

ORIGINAL

A. BICE HOPE
ATTORNEY AT LAW
POST OFFICE BOX 5217
GAINESVILLE, FLORIDA 32627-5217
(352) 371-2066
FAX (352) 376-2128

DISTRIBUTION RECEIVED - FPSC
04 NOV 12 AM 10:30

November 11, 2004

COMMISSION
CLERK

VIA UPS NEXT DAY AIR

Division of Commission Clerk and Administrative Services
Florida Public Service Commission
ATTENTION: Patti Daniel
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**RE: Docket No. 041096-WS-Application for Transfer
of Certificate Nos. 542-W and 470-S in
Putnam County from Buffalo Bluff Utilities, Inc.
to St. John's River Club, L.L.C.**

Dear Ms. Daniel:

This letter responds to your letter dated October 14, 2004 addressed to Pierre D. Thompson. Your file will reflect that I represent the proposed transferee, St. John's River Club, L.L.C.

Enclosed herewith please find an original and two (2) copies of the Tariff Sheets. The set for the water utility is in one of the large manila envelopes enclosed, and the set for the wastewater utility is in the other.

I also enclose herewith an original and four (4) copies of the following documents:

- CMP _____ 1. Affidavit of Notice to Customers (Exhibit "K");
- COM _____ 2. Affidavit of Notice (publication) (Exhibit "L"); and
- CTR _____ 3. Additional of Financial Information.
- ECR *org tariffs* _____
- GCL _____ Finally, I enclose herewith five (5) copies of the following documents:
- OPC _____ 4. The proposed Warranty Deed;
- MMS _____
- RCA _____ 5. The licenses for the current operator of the utilities. The current operator is also going to operate the systems after they are transferred; and
- SCR _____
- SEC 1 _____
- OTH _____

DOCUMENT NUMBER-DATE

12120 NOV 12 3

Street Address:

The Seagle Building

408 West University Avenue

Suite 406

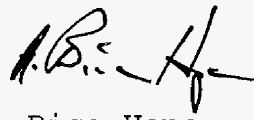
Gainesville, FL 32601

FPSC-COMMISSION CLERK

6. A letter from the current owner's C.P.A. addressing the issue of proration of the regulatory fees.

This should address all issues raised in your October 14th letter.

Yours very truly,



A. Bice Hope

ABH/pj
Enclosures
cc: S. Troy Smith
(without enclosures)

WATER TARIFF

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

**100 BAYOU DRIVE
SATSUMA, FLORIDA 32189**

(ADDRESS OF COMPANY)

(386) 649-1880 / (386) 437-0116

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing.....	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy.....	22.0
Standard Forms	
Technical Terms and Abbreviations.....	5.0, 5.1
Territory Authority.....	3.0

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - PUTNAM

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)

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
 NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A part of Sections 33 and 34, Township 10 South, Range 26 East and a part Section 39, Township 10 South, Range 26 East and part of Section 39, Township 11 South, Range 26 East, Putnam County, Florida, being more particularly described as follows: For a point of reference commence at the point of intersection of the northerly line of said Section 39, Township 10 South, Range 26 East, said point being 100.00 feet easterly of as measured at right angles to the center line of the CSX Transportation right of way as now established; thence S 28°27'00" E, a distance of 1226.87 feet to the northeasterly right of way of County Road 309-B as now established to the POINT OF BEGINNING; thence northwesterly along said northeasterly right of way line, along the arc of a curve concave northeasterly and having a radius of 1860.08 feet, a chord bearing of N 53°28'26" W and a chord distance of 118.36 feet; thence N 28°27'00" W, a distance of 1281.54 feet; thence N 61°33'00" E, a distance of 50.00 feet; thence N 28°27'00" W, along the easterly right of way line of the CSX Transportation right-of-way, said right of way line being 100.00 feet easterly of as measured at right angles to said center line as now established, a distance of 1404.97 feet; thence N 73°28'46" E, a distance of 478.55 feet; thence N 01°09'00" W, a distance of 210.00 feet; thence N 88° 51'00" E, a distance of 210.00 feet; thence N 01°09'00" W, a distance of 600 feet more or less to the waters of Murphy Creek; thence southeasterly along said waters of Murphy Creek a distance of approximately 4700 feet to the easterly line of Section 39, Township 10 South, Range 26 East; thence S 26°14'14" E, along said easterly line of said Section 39, Township 10 South, Range 26 East and the easterly line of said Section 39, Township 11 South, Range 26 East, a distance of 1447 feet more or less; thence S 74°31'16" W, a distance of 1674.27 feet, to the northeasterly right of way line of County Road 309-B as now established; thence N 59°08'00" W along said northeasterly right of way line a distance of 203.67 feet; thence northwesterly along the northeasterly right of way line, along the arc of a curve concave northeasterly and having a radius of 1860.08 feet, a chord bearing of N 57°11'47" W and a chord distance of 125.6 feet to the POINT OF BEGINNING.

James A. Arnold, III

ISSUING OFFICER

President
 TIT I F

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

COMMUNITIES SERVED LISTING

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

HELD FOR FUTURE USE

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 **"COMMISSION"** - The shortened name for the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 **"COMPANY"** - The shortened name for the full name of the utility which is **ST. JOHNS RIVER CLUB, LLC**.
- 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)

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 5.0)

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

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	9.0	14.0
Adjustment of Bills.....	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter.....	10.0	21.0
Application	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills.....	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts.....	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements.....	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently.....	10.0	18.0

(Continued to Sheet No. 6.1)

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 6.0)

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

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 8.0)

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, re-metering, 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 re-metering.)

- 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)

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 9.0)

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

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company
- APPLICABILITY - For water service to all Customers for which no other schedule applies
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$7.91
3/4"	\$11.87
1"	\$19.78
1 1/2"	\$39.55
2"	\$63.28
3"	\$126.56
4"	\$197.75
6"	\$395.50

GALLONAGE CHARGE - Per 1,000 gallon (all metered connections) \$3.63

MINIMUM CHARGE - **Base Facility Charge**

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

EFFECTIVE DATE -

TYPE OF FILING -

James A. Arnold, III

ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company

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

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

BILLING PERIOD -

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$7.91
3/4"	\$11.87
1"	\$19.78
1 1/2"	\$39.55
2"	\$63.28
3"	\$126.56
4"	\$197.75
6"	\$395.50

GALLONAGE CHARGE - Per 1,000 gallon (all metered connections) \$3.63

MINIMUM CHARGE - **Base Facility Charge**

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

EFFECTIVE DATE -

TYPE OF FILING -

James A. Arnold, III

ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

CUSTOMER DEPOSITS

NOT APPLICABLE

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company 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>25.00</u>
Normal Reconnection Fee	\$ <u>25.00</u>
Violation Reconnection Fee	\$ <u>25.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>25.00</u>

EFFECTIVE DATE -

TYPE OF FILING -

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
 NAME OF COMPANY
 WATER TARIFF

ORIGINAL SHEET NO. 17.0

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<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 Charge</u>		
Residential-per ERC (186 GPD)	\$545.00	
All others-per gallon	\$ 2.93	
or		
Residential-per lot (__foot frontagé)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$110.00	
1"	\$Actual Cost	
1 1/2"	\$Actual Cost	
2"	\$Actual Cost	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -

James A. Arnold, III
 ISSUING OFFICER

President
 TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

INDEX OF STANDARD FORMS

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

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

HOLD FOR FUTURE USE

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

APPLICATION FOR WATER SERVICE

Account No. _____ Date _____

Sec _____ Blk _____ Lot _____

Name of Applicant: _____

Service Address: _____

Mailing Address: _____

Name of Property Owner: _____

Mailing Address: _____

Type of Service: Residential _____ Commercial _____

Is Customer resuming service after absence of less than 12 months?

YES _____ NO _____

In making application for this service, the applicant agrees to be subject to the Company's Rules and Regulations and conditions contained in the company's tariffs as they shall be lawfully constituted from time to time. The tariffs are incorporated by reference here in and individual copies of the tariffs are available at the offices of **St. Johns River Club, LLC**.

Signature of Applicant

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

COPY OF CUSTOMER'S BILL
ST. JOHNS RIVER CLUB, LLC
MONTHLY STATEMENT

Rates contained herein are as directed by the Public Service Commission in PSC Order No. 00-2500-PAA-WS. All bills are due upon receipt and are delinquent as of the **15th day** of the month billed.

	<u>DATE</u>
METER READING THIS MONTH _____	_____
METER READING LAST MONTH _____	_____
TOTAL GALLONS USED THIS MONTH _____	_____

Water – Residential-Base Facility Charge – 5/8” x 3/4” Meter	\$7.91
Gallage Charge per 1000 gallons \$3.63	
Charge this Month _____ gallons x .00363	\$ _____
Wastewater – Residential-Base Facility Charge	\$11.09
Gallage Charge per 1000 gallons \$3.84	
Charge this Month _____ gallons x .00384	\$ _____
Past Due Charges	\$ _____
Total Utility Charge for this Billing	\$ _____

Make Checks Payable to: ***St. Johns River Club, LLC***
Mail or Drop Payment to: ***100 Bayou Drive***
Satsuma, FL 32189

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

James A. Arnold, III
ISSUING OFFICER

President
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WATER TARIFF

SERVICE AVAILABILITY POLICY

Developer shall be responsible for the construction of all on-site facilities, according to the Service Company's standard, required to serve his property, and shall convey these to Service Company at no cost.

James A. Arnold, III
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

100 BAYOU DRIVE
SATSUMA, FL 32189

(ADDRESS OF COMPANY)

(386) 649-1880 / (386) 437-0116
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

TABLE OF CONTENTS

	<i>Sheet Number</i>
Communities Served Listing.....	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules.....	11.0
Rules and Regulations	6.0
Service Availability Policy.....	
Standard Forms	
Technical Terms and Abbreviations.....	5.0, 5.1
Territory Authority.....	3.0

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 542-W , 470-S

COUNTY - PUTNAM

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)

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

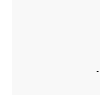
A part of Sections 33 and 34, Township 10 South, Range 26 East and a part Section 39, Township 10 South, Range 26 East and part of Section 39, Township 11 South, Range 26 East, Putnam County, Florida, being more particularly described as follows: For a point of reference commence at the point of intersection of the northerly line of said Section 39, Township 10 South, Range 26 East, said point being 100.00 feet easterly of as measured at right angles to the center line of the CSX Transportation right of way as now established; thence S 28°27'00" E, a distance of 1226.87 feet to the northeasterly right of way of County Road 309-B as now established to the POINT OF BEGINNING; thence northwesterly along said northeasterly right of way line, along the arc of a curve concave northeasterly and having a radius of 1860.08 feet, a chord bearing of N 53°28'26" W and a chord distance of 118.36 feet; thence N 28°27'00" W, a distance of 1281.54 feet; thence N 61°33'00" E, a distance of 50.00 feet; thence N 28°27'00" W, along the easterly right of way line of the CSX Transportation right-of-way, said right of way line being 100.00 feet easterly of as measured at right angles to said center line as now established, a distance of 1404.97 feet; thence N 73°28'46" E, a distance of 478.55 feet; thence N 01°09'00" W, a distance of 210.00 feet; thence N 88°51'00" E, a distance of 210.00 feet; thence N 01°09'00" W, a distance of 600 feet more or less to the waters of Murphy Creek; thence southeasterly along said waters of Murphy Creek a distance of approximately 4700 feet to the easterly line of Section 39, Township 10 South, Range 26 East; thence S 26°14'14" E, along said easterly line of said Section 39, Township 10 South, Range 26 East and the easterly line of said Section 39, Township 11 South, Range 26 East, a distance of 1447 feet more or less; thence S 74°31'16" W, a distance of 1674.27 feet, to the northeasterly right of way line of County Road 309-B as now established; thence N 59°08'00" W along said northeasterly right of way line a distance of 203.67 feet; thence northwesterly along the northeasterly right of way line, along the arc of a curve concave northeasterly and having a radius of 1860.08 feet, a chord bearing of N 57°11'47" W and a chord distance of 125.6 feet to the POINT OF BEGINNING.

JAMES A. ARNOLD, III
ISSUING OFFICER

PRESIDENT
TITL F

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF



COMMUNITIES SERVED LISTING

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

HELD FOR FUTURE USE



JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB

NAME OF COMPANY

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 **"COMMISSION"** - The shortened name for the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 **"COMPANY"** - The shortened name for the full name of the utility which is **ST. JOHNS RIVER CLUB, LLC**.
- 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)

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF 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.

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF 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)

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE


Exhibit "L"
AFFIDAVIT OF NOTICE

AFFIDAVIT

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

1. My name is A. Bice Hope, Esquire, and I am the attorney for the buyer, St. John's River Club, L.L.C.
2. I hereby certify that Notice of the actual application was given in accordance with Section 367.045, Fla.Stats. and Rule 25-30.030, F.A.C., by publication in the Palatka Daily News on October 5, 2004.
3. A copy of the proof of publication is enclosed.

FURTHER AFFIANT SAIETH NOT.



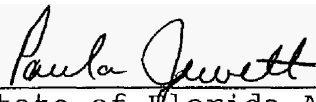
A. BICE HOPE, ESQUIRE
Florida Bar No.: 173999
Affiant

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

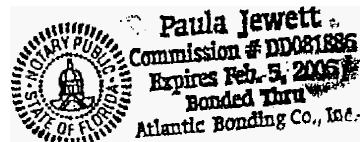
BEFORE ME personally appeared A. Bice Hope, Esquire, to be the person described in and who executed the foregoing instrument, and who is personally known to me or has produced N/A as identification, and swears that the foregoing Affidavit is true and correct to the best of his knowledge.

WITNESS my hand and official seal this 11th day of November, 2004.

NOTARY PUBLIC

Sign: 

State of Florida At Large
Paula Jewett
My Commission Expires 02-05-06
My Commission Number: DD081886



STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

LEGAL NOTICE FOR APPLICATION F

Was published in said newspaper 1 time(s) with said being made on the following dates:

10/05/2004

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Allison Waters

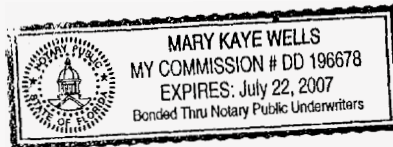
Sworn to and subscribed to before me this 5th day of October, 2004 by Allison Waters, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

Mary Kaye Wells

Mary Kaye Wells, Notary Public
My commission expires July 22, 2007

Notary Seal
Seal of Office:

 /
 /
 /
Personally known to me, or
Produced identification:
Did take an oath



PUBLIC NOTICE
LEGAL NOTICE FOR APPLICATION FOR TRANSFER OF WATER AND WASTEWATER CERTIFICATES (Section 367.071, Florida Statutes)

LEGAL NOTICE
Notice is hereby given on October 5, 2004 pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. 542-W and Wastewater Certificate No. 470-S held by Buffalo Bluff Utilities, Inc. from Buffalo Bluff Utilities, Inc. to St. John's River Club, L.L.C. providing service to the following described territory in Putnam County, Florida.

The lands located in part of Sections 33 and 34, Township 10 South, Range 26 East and a part of the Joseph H. Hernandez Grant, Section 39, Township 10 South, Range 26 East and part of the Joseph M. Hernandez Grant, Section 39, Township 11 South, Range 26 East, Putnam County, Florida.

A more detailed description is available from the Applicant at the below address or call S. Troy Smith, Project Manager, at 1-866-619-2837.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk & Administration Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Applicant
St. John's River Club, L.L.C.
100 Bayou Drive
Satsuma, Florida 32189

Legal No. 04505997
10/5/04

11/9/2004

JAMES A. ARNOLD, III FINANCIAL REPORT

ASSETS	VALUE	LIABILITIES	NET VALUE
House 11136 Palmetto Blvd. Alachua, FL 32615	\$450,000.00	\$200,000.00	\$250,000.00 \$40,000.00 <i>Personal Contents</i>
House 947 Country Club Drive Maggie Valley, NC	\$250,000.00	\$150,000.00	\$100,000.00 \$25,000.00 <i>Personal Contents</i>
Bryn Mawr 4 Rental Lots	\$600,000.00	\$0.00	\$600,000.00
Peppertree 2 Rental Lots	\$100,000.00	\$0.00	\$100,000.00
Northwood Whse.	\$200,000.00	\$70,000.00	\$130,000.00
Cannon Creek Community (Mtg.)	\$30,000.00	\$0.00	\$30,000.00
<hr/>			
<u>Commerical Rental Property:</u>			
Plaza Partners A-1	\$30,000.00	\$0.00	\$30,000.00
Plaza Partners B-4	\$30,000.00	\$0.00	\$30,000.00
43rd St. Partners	\$150,000.00	\$0.00	\$150,000.00
41st St. Partners	\$150,000.00	\$0.00	\$150,000.00
1814 Partners	\$40,000.00	\$0.00	\$40,000.00
4131 Partners	\$600,000.00	\$0.00	\$600,000.00
13th St. Partners	\$600,000.00	\$0.00	\$600,000.00
<hr/>			
Approx. Yearly Income			\$200,000.00

Jim Arnold Nov. 9, 2004

11/9/2004

JAMES A. ARNOLD, III FINANCIAL REPORT

MONTHLY INCOME

**Whitney Mobile Home
Lease Purchases** \$800.00

**Buck Bay Mobile Home
Lease Purchases** \$700.00

**Oak Park Village
Lease Purchase** \$300.00

**Lake City
Lease Purchase** \$400.00

Insurance Policies

Face Value

Cash Value

Indianapolis Life	\$400,000.00	\$10,000.00
New York Life (Annuity)	\$500,000.00	\$20,000.00

Vehicles/Year

Description

Value

Owe

2002 Chevrolet/Suburban	\$25,000.00	\$0.00
2001 Mercedes/E320	\$28,000.00	\$0.00
1994 GMC Truck	\$10,000.00	\$0.00

**2 Vacant Lots in
Plantation Oaks**

VALUE

LIABILITIES

NET VALUE

\$100,000.00	\$0.00	\$100,000.00
--------------	--------	--------------

Jim Arnold Nov. 9, 2004.

ASSETS

11/2/2004

Keith Smith

CASH

Wachovia	140,000
B of N. GA	5,000
Bank of Alachua	4,500

401 K

Bank One	15,000
Vectra	3,600
Univ of CO (cash)	18,000
Univ Of FL	19,000

IRA/SEP

Bank One	2,000
Td Waterhse (stock)	5,000
Fidelity	3,200
Other	55,000

INV. ACCTS

TD Waterhouse (stock)	40,000
B-1	1,000

Real Estate

Income

6601 SW 35th Way	325,000	Primary			
1486 Edinburgh	185,000	Rental House	\$	1,000	
791 Mtnbrooke	190,000	Rental House	\$	1,000	
Williamston 2 prop.	220,000	2 Duplex's	\$	1,800	
Downing	55,000	Rental House	\$	400	I hold Mtge
HWY 20 1.76 ac	15,000	Vacant land	\$	200	I carry note
Bay creek Trailer	10,000	Mobile home	\$	485	I hold Mtge
Rose Dr (lot)	10,000	Vacant lot			free/clear
1/4 CLMHP	220,000	79 unit Mobile Home Park 1/4	\$	750	
1/3 Brkn Arrow Bluff MHP	300,000	26 unit MHP 1/3	\$	1,300	
172 Twine St	130,000	rental House 1/2	\$	300	free/clear

Personal Prop

2000 Cadillac	22,000
2000 Avalon	14,000
Personal Prop	40,000

81 Porsche 928	5,000
85 Silverado	2,600
2001 Kycera	1,000

Other

EMC Receivable	15,000
Business Interest EMC	250,000

Assets **\$ 2,359,193.00**

LIABILITIES

Credit Cards

MBNA	7000	15.99%
Disc	0	
First U	0	15.99%
Amex	0	
MBNA	0	

Mortgages

		Pymnt
SW 35th way	232,000	1800
Mtn.Brooke	120,000	1000
Williamston	184,000	1600
Edinburgh	103,000	810
Broken Arrow	133,000	
Clake MHP	110,000	

Other

USB credit line	7000	300
BONG Auto	8500	260
Compass 2nd mtge	12500	400
Liab	\$ 917,000	

161,800

NET \$ 1,442,193.00

BALANCE SHEET S.TROY SMITH
10/1/2004

ASSETS			LIABILITIES
HOUSE, LAND			
13.8 ACRES	\$350,000		
1600 SQ FT HOUSE			
2400 SQ FT BARN			
400 SQ FT CABIN			
		Mtge	\$92,303
 Autos/equip			
2003 Toyota 4-Runner			
1976 Toyota			
1988 Gmc			
1994 Chev PU			
2003 Kawa Mule	35,000		19,698
 Bank Accts			
Sun Trust P	7,000		
Sun Trust B	74,500		
Home Bank	4,500		
 Savings			
Vanguard	460,013	3/31/2004	
Sun Life	223,019	3/31/2004	
AIM	7,814	3/31/2004	
Morgan Stanley	14,760	12/31/2003	
 TOTAL	 1,176,606		 127,001
 NET	 \$1,049,605		

ST. JOHNS RIVER CLUB, LLC
NAME OF 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

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

(Continued on Sheet No. 8.0)

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF 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)

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF 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)

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF 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.

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
This sheet for Future Use	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC

NAME OF COMPANY

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - **MONTHLY**

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$11.09
3/4"	\$16.64
1"	\$27.73
1 1/2"	\$55.45
2"	\$88.72
3"	\$177.44
4"	\$277.25
6"	\$554.50

GALLONAGE CHARGE - Per 1,000 gallon (all metered connections) \$4.60

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 -

JAMES A. ARNOLD, III
ISSUING OFFICER

PRESIDENT
TITI F

ST. JOHNS RIVER CLUB, LLC
NAME OF 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**

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$11.09

GALLONAGE CHARGE – Per 1,000 gallon for all metered connections. (8,000 gallon cap) \$3.84

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 -

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

CUSTOMER DEPOSIT

THIS PAGE FOR FUTURE USE

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF 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 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>25.00</u>
Normal Reconnection Fee	\$ <u>25.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>25.00</u>

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

EFFECTIVE DATE

TYPE OF FILING -

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB
 NAME OF COMPANY
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>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 Charge</u>		
Residential-per ERC (__ GPD).....	\$935.00	
All others-per gallon	\$ 15.84	
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 (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -

JAMES A. ARNOLD, III
 ISSUING OFFICER
PRESIDENT
 TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF 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

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 18.0

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

HELD FOR FUTURE USE

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Account No. _____ Date _____

Sec _____ Blk _____ Lot _____

Name of Applicant: _____

Service Address: _____

Mailing Address: _____

Name of Property Owner: _____

Mailing Address: _____

Type of Service: Residential _____ Commercial _____

Is Customer resuming service after absence of less than 12 months?

YES _____ NO _____

In making application for this service, the applicant agrees to be subject to the Company's Rules and Regulations and conditions contained in the company's tariffs as they shall be lawfully constituted from time to time. The tariffs are incorporated by reference here in and individual copies of the tariffs are available at the offices of **St. Johns River Club, LLC**.

Signature of Applicant

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

ST. JOHNS RIVER CLUB, LLC
MONTHLY STATEMENT

Rates contained herein are as directed by the Public Service Commission in PSC Order No. 00-2500-PAA-WS. All bills are due upon receipt and are delinquent as of the **15th day** of the month billed.

	<u>DATE</u>
METER READING THIS MONTH	_____
METER READING LAST MONTH	_____
TOTAL GALLONS USED THIS MONTH	_____

Water - Residential-Base Facility Charge - 5/8" x 3/4" Meter	\$7.91
Gallorage Charge per 1000 gallons	\$3.63
Charge this Month _____gallons x .00363	\$ _____
Wastewater - Residential-Base Facility Charge	\$11.09
Gallorage Charge per 1000 gallons	\$3.84
Charge this Month _____gallons x .00384	\$ _____
Past Due Charges	\$ _____
Total Utility Charge for this Billing	\$ _____

Make Checks Payable to: **St. Johns River Club, LLC**

Mail or Drop to: **100 Bayou Drive**
Satsuma, FL 32189

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	22.0



JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

ST. JOHNS RIVER CLUB, LLC
NAME OF COMPANY

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The developer is responsible for the construction of all on-site facilities according to the Service Company standards required to serve his property and shall convey to them to Service Company at no cost.

JAMES A. ARNOLD, III
ISSUING OFFICER
PRESIDENT
TITLE

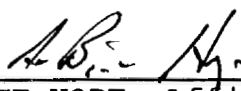
Exhibit "K"
AFFIDAVIT OF NOTICE TO CUSTOMERS

STATE OF FLORIDA:
 SS:
COUNTY OF ALACHUA:

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared **A. BICE HOPE**, who, after first being by me duly sworn, upon oath deposes and says:

1. My name is A. Bice Hope, and I am attorney for the proposed transferee, St. John's River Club, L.L.C.
2. The Notice of actual application was given by me on October 1, 2004 in accordance with Rule 25-30.030, F.A.C., by regular U.S. mail to every customer of the systems proposed to be transferred.
3. A copy of the Notice is attached hereto as Exhibit "A".
4. A copy of the mailing/customer list is attached hereto as Exhibit "B".

FURTHER AFFIANT SAYETH NAUGHT.




A. BICE HOPE, Affiant

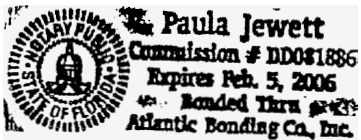
STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this 5th day of October, 2004, by A. Bice Hope, as attorney for St. John's River Club, L.L.C., a Florida Limited Liability Corporation, and who is personally known to me.

NOTARY PUBLIC



State of Florida at Large
Paula Jewett
My Commission Expires: 2-5-2006
My Commission Number: DD081886



ARNOLD\AFFID.ABH

Exhibit "A"

LEGAL NOTICE FOR
APPLICATION FOR TRANSFER OF WATER AND WASTEWATER CERTIFICATES
(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on October 1, 2004 pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. 542-W and Wastewater Certificate No. 470-S held by Buffalo Bluff Utilities, Inc. from Buffalo Bluff Utilities, Inc. to St. John's River Club, L.L.C. providing service to the following described territory in Putnam County, Florida.

The lands located in part of Sections 33 and 34, Township 10 South, Range 26 East and a part of the Joseph H. Hernandez Grant, Section 39, Township 10 South, Range 26 East and part of the Joseph M. Hernandez Grant, Section 39, Township 11 South, Range 26 East, Putnam County, Florida.

A more detailed description is available from the Applicant at the below address or call S. Troy Smith, Project Manager, at 1-866-619-2837.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk & Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Applicant
St. John's River Club, L.L.C.
100 Bayou Drive
Satusma, Florida 32189

Exhibit "B"

MARK AKIN
146 PINE LAKE DR.
SATSUMA, FL 32189

RICHARD BRAUTIGAM
114 BAYOU DR.
SATSUMA, FL 32189

EDWIN BROWN
133 PINE LAKE DR.
SATSUMA, FL 32189

ROBERT BROWN
1015 IMPERIAL BLVD
SPRINGFIELD, OH 45503

JEAN BURLESON
105 BAYOU DR.
SATSUMA, FL 32189

TOM BURRIER
142 BAYOU DRIVE
SATSUMA, FL 32189

MARIE DELANEY
P.O.BOX 1126
SAN MATEO, FL 32187

BERNARD DODGE
124 PINE LAKE DR.
SATSUMA, FL 32189

DON ELDER
153 BAYOU DR.
SATSUMA, FL 32189

L. ELLINGTON/M. SUMMERLIN
102 PINE LAKE DR.
SATSUMA, FL 32189

JULIUS ENCARNACION
602 BEATTIE ST.
ELWOOD, IL 60421

WILLIAM GEIGER
2650 OAKTREE CIR
FT. LAUDERDALE, FL 33309

HENRY GEORGE
122 PINE LAKE DR
SATSUMA, FL 32189

DAN GIVEN
2471 MOON HARBOR WAY
MIDDLEBURG, FL 32068

JERRY HANKINS
112 PINE LAKE DR
SATSUMA, FL 32189

LINDA Payne
137 BAYOU DR
SATSUMA, FL 32189

CHIKE HEVERLY
RD#1, BOX 569B
LAKE ARIEL, PA 18436

WILLIAM HUFFMAN
437 W. PLEASANT ST
HILLSBORO, OH 45133

OLIVER JACKSON
115 BAYOU DR,
SATSUMA, FL 32180 9

ED KILGOUR
104 BAYOU DR
SATSUMA, FL 32189

TOM KROHN
119 BAYOU DR
SATSUMA, FL 32189

JOE LaPORTE
2235 AARON DR
GREEN COVE SPRINGS, FL 32043

GEORGE LAWSON
139 PINE LAKE DR
SATSUMA, FL 32189

JAMES MacDONALD
127 BAYOU DR
SATSUMA, FL 32189

MILTON McGRATH
7950 A1A SOUTH, APT. 108
ST. AUGUSTINE, FL 32080

JEANE McSHERRY
133 BAYOU DR
SATSUMA, FL 32189

DALE MASSON
137 PINE LAKE DR
SATSUMA, FL 32189

JEANETTE MONTELEONE
6414 SW 22ND CT
HOLLYWOOD, FL 33023

LARRY MOORE
163 BAYOU DR
SATSUMA, FL 32189

WILLIS MOULD
P.O.BOX 251
SATSUMA, FL 32189

CARL MULLER
RT#1, BOX 1183
DuSHORE, PA 18614

STEPHEN MYRICK
18 DEERWOOD DR
HAVANA, FL 32333

E.D. NORMAN
P.O.BOX 3
SATSUMA, FL 32189

PATRICIA PATE
138 PINE LAKE DR
SATSUMA, FL 32189

G. PATRIA
5120 BELLVIEW DR.
ZANESVILLE, OH 43701

ED PEIDL
140 PINE LAKE DR
SATSUMA, FL 32189

PENNY CLARK
11127 PHILLIPS RD
ALEXANDRIA, KY 41001

P.O.A.
124 BAYOU DR
SATSUMA, FL 32189

EUGENE POOR
109 BAYOU DR
SATSUMA, FL 32189

DON RARDON
P.O.BOX 8
SATSUMA, FL 32189

DOUG RICKARD
117 BAYOU DR
SATSUMA, FL 32189

ROBERT ROCK
S. 921 LYNDON RD #317
WISCONSIN DELLS, WI 53965

IRA HATFIELD
132 PINE LAKE DR
SATSUMA, FL 32189

WALTER ROZIER
8028 GOPHER RIDGE LANE
GLEN ST. MARY, FL 32040

BETTY JO SHAI
116 BAYOU DR
SATSUMA, FL 32189

MARVIN SHULTS
135 BAYOU DR
SATSUMA, FL 32189

JILES SMITH
144 BAYOU DR
SATSUMA, FL 32189

LYNN SMITH
104 PINE LAKE DR
SATSUMA, FL 32189

SUSAN STANNAED
148 PINE LAKE DR
SATSUMA, FL 32189

JACK STEPHENSON
136 BAYOU DR
SATSUMA, FL 32189

BILL TARBOX
11854 CREEK BLVD
JACKSONVILLE, FL 32218

JULIAN TYLER
336 PARK VISTA
LINCOLN, NE 68510

ADA WAGNER
107 BAYOU DR
SATSUMA, FL 32189

JAMES SHINE
1009 RUTH AVE
JACKSONVILLE BEACH, FL 32250

RON WEGNER
140 BAYOU DR
SATSUMA, FL 32189

ART LYONAIŠ
5380 DATIL PEPPER RD
ST. AUGUSTINE, FL 32086

DAN YOUNG
1235 CUNNINGHAM LANE
CADIZ, KY 42211

DALTON ZETTWOCH
130 PINE LAKE DR
SATSUMA, FL 32189

HIL ZICH
149 BAYOU DR
SATSUMA, FL 32189

SAM ROZIER
120 PINE LAKE DR
SATSUMA, FL 32189

This Instrument Prepared by:)
Please record and return to:)
Name: A. BICE HOPE, ESQ.)
Address: P.O. Box 5217)
Gainesville, FL 32627)
)
)
)
)
)
)

Property Appraiser Parcel Identification (Folio) Number(s):
33-10-26-0000-0050-0011; 39-11-26-0000-0052-0010;
and 39-11-26-0000-0220-0000

WARRANTY DEED

THIS WARRANTY DEED, effective the _____ day of _____, 2004,
by BUFFALO BLUFF UTILITIES, INC., a corporation existing under the laws of Florida, and having its
principal place of business at 1301 Plantation Island Drive, #206B, St. Augustine, Florida
32085-0070, hereinafter called the Grantor, to ST. JOHN'S RIVER CLUB, L.L.C., a limited liability
company existing under the laws of Florida, and having its principal place of business at 100 Bayou Drive,
Satsuma, Florida 32189, hereinafter called the Grantee:

(Wherever 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.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and
other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, and sells, aliens,
remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Putnam County, Florida, viz:

See attached Exhibit "A"

SUBJECT TO restrictions, covenants and easements of record .
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 said 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 whomsoever; and that said land is free of
all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above
written.

(Corporate Seal)

IN WITNESS WHEREOF the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto
affixed, by its proper officers thereunto duly authorized,
the day and year first above written.

Buffalo Bluff Utilities, Inc.

Signed, sealed and delivered in our presence:

Sign _____

By: _____

Print _____

Print: _____

Title _____

Sign _____

Print _____

STATE OF FLORIDA:
SS:
COUNTY OF PUTNAM:

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized in the County and State last
aforesaid to take acknowledgements, personally appeared _____, AS
President of Buffalo Bluff Utilities, Inc., a Florida corporation, on behalf of the
corporation, described in and who executed the foregoing instrument and who is personally known to me or has produced a Florida
Driver's License as identification.
WITNESS my hand and official seal in the County and State last aforesaid this _____ day of

Exhibit "A"

page 1 of 2

REVISED SEWERAGE TREATMENT PLANT; A part of the Joseph M. Hernandez Grant, Section 39, Township 10 South, Range 26 East, and a part of the Joseph M. Hernandez Grant, Section 39, Township 11 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

For a point of reference COMMENCE at the most Northerly corner of the lands described in Official Records Book 470, Page 1722, of the Public Records of said county; thence South $61^{\circ}33'00''$ West, along the Northerly line of said lands described in Official Records Book 470, Page 1722, a distance of 50.00 feet to the most Westerly corner of said lands described in Official Records Book 470, Page 1722; thence South $28^{\circ}27'00''$ East, along the Westerly line of said lands described in Official Records Book 470, Page 1722, a distance of 801.19 feet to the POINT OF BEGINNING; thence South $28^{\circ}27'00''$ West, continuing along said Westerly line of the lands described in Official Records Book 470, Page 1722, a distance of 480.35 feet to the Northerly right-of-way line of County Road 309-B; thence Southeasterly along said Northerly right-of-way line of County Road 309-B, along the arc of a curve concave Northeasterly and having a radius of 1860.08 feet, a chord bearing of South $53^{\circ}26'35''$ East and a chord distance of 118.34 feet; thence North $28^{\circ}27'00''$ West, along the Easterly line of said lands described in Official Records Book 470, Page 1722, a distance of 106.79 feet to the most Westerly corner of the lands described in Official Records Book 178, Page 326, of said Public Records; thence North $30^{\circ}10'10''$ East, along the Westerly line of said lands described in Official Records Book 178, Page 326, a distance of 121.99 feet to the most Northerly corner of said lands described in Official Records Book 178, Page 326; thence South $39^{\circ}08'00''$ East, along the Northerly line of said lands described in Official Records Book 178, Page 326, a distance of 90.00 feet to the Westerly right-of-way of Pine Lake Drive; thence Northwesterly along said Westerly right-of-way line of Pine Lake Drive, along the arc of a curve concave Northeasterly and having a radius of 115.00 feet, a chord bearing of North $17^{\circ}11'44''$ West and a chord distance of 44.89 feet; thence North $39^{\circ}08'00''$ West, a distance of 80.11 feet; thence North $07^{\circ}12'24''$ West, a distance of 171.23 feet; thence North $28^{\circ}27'00''$ West, a distance of 96.19 feet; thence North $61^{\circ}33'00''$ East, a distance of 100.38 feet; thence Northwesterly along the arc of a curve concave Northeasterly and having a radius of 197.95 feet, a chord bearing of North $30^{\circ}13'29''$ West and a chord distance of 12.26 feet to the point of tangency of said curve; thence North $28^{\circ}27'00''$ West, a distance of 17.74 feet; thence South $61^{\circ}33'00''$ West, a distance of 100.00 feet; thence North $28^{\circ}27'00''$ West, a distance of 41.07 feet; thence South $74^{\circ}58'55''$ West, a distance of 236.46 feet to the POINT OF BEGINNING. Containing 2.23 acres more or less.

Exhibit "A"

page 2 of 2

REVISED WATER PLANT: A part of Section 33 and 34, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

For a point of reference COMMENCE at the most Northerly corner of the lands described in Official Records Book 470, Page 1722, of the Public Records of said county; thence North $28^{\circ}27'00''$ West, along the Easterly right-of-way line of the CSX Transportation 200 feet right-of-way, a distance of 400.43 feet to the POINT OF BEGINNING; thence continuing North $28^{\circ}27'00''$ West, along said Easterly right-of-way line of the CSX Transportation 200 feet right-of-way, a distance of 168.19 feet; thence North $67^{\circ}12'00''$ East, a distance of 63.57 feet; thence South $30^{\circ}40'00''$ East, a distance of 113.80 feet; thence South $56^{\circ}35'14''$ East, a distance of 28.56 feet; thence Southwesterly along the arc of a curve concave Southeasterly and having a radius of 40.80 feet, a chord bearing of South $11^{\circ}23'18''$ West and a chord distance of 30.00 feet; thence South $61^{\circ}33'00''$ West, a distance of 61.92 feet to the POINT OF BEGINNING. Containing 0.25 acres more or less.

State of Florida
Department of Environmental Protection

ISSUED: 05/01/03

LICENSE NO. 0003208

THE CLASS A Wastewater TREATMENT PLANT OPERATOR
NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF
CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 4/30/2005

William D. McGowan

Jeb Bush
GOVERNOR

DISPLAY IS REQUIRED BY LAW

David Struhs
SECRETARY

State of Florida
Department of Environmental Protection

ISSUED: 05/01/03

LICENSE NO. 0004291

THE CLASS C Drinking Water TREATMENT PLANT OPERATOR
NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF
CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 4/30/2005

William D. McGowan

Jeb Bush
GOVERNOR

DISPLAY IS REQUIRED BY LAW

David Struhs
SECRETARY

FROM :

FAX NO. :

Sep. 30 2004 02:25AM P2

TAYLOR & WAINIO, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

DAILA A. TAYLOR, CPA
FREDRICK J. WAINIO, JR., CPA
TODD D. NEVILLE, CPA

120 STATE ROAD 312 WEST
SUITE ONE
SAINT AUGUSTINE, FLORIDA 32086

TELEPHONE (904) 829-9075
FACSIMILE (904) 824-0839
WEBSITE www.taylorwainio.com

Florida Public Service Commission
Attn: Fiscal Services
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0876

Re: Buffalo Bluff Utilities, Inc.
2004 Regulatory Assessment Fee Returns
2004 Annual Report

Dear Sir/Madam:

The assets of the above referenced utility are scheduled to be sold during the fourth quarter of 2004. To allow for the sale and transfer to be completed, we have been engaged to prepare the 2004 Regulatory Assessment Fee Returns and 2004 Annual Report for Buffalo Bluff Utilities, Inc. for the period January 1, 2004 through the actual date of closing.

Should you require any information, please contact us.

Sincerely,



Fredrick J. Wainio, Jr.

Cc: Mr. Keith Smith, St. Johns River Club LLC

MEMBERS AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES PRACTICE SECTION