point of curvature of a curve to the right and concave to the Southwest, said curve having a radius of 435.00 feet; thence Southeasterly along the arc of said curve through a central angle of 06°58'40" and along said right-of-way line, an arc distance of 52.98 feet to the Southwest corner of Lot 36 of the said plat of Blue Heron Golf & Country Club Phase 1; thence North 71°11'55" East, a distance of 170.23 feet to the Northwesterly corner of said Lot 36, said point being a point of curvature of a non tangent curve to the right, concave to the Southwest, of which the radius point lies South 44°53'12" West, a radial distance of 581.00 feet; thence Southerly along the arc of said curve and along a Northerly line of said plat of Blue Heron Golf & Country Club Phase 1, through a central angle of 51°13'47", a distance of 519.49 feet, to the Northwesterly corner of Lot 116 of the plat entitled Blue Heron Golf & Country Club Phase 2 as recorded in Plat Book 6 Pages 59 & 60 of the public records of Okeechobee County, Florida; the following calls run along the boundary of said plat of Blue Heron Golf & Country Club Phase 2 until noted otherwise, thence South 65°57'50" East, a distance of 581.33 feet to a point of curvature of a curve to the left and concave to the North, said curve having a radius of 194.00 feet; thence Easterly along the arc of said curve through a central angle of 24°10'43", an arc distance of 81.87 feet; thence North 89°51'27" East, a distance of 254.66 feet to a point of curvature of a curve to the left and concave to the North, said curve having a radius of 169.00 feet; thence Easterly along the arc of said curve through a central angle of 37°00'27", an arc distance of 109.16 feet; thence North 52°51'00" East, a distance of 255.65 feet; thence North 01°25'40" East, a distance of 836.58 feet to a point of curvature of a curve to the right and concave to the Southeast, said curve having a radius of 75.00 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00", an arc distance of 117.81 feet; thence South 88°34'20" East, a distance of 212.00 feet to a point of curvature of a curve to the right and concave to the

Southwest, said curve having a radius of 75.00 feet; thence Southeasterly along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence South $01^{\circ}25'40''$ West, a distance of 851.51 feet to a point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 331.00 feet; thence Southwesterly along the arc of said curve through a central angle of $51^{\circ}25'20''$, an arc distance of 297.07 feet; thence South $52^{\circ}51'00''$ West, a distance of 270.58 feet to a point of curvature of a curve to the right and concave to the North, said curve having a radius of 531.00 feet; thence westerly along the arc of said curve through a central angle of $37^{\circ}00'27''$, an arc distance of 342.97 feet; thence South $89^{\circ}51'27''$ West, a distance of 254.66 feet to a point of curvature of a curve to the right and concave to the North, said curve having a radius of 556.00 feet; thence westerly along the arc of said curve through a central angle of $24^{\circ}10'43''$, an arc distance of 234.63 feet; thence North $65^{\circ}57'50''$ West, a distance of 518.14 feet to a point of curvature of a curve to the left and concave to the Southeast, said curve having a radius of 35.00 feet; thence Westerly along the arc of said curve through a central angle of $17^{\circ}11'32''$, an arc distance of 10.50 feet to the Southeast corner of Lot 67 of the said plat of Blue Heron Golf & Country Club Phase 1; the following calls run along the boundary of said plat of Blue Heron Golf & Country Club Phase 1 until noted otherwise, thence continue Westerly and Southerly along the arc of said 35.00 feet radius curve through a central angle of $72^{\circ}48'31''$, an arc distance of 44.48 feet; thence South $24^{\circ}02'07''$ West, a distance of 57.01 feet to a point of curvature of a curve to the left and concave to the Northeast, said curve having a radius of 19.00 feet; thence Southerly along the arc of said curve through a central angle of $73^{\circ}24'06''$, an arc distance of 24.34 feet; thence South $49^{\circ}21'59''$ East, a distance of 600.23 feet to a point of curvature of a curve to the left and concave to the North, said curve having a radius of 419.00 feet; thence Easterly along the arc of said curve through a central angle of $57^{\circ}39'25''$, an arc distance of 421.64 feet; thence North $72^{\circ}58'36''$ East, a distance of 477.91 feet; thence North $52^{\circ}50'20''$ East, a distance of 247.55 feet to a point of curvature of a curve to the right and concave to the South, said curve having a radius of 316.00 feet; thence Easterly along the arc of said curve through a central angle of $38^{\circ}37'17''$, an arc distance of 213.01 feet; thence South $88^{\circ}32'23''$ East, a distance of 120.00 feet to a point of curvature of a curve to the left and concave to the Northeast, said curve having a radius of 50.00 feet; thence Northeasterly along the arc of said curve through a central angle of $56^{\circ}45'52''$, an arc distance of 49.54 feet to the POINT OF BEGINNING.

Containing 71.35 acres, more or less by calculation of this description.

Description prepared by Kenneth A. Breaux Jr., FI. PSM No. 4820, June 24, 2003.

EXHIBIT D

The current rates and charges were in effect when the facility was acquired in August, 2003, and were adjusted by the owner on March 1, 2004.

WATER TARIFF

BLUE HERON GOLF & COUNTRY CLUB

1925 SE 9TH AVENUE

OKEECHOBEE, FL 34974

863-467-4677

(Business Number)

(772) 465-5437

Wayne Dampire- Emergency Service

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

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ISSUING OFFICER

TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED
(See Exhibits F and G)

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Blue Heron Golf & Country Club.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

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(Continued to Sheet No. 6.1)

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

(Continued from Sheet No. 6.0)

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Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

(Continued from Sheet No. 9.0)

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

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE - See sample water bill.
Up to 3000 gallons: \$31.18
Over 3000 gallons: \$0.00408 per gallon

MINIMUM CHARGE - \$25.00

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

EFFECTIVE DATE - March 1, 2004

TYPE OF FILING -

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	75.00	_____

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB
WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Refer to Service Availability Policy Amount</u>	<u>Sheet No./Rule No.</u>
<u>Customer Connection (Tap-in) Charge and Meter Installation Fee</u> 5/8" x 3/4" metered service	\$1400	

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE AND METER INSTALLATION	19.0
COPY OF CUSTOMER'S BILL	20.0

ISSUING OFFICER

TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested: Water ____ Meter Installation _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, 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

ISSUING OFFICER

TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

COPY OF CUSTOMER'S BILL

ISSUING OFFICER

TITLE

BLUE HERON GOLF C.C.
WATER BILLS

Don McBrayer
Blue Heron Golf & C.C.
1925 S.E. 9th Avenue
Okeechobee FL 34974
(863) 467-4677

Bill To:

Read Date:

Aug-04

Jerry Gollither
1145 SE 23rd St
OKEECHOBEE FL 34974

Service Address:

DESCRIPTION	CURRENT READ	PREVIOUS READ	QUANTITY	RATE	AMOUNT
Monthly water usage	164420	159356	5064		
First 3000 gallons charge			3000	\$0.00306	\$9.18
Over 3000 gallons charge			2064	\$0.00408	\$8.42
Monthly Base Rate					\$22.00
Current Billing					\$39.60
Previous balance					
Balance Due					\$39.60
BILL DUE UPON RECEIPT					

\$10 LATE FEE AFTER THE 28th OF MONTH

Please return bottom portion with payment

In case of an emergency, please call: Wayne Dampire

(772) 465-5437

Jerry Gollither
1145 SE 23rd St
OKEECHOBEE FL 34974

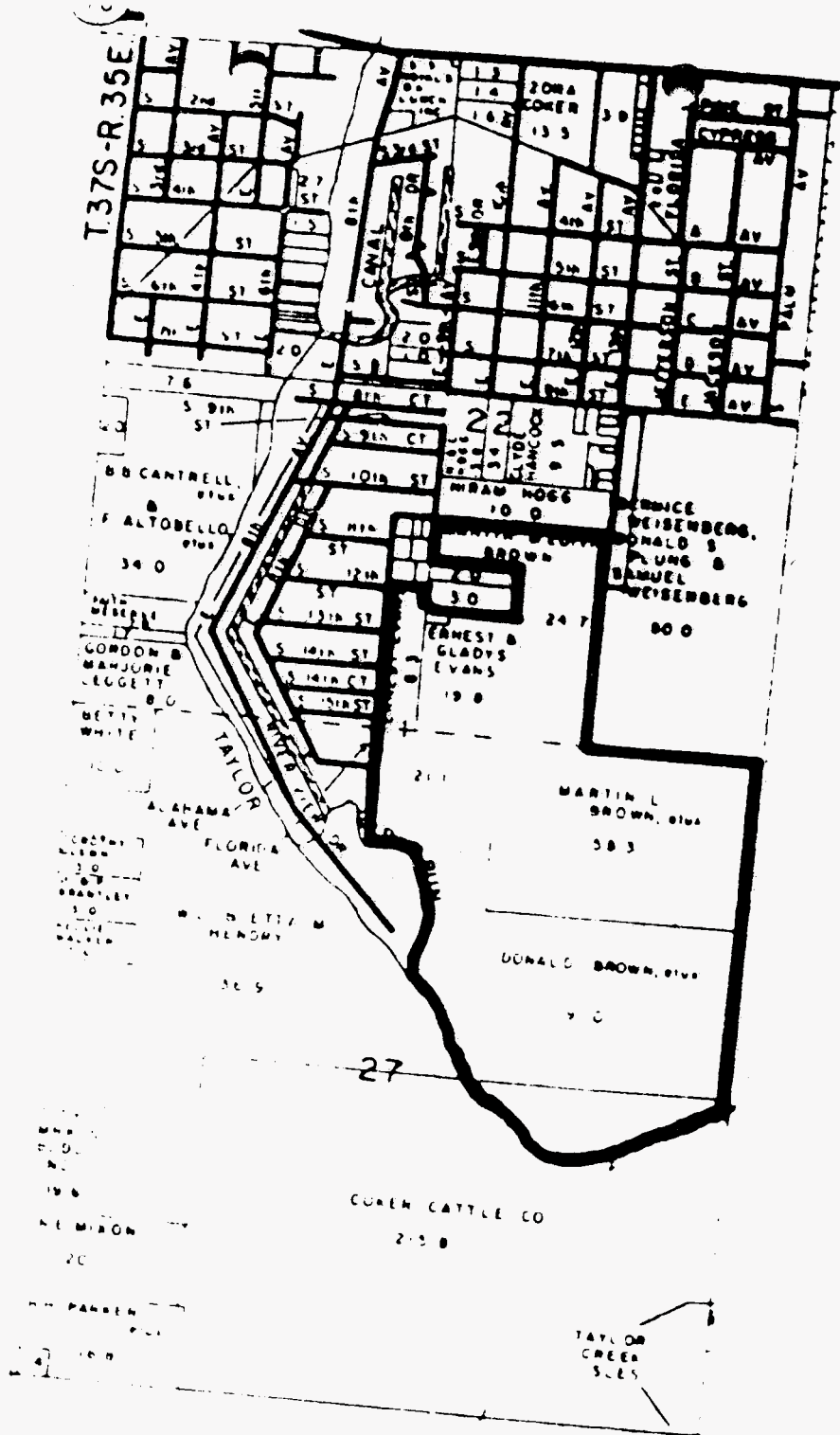
August 1, 2004

\$39.60

EXHIBIT F

Blue Heron Golf and County Club, Phases I, II, III, and IV

A parcel of land lying in portions of Sections 22, 26, 27, Township 37 South, Range 35 East,
Okeechobee County, Florida



3
4-5
6
7
8
9, 10

LOCATION

900212-11

EXHIBIT 4

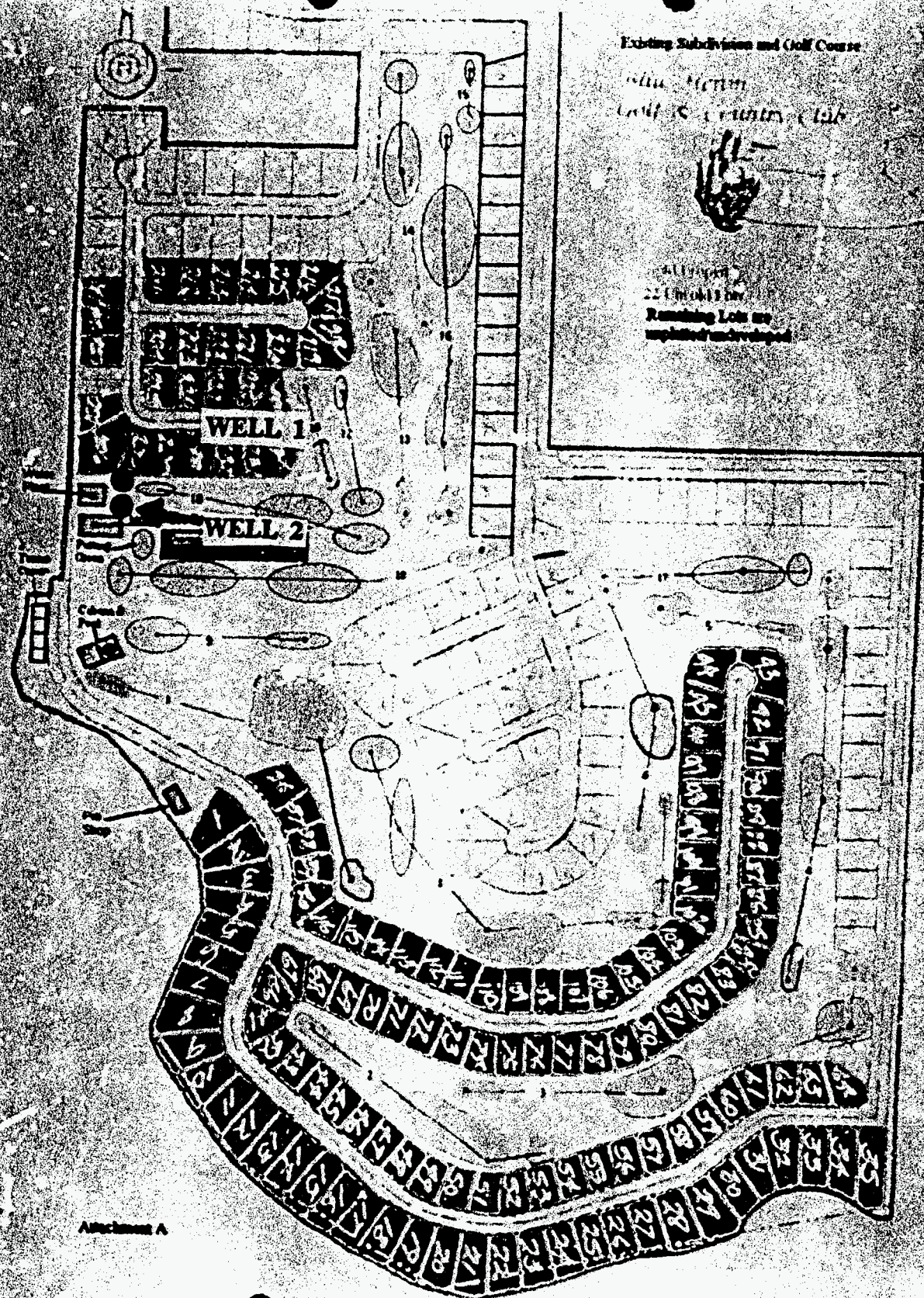
1-II WELL

Existing Subdivision and Golf Course

1911a, 1911b
1911c, 1911d, 1911e, 1911f



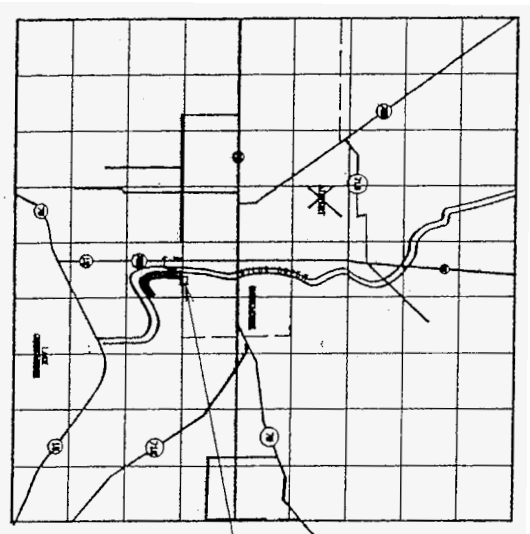
Allotted
22 Lots
Remaining Lots are
unplatted/undeveloped



Attachment A



PHASE 4 A
BLUE HERON GOLF AND COUNTRY CLUB
LYING IN A PORTION OF
SECTION 22 & 27, TOWNSHIP 37 SOUTH,
CITY OF OKEECHOBEE, FLORIDA RANGE 35 E



LOCATION MAP

N.T.S.

PROJECT SITE

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 22 AND 27,
TOWNSHIP 37 SOUTH RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA AND
DURING MADE DAVOTRII ADI V DRIIINENI AND NEGOTIEN AC ENI INAC.

THENCE S 89°09'56" E A DIST
CURVATURE;

OF 186.85 FEET TO A F