

June 4, 2019

Office of Commission Clerk
Florida Public Service Commission
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

COMMISSION
CLERK

2019 JUN 14 PM 1:25

RECEIVED-FPSC

DKT #:
20180214

Dear Commission Clerk,

1. **Filing Fee.** Rule 25-30.037(2)(a), Florida Administrative Code (F.A.C.), requires a filing fee be submitted pursuant to paragraph 25-30.020(2)(c), F.A.C. In addition, Rule 25-30.020, F.A.C., states that a separate fee shall apply for water service and wastewater service as follows:

(1) For wastewater service, the system is found to have a capacity less than 500 ERCs, so a fee of \$750 shall apply.

(2) For water service, the system is found to have a capacity greater than 501 ERCs, so a fee of \$1,500 shall apply.

Please submit an additional filing fee of \$1,500 for water service.

Response:

Paid on March 29, 2019. (please see document # 03414-2019).

2. **Business Documentation.** Rule 25-30.037(2)(t)l., F.A.C., states the buyer must provide documentation from the Florida Department of State, Division of Corporations, showing the buyer's name and registration/document number for the business. Please provide the required documentation.

Response:

Please see attached document labeled St. Johns River Estates Utilities LLC Articles of Org. (Sunbiz.org)

3. **Contract.** Rule 25-30.037(2)(i), F.A.C., states that the applicant must provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval. Please provide a copy of the contract for sale.

Response:

Please see attached document labeled Addendum Contract 1, 2, and 3

4. Purchase Price. Rule 25-30.037(2)G)2., F.A.C., states that the applicant must provide the terms of payment. Although the Applicant provided the purchase price in the application, it did not document any terms of payment. It also indicated that the purchase price provided was not representative of a standalone transaction for the Utility's assets. Please identify the terms of the payment and the dollar amount paid for the water and wastewater systems.

Response:

Please see attached document labeled Lease and also in document labeled Contract.

5. Financial Ability. Rule 25-30.037(2)(1)1.-2., F.A.C., states that the applicant shall provide:

(1) A detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided; and

(2) A list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

Please provide the required supporting documentation demonstrating the financial ability of the Applicant.

Response:

Please see document labeled Financial Statement.

6. Technical Ability. Rule 25-30.037(2)(m)1.-2., F.A.C., states to demonstrate the technical ability of the buyer to provide service, the buyer shall provide:

(1) An explanation of the buyer's experience in the water or wastewater industry; and

(2) The buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

Please provide the required supporting information to demonstrate the technical ability of the Applicant.

Response:

(1) Doesn't have experience, plan to continue maintaining system as needed bases will hire appropriate staff.

(2) See attached document labeled Florida Department of Environmental Protection #2 of 6

7. Service Area. Rule 25-30.037(2)(n), F.A.C., requires a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C. Please provide a legal description of both the water and wastewater service areas.

Response:

Legal description will be the same. See document attached labeled Legal Description.

8. Proposed Net Book Value. Rule 25-30.037(2)(o), F.A.C., requires that the applicant provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base. Please provide the necessary information regarding the net book value of the system.

Response:

Please see attached document labeled Contract.

9. Documentation. Rule 25-30.037(2)(r)l.-4, F.A.C., states that the applicant shall provide the following documents:

- (1) A copy of the utility's current permits from the DEP and the water management district;
- (2) A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report;
- (3) A copy of all the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years; and
- (4) A copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

Please provide the required documentation.

Response:

- (1) This utility is not required to have to a consumptive use permit by the St. Johns River Management District, because the wells fall below the size and withdrawal thresholds given in Rule 40C-2.041, Fla Administrative code.
- (2) Please see attached document labeled St. Johns River Club Inorg. Sec. Voc. August 2018 BLP 2 of #9., see attached document labeled Compliance inspection report dated January 29, 2016., see attached document labeled 2 of #9 Waste and Water annual report., see attached document labeled 2 of #9 waste and water sanitary report.
- (3) Please see attached document labeled 3 of #9 Domestic wastewater facility permit., see attached document labeled 3 of #9 RTC letter and SOC approval., see attached document labeled St. Johns BACT.
- (4) Unable to reach previous owner.

10. Right to Land. Rule 25-30.037(2)(s), F.A.C., requires documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located. Documentation of continued use shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided that the applicant files a recorded copy within the time required in the order granting the transfer. Please provide the required documentation.

Response:

Part of sale, also see attached document labeled Notice of transfer.

11. Notice of Application. Rule 25-30.030(4), F.A.C., requires that the notice of application be provided to the Office of Commission Clerk, for Commission staff approval, prior to distribution. Please provide a draft notice for staff review.

Response:

Working with Melinda Watts

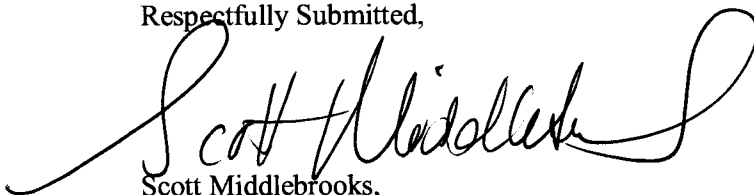
12. Notice of Application. Rule 25-30.030(6), F.A.C., states that all applications requiring noticing shall be deemed deficient until affidavits of noticing required by Sections 367.045(l)(e) and (2)(t), Florida Statutes, along with a copy of the notice, are filed with the Office of Commission Clerk. After staff has reviewed and approved the notice of application, and the notices have been distributed in accordance with Rule 25-30.030(5), F.A.C., please provide affidavits of noticing.

Response:

Working with Melinda Watts

Your application will not be deemed filed until the deficiencies identified in this letter have been corrected. These corrections should be submitted no later than February 4, 2019, to the following address:

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott Middlebrooks". The signature is written in a cursive style with a large, looping initial "S".

Scott Middlebrooks,
President of American Retirement Communities

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
JULIE I. BROWN
DONALD J. POLMANN
GARY F. CLARK
ANDREW GILES FAY

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

January 4, 2019

Mr. Scott Middlebrooks
St. Johns River Estates Utilities, LLC
2581 Pope Master Road
Milton, FL 32570
scottmiddlebrooks@yahoo.com

VIA EMAIL & US MAIL

Re: Docket No. 20180214-WS - Application to transfer facilities and Certificate Nos. 542-W and 470-S in Putnam County from St. Johns River Club Utility Company, LLC to St. Johns River Estates Utilities, LLC.

Dear Mr. Middlebrooks:

Staff reviewed the application for transfer (application) submitted on December 10, 2018, by St. Johns River Estates Utilities, LLC (Applicant or Buyer). After reviewing this information we find the application to be deficient. The specific deficiencies are identified as:

1. **Filing Fee.** Rule 25-30.037(2)(a), Florida Administrative Code (F.A.C.), requires a filing fee be submitted pursuant to paragraph 25-30.020(2)(c), F.A.C. In addition, Rule 25-30.020, F.A.C., states that a separate fee shall apply for water service and wastewater service as follows:
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 - (2) A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report;
 - (3) A copy of all the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years; and
 - (4) A copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

Please provide the required documentation.

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Your application will not be deemed filed until the deficiencies identified in this letter have been corrected. These corrections should be submitted no later than **February 4, 2019**, to the following address:

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Mr. Scott Middlebrooks

Page 4

January 4, 2019

Should you have any questions concerning the information in this letter, please feel free to contact Mrs. Melinda Watts by phone at (850) 413-6952 or by email at mwatts@psc.state.fl.us for technical questions, or Ms. Kristen Simmons by phone at (850) 413-6175 or by email at ksimmons@psc.state.fl.us for legal questions. Please include the docket number on all submissions to the Commission Clerk.

Sincerely,

A handwritten signature in black ink, appearing to read "Melinda Watts", with a large, stylized flourish at the end.

Melinda Watts
Engineering Specialist
Florida Public Service Commission
Division of Engineering

MW:jp

cc: Office of Commission Clerk (Docket No. 20180214-WS)



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

June 20, 2017

Ms. Rachel Wachs
St. John's River Club Utilities, LLC
215 W. Church Road, Suite 105
Kings of Prussia, PA 19406
rachelwachs@aol.com

Re: St. John's River Club Utilities
PWS ID No. 2544266
Putnam County – Drinking Water

Dear Ms. Wachs:

A sanitary survey inspection was conducted at your system on May 23, 2017. During this inspection, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matters.

Specifically, potential non-compliance with the requirements under Chapter 403, F.S., Chapter 62-550, Florida Administrative Code (F.A.C.), Chapter 62-555, F.A.C., and Chapter 62-602, F.A.C. were observed. Please see the attached inspection report for a full account of Department observations and recommendations.

We request you review the items of concern noted and respond in writing within **15 days** of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed (see "Recommendations for Corrective Action" section of the report).
2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid, or
3. Arrange for the case manager to visit your system discuss the item(s) of concern.

St. John's River Club Utilities, LLC
PWS ID No.: 2544266
Compliance Assistance Offer
Page 2 of 2
June 20, 2017

It is the Department's desire that you are able to adequately address the aforementioned issues so that this matter can be closed. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Please address your response and any questions to Katrina Hill of the Northeast District Office at (904) 256-1655 or via e-mail at katrina.hill@dep.state.fl.us. We look forward to your cooperation with this matter.

Sincerely,



Vincent Clark
Environmental Manager
Compliance Assurance Program

Enclosures: Inspection Report

c: Mr. Wayne Davids - twofoldwater@gmail.com
FDEP: Alisha Simpson, Vincent Clark, Joni Petry, Katrina Hill

Florida Department of Environmental Protection

Northeast District Public Water System Sanitary Survey Inspection Report

Water system: St. John's River Club Utilities		System PWS #: 2544266	Survey date: 5/23/2017
Facility type class: Community - (5D)		Source type: Ground	4-Log approved: No
Facility address: 100 Bayou Drive, Satsuma, Florida 32189			
Facility phone(s): 386-471-1804		Facility email/fax: rachelwachs@aol.com	
Facility contact: Ms. Rachel Wachs		Facility contact phone(s): 601-308-4683	
Facility contact email/fax: rachelwachs@aol.com			
Owner name: Ms. Rachel Wachs		Company name: St. John's River Club Utilities, LLC	
Owner/Corp address: 215 W. Church Road, Suite 105		City: Kings of Prussia	State: PA Zip: 19406
Owner/Corp phone(s): 601-308-4683		Owner e-contact(s): rachelwachs@aol.com	
Operator name: Mr. Wayne Davids		Certification: C-0012391	
Operator phone(s): (352)475-2248		Operator email/fax: twofoldwater@gmail.com	
On-site Rep: Mr. Randy	Immediate Action Required?: No		Inspection recap given? Yes

SERVICE AREA CHARACTERISTICS

Subdivision _____
 Food Service: Yes No N/A

GENERAL INFORMATION

Number of Service Connections 85
 Population Served 170 Basis Verify Population
 Plant Design Capacity 86,400 gpd
 Basis Permit 0080357-004-WC
 Average Day (from MORs) 6,481 gpd
 Max. Day (from MORs) 24,700 gpd
 Total Storage Capacity 1,250 gallons
 Comments Total Useful Storage = 1/2 Hydro Tank

LOCATION

Latitude 29° 34' 48.7596" North
 Longitude 81° 40' 20.4812" West
 GPS: No Date: DPHO 6/3/2008
 Directions Take I-95S to exit 311, then take FL-207S for ~19.3mi. Turn left onto US-17S, go ~8.3mi. Turn onto East Buffalo Bluff Road. Office is on the right. Water plant is in the far left corner of the property.

OPERATION & MAINTENANCE

Certified Operator: Yes No Not required
 Plant visits conducted by: Mr. Wayne Davids (Two Fold Water) and Mr. Randy (Facility Maintenance)
 O&M Log: Yes No O&M Manual: Yes No
 Visitation Frequency
 Hrs/day: Required N/A Actual N/A
 Hrs/wk: Required 0.3 Actual 0.3+
 Days/wk: Required 3 Actual ~5
 Non-consecutive Days? Yes No N/A
 MORs submitted regularly? Yes No N/A
 Data missing from MORs? No Yes N/A
 *Logbook only contains May 2017 upon new operator start date. No logbooks available prior to May 2017.
 *Time-in and time-out is not being entered consistently in the logbook.
 *MORs missing for: 3/2015, 3/2016, 12/2016, 4/2017.

RAW WATER SOURCE

GROUND; Number of Wells 3
 SURFACE/UDI; Source _____
 PURCHASED from PWS ID # _____
 Emergency Water Source _____
 Emergency Water Capacity _____

AUXILIARY POWER SOURCE

Yes None Not Required
 Source _____
 Capacity of Standby (kW) _____
 Switchover: Automatic Manual
 Standby Plan: Yes No
 Hrs Operated Under Load _____
 What equipment does it operate?
 Well pumps _____
 High Service Pumps _____
 Treatment Equipment _____
 Satisfy 1/2 max-day demand? Yes No Unk
 Comments _____

TREATMENT PROCESSES IN USE

Hypochlorination, Inline Venturi aerators at the wells, AquaMag for Iron sequestration
 Is additional treatment needed? Yes No
 If so, for control of what deficiencies?
None at the time

DISTRIBUTION SYSTEM

Flow Measuring Device Flow Meter
 Meter Size & Type 1" Neptune Inline at each well
 Meter tested w/i 5 yrs? Yes No Unk N/A
 Backflow Prevention: Yes No
 Cross-connections None noted
 Cross-connection Control Program: Yes No N/A
 Coliform Sampling Plan: Yes No
 Stage 2 DBPs Sampling Plan: Yes No N/A
 Lead & Copper Sampling Plan: Yes No N/A
 Comments *No flow meters calibration reports on file.
*Submit RTCR Sample Siting Plans

GROUND WATER SOURCE

Well Number (PWS Identification)		1	2	3
Well Name (System Identification)		Well #1	Well #2	Well #3
Year Drilled		1984	1984	2007
Depth Drilled		80'	80'	100'
Latitude		29° 34' 48.8969" N	29° 34' 48.3310" N	29° 34' 48.7639" N
Longitude		81° 40' 21.1010" W	81° 40' 20.6289" W	81° 40' 20.5447" W
GPS (Y or N) / Date (if applicable)		N / DPHO 7-16-1997	N / DPHO 7-16-1997	N / DPHO 6-4-2008
Florida Well ID		AAC1860	AAC1861	AAL1762
Static Water Level		<i>Unknown</i>	<i>Unknown</i>	<i>Unknown</i>
Normal Yield (if different than rated capacity)		<i>Unknown</i>	<i>Unknown</i>	<i>Unknown</i>
Strainer		<i>Unknown</i>	<i>Unknown</i>	<i>Unknown</i>
Length (outside casing)		60'	60'	60'
Diameter (outside casing)		4"	4"	4"
Material (outside casing)		Blacksteel	Blacksteel	PVC
Well Contamination History		None	None	None
Is inundation of well possible?		Not likely	Not likely	Not likely
6' X 6' X 4" Concrete Pad		Ok	Ok	Ok
SET BACKS	Septic Tank	Ok	Ok	Ok
	Reuse Water	None in area	None in area	None in area
	WW Plumbing	Ok	Ok	Ok
	Other Sanitary Hazard	None noted	None noted	None noted
PUMP	Type	Submersible	Submersible	Submersible
	Manufacturer Name	Grundfos	Grundfos	Grundfos
	Model Number	25S	25S	25S
	Rated Capacity (gpm)	~25	~25	~25
	Motor Horsepower	1	1	1
Well casing 12" above grade?		Ok	Ok	Ok
Well Casing Sanitary Seal		Ok*	Ok*	Ok*
Raw Water Sampling Tap		Ok	Ok	Ok
Above Ground Check Valve		Ok	Ok	Ok
Fence/Housing		Locked fence	Locked fence	Locked fence
Well Vent Protection		Ok	Ok	Ok

COMMENTS *Minor rust on well casings and sanitary seals. Recommend sand and paint prior to next inspection.

CHLORINATION (Disinfection)

Type: Hypo-Chlorination
 Make Pulsafeeder Capacity 30 gpd
 Chlorine Feed Rate Set at 30%
 Avg. Amount of Cl₂ gas used N/A
 Chlorine Residuals: Plant 0.99 Remote 0.48
 Remote tap location WWTP
 DPD Test Kit: On-site With operator
 None Not Used Daily
 Injection Points Prior to hydro tank
 Booster Pump Info N/A
 Comments _____

Chlorine Gas Use Requirements	YES NO		Comments
	YES	NO	
Dual System	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Auto-switchover	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Alarms:			N/A
Loss of Cl ₂ capability	<input type="checkbox"/>	<input type="checkbox"/>	
Loss of Cl ₂ residual	<input type="checkbox"/>	<input type="checkbox"/>	
Cl ₂ leak detection	<input type="checkbox"/>	<input type="checkbox"/>	
Scale	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Chained Cylinders	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Reserve Supply	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Adequate Air-pak	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Sign of Leaks	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Fresh Ammonia	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Room Lighting	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Warning Signs	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Repair Kits	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Fitted Wrench	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Housing/Protection	<input type="checkbox"/>	<input type="checkbox"/>	N/A

AERATION (Gases, Fe, & Mn Removal)

Type Inline Venturi Capacity Unknown
 Aerator Condition Good
 Bloodworm Presence None seen
 Visible Algae Growth None seen
 Protective Screen Condition N/A
 Comments Inline Venturi aerators located at each well.

STORAGE FACILITIES

(B) Bladder (CW) Clearwell (C) Contact (E) Elevated (G) Ground (H) Hydropneumatic (S.C.) See Comments

Tank Type/Number	H		
Capacity (gal)	2,500		
Material	Steel		
By-pass Piping	Yes		
Gravity Drain	Yes		
PRV/ARV	PRV		
Protected Openings	Yes		
Pressure Gauge	Yes		
Sight Glass or Level Indicator	N/A		
Fittings for Sight Glass	N/A		
Access Padlocked	Yes		
Last Inspection Date (for tanks with access manholes)	12/2016		
On/Off Pressure	30/50		
Height to Bottom of Elevated Tank	N/A		
Height to Max. Water Level	N/A		

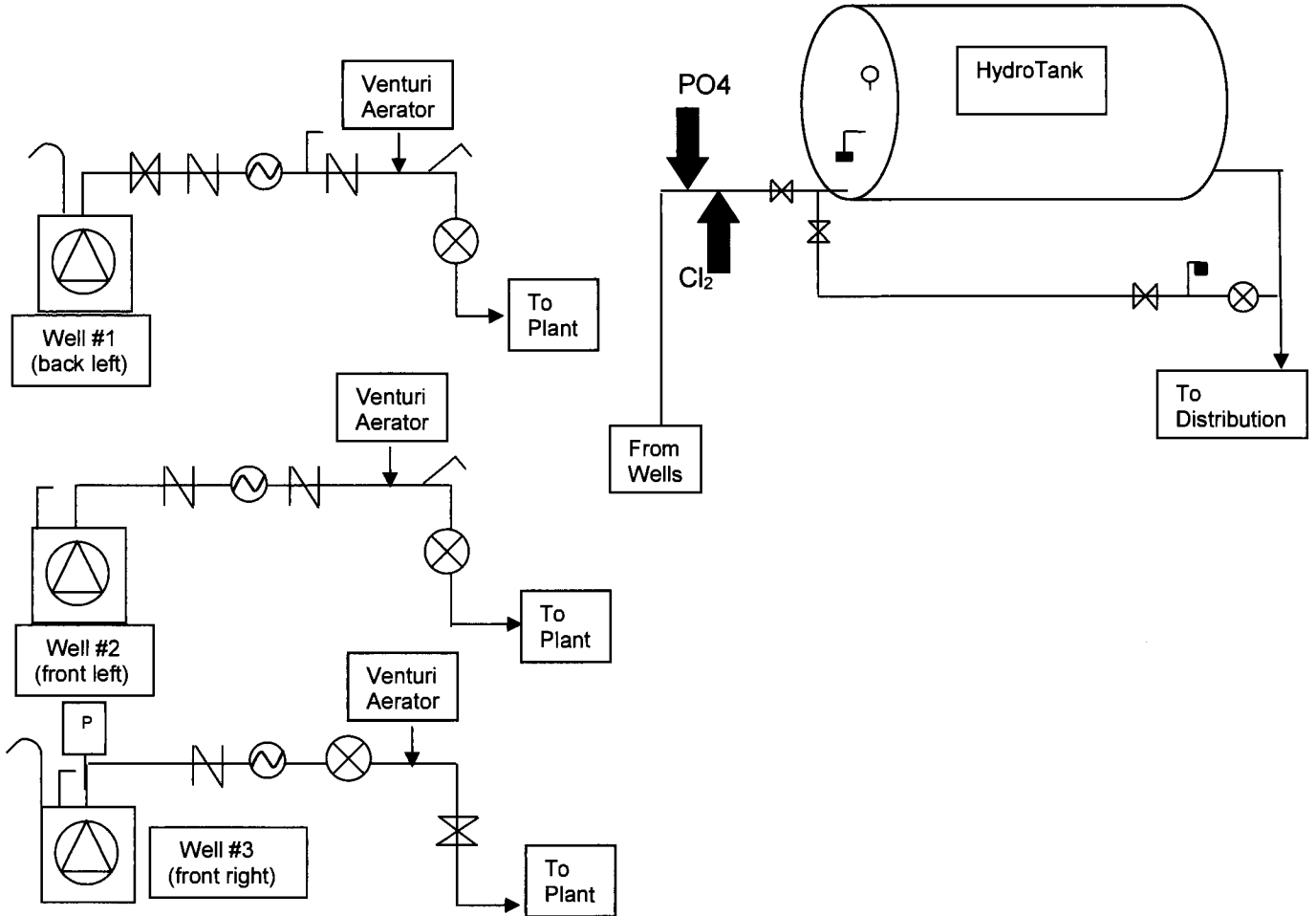
Comments Pressure: 32 psi

CHEMICAL TREATMENT PUMPS

Pump Number	1		
Type	Peristaltic		
Make	Unidose		
Model	U021-281		
Capacity (gpm)	12		
Motor HP	N/A		
Date Installed	Unknown		
Maintenance	Good		

Comments Pump is used to inject polyphosphate for iron sequestration, prior to hypochlorination near the hydro tank.
Feed rate set at ~5%.

SCHEMATIC (not to scale):



SCHEMATIC KEY

Well w/submersible pump		Flow meter		Raw tap	
Ball valve (Opened)		Pressure gauge		Threaded tap w/HBVB	
Gate valve (Opened)		Check valve		Well vent	
				Pressure relief valve	

Monitoring Schedule					
Chemical	Next Due	Comments	Chemical	Next Due	Comments
Bacteriologicals	Monthly		VOCs	2018	
Disinfectant Levels	Monthly	with Bacteriologicals	SOCs	2018	
Nitrate & Nitrite	2018	last sampled 5/15/17	Rads	2021	
Inorganics	2018		DBPs	2017	Stage 2, Jul-Sep
Asbestos	2021		Pb-Cu	2018	Jun-Sep
Secondaries	2018		WQPs	N/A	

*Sample locations vary. If you have any questions, please contact your inspector.

MONITORING VIOLATIONS	MCL VIOLATIONS
7/2015: Public Notice not received for 3Q 2014 missed DBP sampling.	11/2015: Iron MCL
2015: Missed Lead and Copper sampling	

MONITORING COMMENTS:

DEFICIENCIES:

#	Deficiency	Rule Reference	Corrective Action	Severity	Corrected
1	The Operation and Maintenance (O&M) logbook only contains the month of May 2017 up to the inspection	62-555.350(12)(a), 62-602.650(4)	O&M logbook must contain all specific plant operation and maintenance activities for at least the previous three months.	Minor	N
2	The time-in and time-out is not being entered consistently in the logbook.	62-602.650(4)	Please ensure representatives are signing into the logbook, and noting the time of arrival and time of departure from the water plant. Please also ensure the pages are consecutively numbered (62-602.650(4)).	Minor	N
3	Monthly operation report(s) (MORs) are missing for: March 2015, March 2016, December 2016, and April 2017 (62-555.350(12)(b))	62-555.350(12)(b)	Submit a copy of the MOR(s) to the Department.	Minor	N

4	No record that the calibration of the finished-drinking-water flow meter has been checked	62-555.350(2)	Have flow meter calibrated and submit report for review. The calibration of finished-drinking-water flow meters should be checked at least once every 5 years.	Minor	N
5	No Revised Total Coliform Rule (RTCR) bacteriological sampling plan on file	62-550.830	Submit a RTCR Sampling Plan for review (62-550.830).	Minor	N

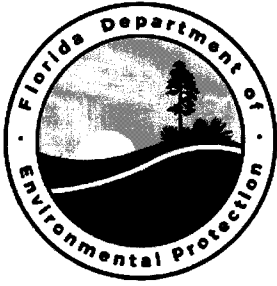
Any deficiency marked with an asterisk (*) is a repeat violation.

ADDITIONAL COMMENTS:

5/24/17: emailed list of inspection deficiencies to Mrs. Rachel Wachs and Mr. Wayne Davids (Two Fold).
6/8/17: emailed Mrs. Wachs and Mr. Davids for follow-up on status of deficiency corrections. Received response from Mrs. Wachs.

Inspector: 
 Katrina Hill, Environmental Specialist II (904) 256-1655
 katrina.hill@dep.state.fl.us

Approved by: 
 Joni Petry, Environmental Consultant



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

March 21, 2016

Ms. Rachel A. Wachs, Managing Partner
St. Johns River Club LLC
215 West Church Road Suite 105
King of Prussia, Pennsylvania 19406
rachelwachs@aol.com

**Re: St. Johns River Club WWTF
FLA011717
Putnam County**

Dear Ms. Wachs:

Department personnel conducted a wastewater compliance inspection of the above-referenced facility on January 29, 2016. Based on the information provided during the inspection, the facility was determined to be in compliance with the Department's wastewater rules and regulations. A copy of the inspection report is attached for your records.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Herndon Sims at (904) 256-1612 or via email at herndon.sims@dep.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent Clark".

Vincent Clark
Environmental Manager
Compliance Assurance Program

VC/hs/bb

Attachment

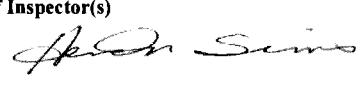

c: William McGowan, wdmfges@yahoo.com

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility		WAFR ID:	County	Entry Date/Time
St. Johns River WWTF		FLA011717	Putnam	1/29/2016
100 Bayou Drive			Phone	@ Exit Date/Time
Satsuma, Florida 32189			(610) 768-5885	1/29/2016
Name(s) of Field Representatives(s)	Title	Email	Phone	
William McGowan	Operator	wdmfges@yahoo.com	(386) 437-0116	
Name and Address of Permittee or Designated Representative		Title	Phone	@ Operator Certification #
Rachel A. Wachs		Managing Partner	(610) 768-5885	
215 West Church Road, Suite 105		Email		
King of Prussia, Pennsylvania, 19406		RachelWachs@aol.com		
Inspection Type	<input type="checkbox"/> C	<input type="checkbox"/> E	<input type="checkbox"/> I	<input type="checkbox"/>
	Samples Taken(Y/N): N		@ Sample ID#:	Samples Split (Y/N):
<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Industrial		Were Photos Taken(Y/N): N	@ Log book Volume :
			@ Page	

FACILITY COMPLIANCE AREAS EVALUATED							
IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance; SC: Significant Non-Compliance; NA: Not Applicable; NE or Blank: Not Evaluated							
Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"							
	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
IC	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids/Sludge
						NA	12. Groundwater
NA	14. Other:					NA	13. SSO Survey

Facility and/or Order Compliance Status: <input checked="" type="checkbox"/> In-Compliance <input type="checkbox"/> Out-Of-Compliance <input type="checkbox"/> Significant-Out-Of-Compliance		
Recommended Actions: See attached Field Notes		
Name(s) and Signature(s) of Inspector(s)	District Office/Phone Number	Date
Herndon Sims 	NED/ (904) 256-1612	03/18/2016
@ Signature of Reviewer	District Office/Phone Number	Date
Ed Jamro 	NED/ (904) 256-1617	03/21/2016

Single Event Violation Codes(s):

INSPECTION REPORT SUMMARY

Facility Name: St. Johns River Club WWTF
Facility ID: FLA011717
Inspection Type: CEI
Inspection Date: 1/29/2016

FACILITY BACKGROUND:

Facility Address: 100 Bayou Drive, Satsuma, FL, Putnam County
Program/ Permit Information: DW, permit issue date: 4/12/2012, expiration date: 4/11/2022
Treatment Summary: Extended aeration WWTF with chlorinated effluent to two percolation/evaporation ponds
Permitted Capacity: 0.0099 MGD

1. **Permit:** RATING - IN COMPLIANCE

1.1 **Observation:** A copy of the permit was onsite and available to plant personnel.

2. **Compliance Schedules:** RATING - IN COMPLIANCE

2.1 **Observation:** The schedules specified in the permit below have been completed.

Improvement Action	Completion Date
1. Clean and scarify north percolation pond.	Done-9/4/2012
2. Repair fencing surrounding percolation pond.	Done-9/4/2012

3. **Laboratory:** RATING - IN COMPLIANCE

3.1 **Observation:** The contract laboratory is certified by the Department of Health.

4. **Sampling:** RATING - IN COMPLIANCE

4.1 **Observation:** Calibrations on pH and chlorine meters were being performed.

4.2 **Observation:** Calibration standards/buffers were within the expiration dates.

4.3 **Observation:** Safe and dry access to influent and effluent sampling points are provided.

4.4 **Observation:** Sample collection is being performed in accordance with DEP-SOP-001/01.

5. **Records and Reports:** RATING - IN COMPLIANCE

5.1 **Observation:** *General* - A copy of the current laboratory certification was available during the inspection.

5.2 **Observation:** *General* - Operators' certification(s) were current and available on-site.

5.3 **Observation:** *General* - The certified operator's daily logbook was being completed as required.

6. **Facility Site Review:** RATING - IN COMPLIANCE

6.1 **Observation:** *General* - The facility grounds were secured properly.

6.2 **Observation:** *General* - The facility grounds were clean and well maintained.

6.3 **Observation:** *Backflow Prevention* - A reduced pressure zone (RPZ) backflow prevention device was in place on the potable water supply line. The RPZ was inspected in December 2015.

Facility Name: St. Johns River WWTF

Inspection Date: 1/29/2016

- 6.4 **Observation:** *Backflow Prevention* - The reduced pressure zone backflow prevention device was free from leaks and necessary repair.
- 6.5 **Observation:** *LiftStations* – The lift station warning system was operating satisfactorily.
- 6.6 **Observation:** *LiftStations* - Warning signs with an emergency telephone number were posted.
- 6.7 **Observation:** *LiftStations* - The lift station cover was locked.
- 6.8 **Observation:** *AerationBasins/Act.Sludge* - The contents in the aeration chambers appeared to be adequately mixed.
- 6.9 **Observation:** *AerationBasins/Act.Sludge* - The time clock for the aeration system control was operational.
- 6.10 **Observation:** *AerationBasins/Act.Sludge* - The RAS line appeared to be properly located.
- 6.11 **Observation:** *Blowers/Motors* - The blower was operational at the time of the inspection.
- 6.12 **Observation:** *Blowers/Motors* - The secondary blower motor was operational.
- 6.13 **Observation:** *Blowers/Motors* - The blowers were equipped with belt guards.
- 6.14 **Observation:** *Clarifiers* - The clarifier weir appeared to be level.
- 6.15 **Observation:** *Clarifiers* - The skimmer appeared to be functioning properly.
- 6.16 **Observation:** *Clarifiers* - The clarifier had good settling and effluent appeared clear.
- 6.17 **Observation:** *Digesters* - The digester was free from excessive odors.
- 6.18 **Observation:** *Digesters* - The digester was free from excessive foaming.
- 6.19 **Observation:** *Ponds/Lagoons* - The percolation ponds appeared to have adequate freeboard space.
- 6.20 **Observation:** *Ponds/Lagoons* - The percolation ponds were properly secured to prevent unauthorized access.
- 6.21 **Observation:** *Ponds/Lagoons* - The percolation pond berms were properly stabilized.
7. **Flow Measurement:** RATING - IN COMPLIANCE
- 7.1 **Observation:** The flow measurement device was operating properly.
- 7.2 **Observation:** The annual calibration check was conducted October 2015.
8. **Operation and Maintenance:** RATING - IN COMPLIANCE
- 8.1 **Observation:** *General* - The facility was operated and maintained in accordance with the description in the permit.
- 8.2 **Observation:** *General* - A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.
9. **Effluent Quality:** RATING - IN COMPLIANCE
- 9.1 **Observation:** Based on the submitted DMRs, the final effluent chlorine residual was within the acceptable range.
- 9.2 **Observation:** Based on the submitted DMRs, the final effluent met the minimum/maximum criteria for pH.

Facility Name: St. Johns River WWTF
Inspection Date: 1/29/2016

9.3 **Observation:** A review of the Discharge Monitoring Reports from August 2012 to January 2016 revealed the following effluent exceedance(s):

Date	Parameter	Result	Permit Limit	Statistical Base	Unit
9/30/15	Solids, Total Suspended	25	20	ANNL AVG	mg/L

Due to the magnitude and frequency, this exceedance is not considered a chronic or a significant permit violation.

10. **Effluent Disposal:** RATING - IN COMPLIANCE

- 10.1 **Observation:** *General* - The facility was discharging at the time of the inspection.
- 10.2 **Observation:** *General* - The percolation/evaporation ponds appeared to be well maintained.
- 10.3 **Observation:** *General* - The effluent was free from excessive turbidity.
- 10.4 **Observation:** *General* - The effluent was free from excessive foam.
- 10.5 **Observation:** *General* - The effluent was free from visible sheen.

11. **Biosolids/Sludge:** RATING - IN COMPLIANCE

- 11.1 **Observation:** *General* – The biosolids are hauled to biosolids management facility for treatment and disposal.
- 11.2 **Observation:** *General* – The hauling records were satisfactory.

12. **Groundwater Quality:** RATING - NOT APPLICABLE

- 12.1 **Observation:** No observations were recorded.

13. **SSO Survey:** RATING - NOT APPLICABLE

- 13.1 **Observation:** No observations were recorded.

14. **Other:** RATING - NOT APPLICABLE

- 14.1 **Observation:** No observations were recorded.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

PUBLIC WATER SYSTEM INFORMATION (to be completed by sampler - please type or print legibly)

System Name: ST. JOHN'S RIVER CLUB UTILITIES PWS I.D. #

2	5	4	4	2	6	6
---	---	---	---	---	---	---

System Type (check one): Community Nontransient Noncommunity Transient Noncommunity

Address: BUFFALO BLUFF RD. AT BAYOU DR.

City: PALATKA ZIP Code: 32085

Phone #: (386)471-1804 Fax #: _____ E-Mail Address: WDMFGES@YAHOO.COM

SAMPLE INFORMATION (to be completed by sampler)

Sample Number: 375843DW1 Sample Date: 08/22/2018 Sample Time: 04:45 AM PM (Circle One)

Sample Location (be specific): Entry Point to Distribution n Code: Entry Point to Distribution

Disinfectant Residual (required when reporting trihalomethanes and haloacetic acids): _____ mg/L Field pH: _____

Sample Type (Check Only One)

- Distribution
- Entry Point (to Distribution)
- Plant Tap (not for compliance with 62-550)
- Raw (at well or intake)
- Max Residence Time
- Avg Residence Time
- Near First Customer

Reason(s) for Sample (Check all that apply)

- Routine Compliance (with 62-550)
- Confirmation of MCL Exceedance*
- Composite of Multiple Sites **
- Other: _____
- Replacement (of Invalidated Sample)
- Special (not for compliance with 62-550)
- Clearance (permitting)
- Sampling Procedure Used or Other Comments: _____


* See 62-550.500(6) for requirements and restrictions
And 62-550.512(3) for nitrate or nitrite exceedances.

** See 62-550.550(4) for requirements and
attach a results page for each site.

SAMPLER CERTIFICATION

I, Wayne Davids, Operator, do HEREBY CERTIFY
(Print Name) (Print Title)

that the above public water system and collection information is complete and correct.

Signature:  Date: 09-11-18
Certified Operator #: C12391 Phone #: 352-475-2248 Sampler's Fax: 352-475-5389
Sampler's E-Mail: twofoldwater@gmail.com

RECEIVED
By bobbitt_b at 10:27 am, Sep 12, 2018

REVIEWED
By Adriana Marceaux at 1:54 pm, Sep 12, 2018

**Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format**

LABORATORY CERTIFICATION INFORMATION (to be completed by lab - please type or print legibly)

Lab Name: Flowers Chemical Laboratories, Inc.

Florida DOH Certification #: E83018

Certification Expiration Date: 6/30/2019

ATTACH CURRENT DOH ANALYTE SHEET*

Address: P. O. Box 150597, Altamonte Springs, FL 32715-0597

Phone #: 407-339-5984

Were any analyses subcontracted? Yes No If yes, please provide DOH certification number(s): _____

ATTACH DOH ANALYTE SHEET FOR EACH SUBCONTRACTED LAB*

ANALYSIS INFORMATION(to be completed by lab)

Date Sample(s) Received: 08/23/18

PWS ID (From Page 1): 2544266

Sample Number (From Page 1): 375843DW1

Lab Assigned Report # or Job ID: 375843

Group(s) analyzed and results attached for compliance with Chapter 62-550, F.A.C. (check all that apply)

<u>Inorganics</u>	<u>Synthetic Organics</u>	<u>Volatile Organics</u>	<u>Disinfection Byproducts</u>	<u>Radionuclides</u>	<u>Secondaries</u>
<input checked="" type="checkbox"/> All Except Asbestos	<input type="checkbox"/> All 30	<input checked="" type="checkbox"/> All 21	<input type="checkbox"/> Trihalomethanes	<input type="checkbox"/> Single Sample	<input checked="" type="checkbox"/> All 14
<input type="checkbox"/> Partial	<input type="checkbox"/> All Except Dioxin	<input type="checkbox"/> Partial	<input type="checkbox"/> Haloacetic Acids	<input type="checkbox"/> Qtrly Composite**	<input type="checkbox"/> Partial
<input type="checkbox"/> Nitrate	<input type="checkbox"/> Partial		<input type="checkbox"/> Chlorite		
<input type="checkbox"/> Nitrite	<input type="checkbox"/> Dioxin Only		<input type="checkbox"/> Bromate		
<input type="checkbox"/> Asbestos					

LAB CERTIFICATION

I, Jefferson S. Flowers, Technical Director, do HEREBY CERTIFY that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Signature:



Date: 08/30/18

* Failure to provide a valid and current Florida DOH certification number and a current Analyte Sheet for the attached analysis results will result in rejection of the report and possible enforcement against the public water system for failure to sample, and may result in notification of the DOH Bureau of Laboratory Services.

** Please provide radiological sample dates & locations for each quarter.

CONFIRMATION AND NOTIFICATION IS REQUIRED WITHIN 24 HRS FOR NITRATE MCL EXCEEDANCES

NON-DETECTS ARE TO BE REPORTED AS THE MDL WITH A "U" QUALIFIER. (Non-detects reported as "BDL" or with a "<" are not acceptable.)

Compliance Determination (to be completed by DEP or DOH - attach notes as necessary)

Sample Collection & Analysis Satisfactory Yes No _____ Replacement Sample or Report Requested (circle or highlight group(s) above)

Person Notified: _____ Date Notified: _____ DEP/DOH Reviewing Official: _____

REVIEWED
By Adriana Marceaux at 1:54 pm, Sep 12, 2018

**Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format**

INORGANIC CONTAMINANTS
62-550.310(1)

Report Number / Job ID: 375843DW1
PWS ID (From Page 1): 2544266

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Cert #
1038	Nitrate+Nitrite(as N)	10	mg/L	0.200	U	EPA300.0	0.200	08/24/18		E83018
1040	Nitrate (as N)	10	mg/L	0.200	U	EPA300.0	0.200	08/24/18	12:00 PM	E83018
1041	Nitrite (as N)	1	mg/L	0.200	U	EPA300.0	0.200	08/24/18	12:00 PM	E83018
1005	Arsenic	0.010	mg/L	0.00230		EPA200.8	0.00100	08/28/18		E83018
1010	Barium	2	mg/L	0.0104		EPA200.8	0.00200	08/28/18		E83018
1015	Cadmium	0.005	mg/L	0.00100	U	EPA200.8	0.00100	08/28/18		E83018
1020	Chromium	0.1	mg/L	0.00150		EPA200.8	0.00100	08/28/18		E83018
1024	Cyanide	0.2	mg/L	0.00500	U	SM4500CN-E	0.00500	08/29/18		E83018
1025	Fluoride	4	mg/L	0.200	U	EPA300.0	0.200	08/24/18		E83018
1030	Lead	0.015	mg/L	0.00160		EPA200.8	0.00100	08/28/18		E83018
1035	Mercury	0.002	mg/L	0.0000200	U	EPA245.1	0.0000200	08/30/18		E83018
1036	Nickel	0.1	mg/L	0.00100	U	EPA200.8	0.00100	08/28/18		E83018
1045	Selenium	0.05	mg/L	0.00200	U	EPA200.8	0.00200	08/28/18		E83018
1052	Sodium	160	mg/L	37.8		EPA200.7	0.500	08/28/18		E83018
1074	Antimony	0.006	mg/L	0.00100	U	EPA200.8	0.00100	08/28/18		E83018
1075	Beryllium	0.004	mg/L	0.000500	U	EPA200.8	0.000500	08/28/18		E83018
1085	Thallium	0.002	mg/L	0.00100	U	EPA200.8	0.00100	08/28/18		E83018

REVIEWED

By Adriana Marceaux at 1:54 pm, Sep 12, 2018

**Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format**

SECONDARY CONTAMINANTS
62-550.320

Report Number / Job ID: 375843DW1
PWS ID (From Page 1): 2544266

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Cert #
1002	Aluminum	0.2	mg/L	0.0100	U	EPA200.8	0.0100	08/28/18		E83018
1017	Chloride	250	mg/L	90.1		EPA300.0	0.400	08/24/18		E83018
1022	Copper	1	mg/L	0.0131		EPA200.8	0.00100	08/28/18		E83018
1025	Fluoride	2	mg/L	0.200	U	EPA300.0	0.200	08/24/18		E83018
1028	Iron	0.3	mg/L	0.436		EPA200.7	0.0100	08/28/18		E83018
1032	Manganese	0.05	mg/L	0.0153		EPA200.7	0.0100	08/28/18		E83018
1050	Silver	0.1	mg/L	0.000500	U	EPA200.8	0.000500	08/28/18		E83018
1055	Sulfate	250	mg/L	2.93		EPA300.0	1.00	08/24/18		E83018
1095	Zinc	5	mg/L	0.0184		EPA200.8	0.0100	08/28/18		E83018
1905	Color	15	CU	5.00	U	SM2120 B	5.00	08/24/18	09:55 AM	E83018
1920	Odor	3	TON@40C	1.00	U	SM2150 B	1.00	08/23/18	02:00 PM	E83018
1925	pH	6.5 -8.5	pH	7.12		SM4500-H B	0.0100	08/23/18	05:41 PM	E83018
1930	Total Dissolved Solids	500	mg/L	280		SM2540 C	2.50	08/25/18		E83018
2905	Foaming Agents	0.5	mg/L	0.200	U	SM5540 C	0.200	08/24/18	01:00 PM	E83018

REVIEWED
By Adriana Marceaux at 1:54 pm, Sep 12, 2018

**Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format**

VOLATILE ORGANICS
62-550.310(2)(b)

Report Number / Job ID: 375843DW1
PWS ID (From Page 1): 2544266

Contarr ID	Contam Name	MCL	Units	Analysis Result	Qualifier	Analytical Method	Lab MDL	RDL	Analysis Date	Analysis Time	DOH Lab Cert #
2378	1,2,4,-trichlorobenzene	70	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2380	cis-1,2-Dichloroethylene	70	ug/L	0.200	U	EPA524.2	0.200	0.5	08/24/18		E83018
2955	Xylenes	10000	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2964	Dichloromethane	5	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2968	o-dichlorobenzene	600	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2969	Para-dichlorobenzene	75	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2976	Vinyl Chloride	1	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2977	1,1-Dichloroethylene	7	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2979	trans-1,2-Dichloroethylene	100	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2980	1,2-Dichloroethane	3	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2981	1,1,1-trichloroethane	200	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2982	Carbon tetrachloride	3	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2983	1,2-dichloropropane	5	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2984	Trichloroethylene	3	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2985	1,1,2-trichloroethane	5	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2987	Tetrachloroethylene	3	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2989	Monochlorobenzene	100	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2990	Benzene	1	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2991	Toluene	1000	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2992	Ethylbenzene	700	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018
2996	Styrene	100	ug/L	0.500	U	EPA524.2	0.500	0.5	08/24/18		E83018

REVIEWED
By Adriana Marceaux at 1:54 pm, Sep 12, 2018

Client Name Two Fold Water Engineering		Contact / Phone: Rick Tisdale 352-475-2248
Project Name / Location St Johns River Club Util PWS 2544266		Turn Around Time Requested (*Surcharges may apply) 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 5 Bus. Days <input type="checkbox"/> 10 Bus. Days <input checked="" type="checkbox"/>

Samplers: (Signature)

SAL Use Only		PARAMETER / CONTAINER DESCRIPTION															
		Matrix	Composite	Grab	Primary Inorganics	Secondary Contaminants	VOCs						No. of Containers (Total per each location)				
Sample No.	375843DW1	Date	Time	Matrix	Composite	Grab	Primary Inorganics	Secondary Contaminants	VOCs								
	Entry Point to Distribution	8/22/18	16:45	DW		X	X	X	X								

REVIEWED
By Adriana Marceaux at 1:54 pm, Sep 12, 2018

Containers Prepared/ Relinquished: Relinquished: Relinquished: Relinquished:	Date/Time:	Received: 	Date/Time:	Seal intact? Y N N/A	Instructions / Remarks
		Received: 	Date/Time: 8/23/18	Samples intact upon arrival? Y N N/A	
		Received: mm/mm	Date/Time: 8/23 13:55	Received on ice? Temp _____ Y N N/A	
				Proper preservatives indicated? Y N N/A	
				Rec'd within holding time? Y N N/A	
				Volatiles rec'd w/out headspace Y N N/A	
				Proper containers used? Y N N/A	

Laboratories Certified Under NELAP by the Florida Department of Health

Listing of Organization FOAs Query Results

Database Version: 02/04/2017 08:30:00

Laboratory Name Flowers Chemical Laboratories

DOH ID: E83018

Matrix	Category	Analyte	Analyte Code	Method	Method Code	Certification Date
Drinking Water	Group I Unregulated Contaminants	Aldrin	7025	EPA 505	10083202	6/1/2001
Drinking Water	Group I Unregulated Contaminants	Dieldrin	7470	EPA 505	10083202	6/1/2001
Drinking Water	Group I Unregulated Contaminants	Aldicarb (Temk)	7010	EPA 531.1	10090809	6/1/2001
Drinking Water	Group I Unregulated Contaminants	Aldicarb sulfone	7015	EPA 531.1	10090809	6/1/2001
Drinking Water	Group I Unregulated Contaminants	Aldicarb sulfoxide	7020	EPA 531.1	10090809	4/23/2015
Drinking Water	Group I Unregulated Contaminants	Methomyl (Lannate)	7805	EPA 531.1	10090809	10/23/2003
Drinking Water	Group I Unregulated Contaminants	Bromochloroacetic acid	9315	EPA 552.2	10095600	3/14/2003
Drinking Water	Group I Unregulated Contaminants	Bromoacetic acid	9312	EPA 552.3	1234	4/23/2015
Drinking Water	Group I Unregulated Contaminants	Chloroacetic acid	9336	EPA 552.3	1234	4/23/2015
Drinking Water	Group I Unregulated Contaminants	Dibromoacetic acid	9357	EPA 552.3	1234	4/23/2015
Drinking Water	Group I Unregulated Contaminants	Dichloroacetic acid	9360	EPA 552.3	1234	4/23/2015
Drinking Water	Group I Unregulated Contaminants	Trichloroacetic acid	9642	EPA 552.3	1234	4/23/2015
Drinking Water	Group II Unregulated Contaminants	1,2,3-Trichloropropane	5180	EPA 504.1	10082607	3/14/2003
Drinking Water	Group II Unregulated Contaminants	1,1,1,2-Tetrachloroethane	5105	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,1,2,2-Tetrachloroethane	5110	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,1-Dichloroethane	4630	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,1-Dichloropropane	4670	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,2,3-Trichlorobenzene	5150	EPA 524.2	10088605	1/28/2013
Drinking Water	Group II Unregulated Contaminants	1,2,4-Trimethylbenzene	5210	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,3,5-Trimethylbenzene	5215	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,3-Dichlorobenzene	4615	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	1,3-Dichloropropane	4660	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	2,2-Dichloropropane	4665	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	2-Butanone (Methyl ethyl ketone, MEK)	4410	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	2-Chlorotoluene	4535	EPA 524.2	10088605	1/28/2013
Drinking Water	Group II Unregulated Contaminants	2-Hexanone	4860	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	4-Chlorotoluene	4540	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	4-Isopropyltoluene	4915	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	4-Methyl-2-pentanone (MIBK)	4995	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Acetone	4315	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Bromobenzene	4385	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Bromochloromethane	4390	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Carbon disulfide	4450	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Chloroethane	4485	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Dibromomethane	4595	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Dichlorodifluoromethane	4625	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Hexachlorobutadiene	4835	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Hexachloroethane	4840	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Iodomethane (Methyl iodide)	4870	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Isopropylbenzene	4900	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Methyl chloride (Chloromethane)	4960	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Methyl tert-butyl ether (MTBE)	5000	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	Trichlorofluoromethane	5175	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	cis-1,3-Dichloropropene	4680	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	n-Butylbenzene	4435	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	n-Propylbenzene	5090	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	sec-Butylbenzene	4440	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	tert-Butylbenzene	4445	EPA 524.2	10088605	6/1/2001
Drinking Water	Group II Unregulated Contaminants	trans-1,3-Dichloropropene	4685	EPA 524.2	10088605	6/1/2001
Drinking Water	Microbiology	Heterotrophic plate count	2555	SM 9215 B	20035205	3/4/2014
Drinking Water	Microbiology	Total coliforms	2500	SM 9222 B	20036800	3/22/2002
Drinking Water	Microbiology	Escherichia coli	2525	SM 9223 B	725	1/6/2015
Drinking Water	Microbiology	Total coliforms	2500	SM 9223 B	725	1/6/2015
Drinking Water	Other Regulated Contaminants	1,1,1-Trichloroethane	5160	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	1,1,2-Trichloroethane	5165	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	1,1-Dichloroethylene	4640	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	1,2,4-Trichlorobenzene	5155	EPA 524.2	10088605	6/8/2006
Drinking Water	Other Regulated Contaminants	1,2-Dichlorobenzene	4610	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	1,2-Dichloroethane	4635	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	1,2-Dichloropropane	4655	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	1,4-Dichlorobenzene	4620	EPA 524.2	10088605	9/12/2006
Drinking Water	Other Regulated Contaminants	Benzene	4375	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Carbon tetrachloride	4455	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Chlorobenzene	4475	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Dichloromethane (DCM, Methylene chloride)	4650	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Ethylbenzene	4765	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Styrene	5100	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Tetrachloroethylene (Perchloroethylene)	5115	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Toluene	5140	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Total trihalomethanes	5205	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Trichloroethylene (Trichloroethylene)	5170	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Vinyl chloride	5235	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	Xylene (total)	5260	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	cis-1,2-Dichloroethylene	4645	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants	trans-1,2-Dichloroethylene	4700	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants, Group II Unregulated Contaminants	Bromodichloromethane	4395	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants, Group II Unregulated Contaminants	Bromoform	4400	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants, Group II Unregulated Contaminants	Chloroform	4505	EPA 524.2	10088605	6/1/2001
Drinking Water	Other Regulated Contaminants, Group II Unregulated Contaminants	Dibromochloromethane	4575	EPA 524.2	10088605	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Calcium	1035	EPA 200.7	10013408	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Magnesium	1085	EPA 200.7	10013408	4/9/2009
Drinking Water	Primary Inorganic Contaminants	Sodium	1155	EPA 200.7	10013408	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Antimony	1005	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Arsenic	1010	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Barium	1015	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Beryllium	1020	EPA 200.8	10014401	3/1/2002
Drinking Water	Primary Inorganic Contaminants	Cadmium	1030	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Chromium	1040	EPA 200.8	10014401	6/1/2001

Drinking Water	Primary Inorganic Contaminants	Lead	1075	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Nickel	1105	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Selenium	1140	EPA 200.8	10014401	3/1/2002
Drinking Water	Primary Inorganic Contaminants	Thallium	1165	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Mercury	1095	EPA 245.1	10036201	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Nitrate	1805	EPA 300.0	10053006	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Nitrite	1835	EPA 300.0	10053006	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Orthophosphate as P	1870	EPA 300.0	10053006	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Bromate	1535	EPA 300.1	10053404	4/23/2015
Drinking Water	Primary Inorganic Contaminants	Bromide	1540	EPA 300.1	10053404	4/23/2015
Drinking Water	Primary Inorganic Contaminants	Chlorate	1570	EPA 300.1	10053404	4/23/2015
Drinking Water	Primary Inorganic Contaminants	Chlorite	1595	EPA 300.1	10053404	4/23/2015
Drinking Water	Primary Inorganic Contaminants	Nitrate as N	1810	EPA 353.2	10067206	3/29/2006
Drinking Water	Primary Inorganic Contaminants	Nitrite as N	1840	EPA 353.2	10067206	3/29/2006
Drinking Water	Primary Inorganic Contaminants	Total nitrate-nitrite	1825	EPA 353.2	10067206	3/29/2006
Drinking Water	Primary Inorganic Contaminants	pH	1900	SM 4500-H+B	20016404	4/9/2009
Drinking Water	Primary Inorganic Contaminants	Cyanide	1635	SM 4500CN-E	20016200	6/1/2001
Drinking Water	Primary Inorganic Contaminants	Total organic carbon	2040	SM 5310 C	20028200	1/28/2013
Drinking Water	Primary Inorganic Contaminants,Secondary Inorganic Contaminants	Copper	1055	EPA 200.8	10014401	6/1/2001
Drinking Water	Primary Inorganic Contaminants,Secondary Inorganic Contaminants	Fluoride	1730	EPA 300.0	10053006	6/1/2001
Drinking Water	Primary Inorganic Contaminants,Secondary Inorganic Contaminants	Sulfate	2000	EPA 300.0	10053006	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Turbidity	2055	EPA 180.1	10011402	3/14/2003
Drinking Water	Secondary Inorganic Contaminants	Iron	1070	EPA 200.7	10013408	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Manganese	1090	EPA 200.7	10013408	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Aluminum	1000	EPA 200.8	10014401	3/1/2002
Drinking Water	Secondary Inorganic Contaminants	Silver	1150	EPA 200.8	10014401	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Vanadium	1185	EPA 200.8	10014401	11/10/2005
Drinking Water	Secondary Inorganic Contaminants	Zinc	1190	EPA 200.8	10014401	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Chloride	1575	EPA 300.0	10053006	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Color	1605	SM 2120 B	20001803	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Odor	1855	SM 2150 B	20002602	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Total dissolved solids	1705	SM 2540 C	20004404	6/1/2001
Drinking Water	Secondary Inorganic Contaminants	Surfactants - MBAS	2025	SM 5540 C	20029009	6/1/2001
Drinking Water	Synthetic Organic Contaminants	1,2-Dibromo-3-chloropropane (DBCP)	4570	EPA 504.1	10082607	6/1/2001
Drinking Water	Synthetic Organic Contaminants	1,2-Dibromoethane (EDB, Ethylene dibromide)	4585	EPA 504.1	10082607	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Chlordane (tech.)	7250	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Endrin	7540	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Heptachlor	7685	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Heptachlor epoxide	7690	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Hexachlorobenzene	6275	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Hexachlorocyclopentadiene	6285	EPA 505	10083202	6/8/2006
Drinking Water	Synthetic Organic Contaminants	Methoxychlor	7810	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	PCBs	8870	EPA 505	10083202	4/6/2011
Drinking Water	Synthetic Organic Contaminants	Toxaphene (Chlorinated camphene)	8250	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	gamma-BHC (Lindane, gamma-Hexachlorocyclohexane)	7120	EPA 505	10083202	6/1/2001
Drinking Water	Synthetic Organic Contaminants	2,4-D	8545	EPA 515.4	884	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Dalapon	8555	EPA 515.4	884	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Dinoseb (2-sec-butyl-4,6-dinitrophenol, DNBP)	8620	EPA 515.4	884	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Pentachlorophenol	6605	EPA 515.4	884	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Picloram	8645	EPA 515.4	884	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Silvex (2,4,5-TP)	8650	EPA 515.4	884	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Alachlor	7005	EPA 525.2	10089608	12/17/2015
Drinking Water	Synthetic Organic Contaminants	Atrazine	7065	EPA 525.2	10089608	12/17/2015
Drinking Water	Synthetic Organic Contaminants	Benzo(a)pyrene	5580	EPA 525.2	10089608	1/2/2007
Drinking Water	Synthetic Organic Contaminants	Di(2-ethylhexyl)adipate	6062	EPA 525.2	10089608	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Simazine	8125	EPA 525.2	10089608	12/17/2015
Drinking Water	Synthetic Organic Contaminants	bis(2-Ethylhexyl) phthalate (DEHP)	6255	EPA 525.2	10089608	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Carbofuran (Furadan)	7205	EPA 531.1	10090809	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Oxamyl	7940	EPA 531.1	10090809	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Glyphosate	9411	EPA 547	10091802	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Endothall	7525	EPA 548.1	10092601	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Diquat	9390	EPA 549.2	10093206	6/1/2001
Drinking Water	Synthetic Organic Contaminants	Total haloacetic acids (HAAs)	9414	EPA 552.2	10095600	5/15/2003

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Public Service Commission

CLASS "C" (A-1) Remove From This Office

WATER AND/OR WASTEWATER UTILITIES

(Gross Revenue of Less Than \$200,000 Each)

ANNUAL REPORT

WS906-17-AR

St. Johns River Club Utility Company, LLC
Exact Legal Name of Respondent

Certificate Number(s)

Submitted To The

STATE OF FLORIDA

RECEIVED
FLORIDA PUBLIC SERVICE
COMMISSION
2018 MAR - 8 AM 8:17
DIVISION OF
ACCOUNTING & FINANCE

PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 2017



5 ARREDONDO AVE
ST. AUGUSTINE, FLORIDA 32080
(904) 586-0048 • NEVILLEWAINIO.COM

ACCOUNTANT'S COMPILATION REPORT

**St. Johns River Club Utility Company, LLC
Satsuma, Florida**

Management is responsible for the accompanying financial statements of St. Johns River Club Utility Company, LLC, which comprise the statements of assets, liabilities, and equity as of December 31, 2017 and 2016, and the related statements of revenues and expenses for the year ended December 31, 2017 in accordance with the requirements of the Public Service Commission of the State of Florida. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not provide an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements included in the accompanying Annual Report are presented in accordance with the requirements of the Public Service Commission of the State of Florida, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

The remaining information not included on the statement of assets, liabilities, and equity and the statement of revenue and expenses has been prepared by management, and we assume no responsibility for such information.

This report is intended solely for the information and use of the Public Service Commission of the State of Florida and Management. The report is not intended to be and should not be used by anyone other than these specified parties.

We are not independent with respect to St. Johns River Club Utility Company, LLC.

Neville Wainio CPAs

St. Augustine, FL

February 12, 2018

GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts for Water and Wastewater Utilities as adopted by Rule 25-30.115 (1), Florida Administrative Code.
2. Interpret all accounting words and phrases in accordance with the Uniform System of Accounts (USOA). Commission Rules and the definitions on next page.
3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truly and completely states the fact.
4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable." Do not omit any pages.
5. Where dates are called for, the month and day should be stated as well as the year.
6. All schedules requiring dollar entries should be rounded to the nearest dollar.
7. Complete this report by means which result in a permanent record. You may use permanent ink or a typewriter. Do not use a pencil.
8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule in the report. Additional pages should reference the appropriate schedules, state the name of the utility, and state the year of the report.
9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule.
10. The utility shall file the original and two copies of the report with the Commission at the address below, and keep a copy for itself. Pursuant to Rule 25-30.110 (3), Florida Administrative Code, the utility must submit the report by March 31 for the preceding year ending December 31.

Florida Public Service Commission
Division of Accounting and Finance
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

11. Pursuant to Rule 25-30.110 (7) (a), Florida Administrative Code, any utility that fails to file its annual report or extension on or before March 31, or within the time specified by any extension approved in writing by the Division of Accounting and Finance, shall be subject to a penalty. The penalty shall be based on the number of calendar days elapsed from March 31, or from an approved extended filing date, until the date of filing. The date of filing shall be included in the days elapsed.

GENERAL DEFINITIONS

ADVANCES FOR CONSTRUCTION - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC) - This account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction purposes and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (Rule 25-30.116, Florida Administrative Code)

AMORTIZATION - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public. (Section 367.021 (3), Florida Statutes)

CONSTRUCTION WORK IN PROGRESS (CWIP) - This account shall include the cost of water or wastewater plant in process of construction, but not yet ready for services. (USOA)

DEPRECIATION - The loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (i), Florida Administrative Code)

EFFLUENT REUSE - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER) - (Rule 25-30.515 (8), Florida Administrative Code)

- (a) 350 gallons per day;
- (b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or
- (c) The number of gallons which has been approved by the DEP for a single family residential unit.

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER) - Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

GUARANTEED REVENUE CHARGE - A charge designed to cover the utility's costs including, but not limited to the cost of the operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

LONG TERM DEBT - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

PROPRIETARY CAPITAL (For proprietorships and partnerships only) - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

RETAINED EARNINGS - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)

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FINANCIAL SECTION

REPORT OF

**St. Johns River Club Utility Company, LLC
(EXACT NAME OF UTILITY)**

<u>215 W Church Rd, #105</u> <u>King of Prussia, PA 19406-3209</u>	<u>100 Bayou Drive</u> <u>Satsuma, FL 32189</u>	<u>Putnam</u>
Mailing Address	Street Address	County

Telephone Number (610) 768-5885 Date Utility First Organized 10/1/2006

Fax Number (610) 768-8478 E-mail Address rachelwachs@aol.com

Sunshine State One-Call of Florida, Inc. Member No. BB1314

Check the business entity of the utility as filed with the Internal Revenue Service:

Individual Sub Chapter S Corporation 1120 Corporation Partnership

Name, Address and Phone where records are located: Rachel Wachs, 215 W Church Rd #105
King of Prussia, PA 19406-3209 (386) 649-1880

Name of subdivisions where services are provided: Bayou Club/St Johns River Club

CONTACTS

Name	Title	Principal Business Address	Salary Charged Utility
Person to send correspondence: <u>Rachel Wachs</u>	<u>MGRM</u>	<u>As Above</u>	
Person who prepared this report: <u>Fredrick J Wainio JR</u>	<u>CPA</u>	<u>5 Arredondo Ave.</u> <u>St. Augustine, FL 32080</u>	
Officers and Managers: <u>Keith Smith</u>	<u>GM</u>	<u>1809 NW 24th St</u> <u>Gainesville, FL 32605</u>	<u>\$ None</u>
<u>Rachel Wachs</u>	<u>Managing Member</u>	<u>215 W Church Rd #105</u> <u>King of Prussia</u> <u>PA 19406-3209</u>	<u>\$ None</u>
			<u>\$ None</u>
			<u>\$ None</u>

Report every corporation or person owning or holding directly or indirectly ## the reporting utility:

Name	Percent Ownership in Utility	Principal Business Address	Salary Charged Utility
<u>Rachel Wachs</u>	<u>70%</u>	<u>215 W Church Rd #105</u> <u>King of Prussia</u> <u>PA 19406-3209</u>	<u>\$ 0</u>
<u>Phillip Wachs</u>	<u>10%</u>	<u>As above</u>	<u>\$ 0</u>
<u>Marty Wachs</u>	<u>10%</u>	<u>As Above</u>	<u>\$ 0</u>
<u>Keith Smith</u>	<u>10%</u>	<u>100 Bayou Drive</u> <u>Satsuma, FL 32189</u>	<u>\$ 0</u>
			<u>\$</u>

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT	
DECEMBER 31,	2017

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential -----		\$ 14,935	\$ 18,465	\$ _____	\$ 33,400
Commercial -----		_____	_____	_____	_____
Industrial -----		_____	_____	_____	_____
Multiple Family -----		_____	_____	_____	_____
Guaranteed Revenues -----		_____	_____	_____	_____
Other (specify.) -----		_____	_____	_____	_____
Total Gross Revenue -----		\$ 14,935	\$ 18,465	\$ 0	\$ 33,400
Operation Expense (Must tie to pages W-3 and S-3)	W-3 S-3	\$ 15,220	\$ 13,677	\$ 0	\$ 28,897
Depreciation Expense -----	F-5	1,733	742	0	2,475
CIAC Amortization Expense -----	F-8	(267)	(381)	0	(648)
Taxes Other Than Income -----	F-7	939	1,098	0	2,037
Income Taxes -----	F-7	0	0	0	0
Total Operating Expense		\$ 17,625	15,136	0	\$ 32,761
Net Operating Income (Loss)		\$ -2,690	\$ 3,329	\$ 0	\$ 639
Other Income:					
Nonutility Income -----		\$ _____	\$ _____	\$ _____	\$ _____
-----		_____	_____	_____	_____
-----		_____	_____	_____	_____
Other Deductions:					
Miscellaneous Nonutility Expenses -----		\$ _____	\$ _____	\$ _____	\$ _____
Interest Expense -----		_____	_____	_____	_____
-----		_____	_____	_____	_____
-----		_____	_____	_____	_____
Net Income (Loss)		\$ -2,690	\$ 3,329	\$ 0	\$ 639

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>245,318</u>	\$ <u>243,074</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	(<u>208,714</u>)	(<u>206,239</u>)
Net Utility Plant -----		\$ <u>36,604</u>	\$ <u>36,835</u>
Cash -----		<u>1,518</u>	<u>2,605</u>
Customer Accounts Receivable (141) -----		<u>1,141</u>	<u>4,195</u>
Other Assets (Specify): -----		<u>1,783</u>	<u>1,783</u>
Goodwill -----		<u>46,645</u>	<u>46,645</u>
PSC Rate Case Exp -----		<u>4,426</u>	<u>4,426</u>
(Accum Amort) -----		(<u>4,426</u>)	(<u>4,426</u>)
Notes receivable -----		<u>48,676</u>	<u>43,972</u>
Total Assets -----		\$ <u>136,367</u>	\$ <u>136,035</u>
Liabilities and Capital:			
Common Stock Issued (201) -----	F-6	<u>500</u>	<u>500</u>
Preferred Stock Issued (204) -----	F-6	<u>0</u>	<u>0</u>
Other Paid in Capital (211) -----		<u>89,697</u>	<u>89,697</u>
Retained Earnings (215) -----	F-6	<u>35,766</u>	<u>35,127</u>
Proprietary Capital (Proprietary and Partnership only) (218) -----	F-6	<u>0</u>	<u>0</u>
Total Capital -----		\$ <u>125,963</u>	\$ <u>125,324</u>
Long Term Debt (224) -----	F-6	\$ <u>0</u>	\$ <u>0</u>
Accounts Payable (231) -----			
Notes Payable (232) -----			
Customer Deposits (235) -----			
Accrued Taxes (236) -----		<u>1,937</u>	<u>1,596</u>
Other Liabilities (Specify) - -----		<u>0</u>	<u>0</u>
Due to Affiliate -----		<u>0</u>	<u>0</u>
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-6	<u>8,467</u>	<u>9,115</u>
Total Liabilities and Capital -----		\$ <u>136,367</u>	\$ <u>136,035</u>

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017
--

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other than Reporting Systems	Total
Utility Plant in Service (101)	\$ <u>99234</u>	\$ <u>132899</u>	\$ _____	\$ <u>232133</u>
Construction Work in Progress (105) _____	_____	_____	_____	_____ <u>0</u>
Other (Specify) _____	_____	_____	_____	_____
Land	_____ <u>2225</u>	_____ <u>10960</u>	_____	_____ <u>13185</u>
Total Utility Plant _____	\$ <u>101459</u>	\$ <u>143859</u>	\$ _____	\$ <u>245318</u>

ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other than Reporting Systems	Total
Balance First of Year _____	\$ <u>81087</u>	\$ <u>125152</u>	\$ _____	\$ <u>206239</u>
Add Credits During Year:				
Accruals charged to Depreciation account _____	\$ <u>1733</u>	\$ <u>742</u>	\$ _____	\$ <u>2475</u>
Salvage _____	_____	_____	_____	_____ <u>0</u>
Other Credits (specify) _____	_____	_____	_____	_____ <u>0</u>
Total Credits _____	\$ <u>1733</u>	\$ <u>742</u>	\$ <u>0</u>	\$ <u>2475</u>
Deduct Debits During Year:				
Book cost of plant retired _____	\$ <u>0</u>	\$ <u>0</u>	\$ _____	\$ _____ <u>0</u>
Cost of removal _____	_____	_____	_____	_____ <u>0</u>
Other debits (specify) _____	_____	_____	_____	_____ <u>0</u>
Total Debits _____	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ _____ <u>0</u>
Balance End of Year _____	\$ <u>82820</u>	\$ <u>125894</u>	\$ <u>0</u>	\$ <u>208714</u>

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT	
DECEMBER 31,	2017

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
Par or stated value per share _____	1	_____
Shares authorized _____	500	_____
Shares issued and outstanding _____	500	_____
Total par value of stock issued _____	500	_____
Dividends declared per share for year _____	0	_____

RETAINED EARNINGS (215)

	Appropriated	Un- Appropriated
Balance first of year _____	\$ 0	\$ 35127
Changes during the year (Specify):		
Net Income (Loss) _____	0	639
_____	0	_____
_____	0	_____
Balance end of year _____	\$ 0	\$ 35766

PROPRIETARY CAPITAL (218)

	Proprietor Or Partner	Partner
Balance first of year _____	\$ _____	\$ _____
Changes during the year (Specify):		
_____	_____	_____
_____	_____	_____
Balance end of year _____	\$ 0	\$ 0

LONG TERM DEBT (224)

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest		Principal per Balance Sheet Date
	Rate	# of Pymts	
_____	_____	_____	\$ _____
_____	_____	_____	_____
Total _____			\$ 0

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

TAX EXPENSE

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax _____	\$ _____	\$ _____	\$ _____	\$ _____
State income Tax _____	_____	_____	_____	_____
Taxes Other Than Income:				
State ad valorem tax _____	_____	_____	_____	_____
Local property tax _____	217	217	_____	434
Regulatory assessment fee _____	672	831	_____	1503
Other (Specify) _____	_____	_____	_____	_____
Licenses/permits _____	50	50	_____	100
Total Tax Expense _____	\$ 939	\$ 1098	\$ 0	\$ 2037

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similiar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.			
Name of Recipient	Water Amount	Wastewater Amount	Description of Service
Fredrick Wainio CPA, P.L.	\$ 1450	\$ 1450	Accounting
FL Gen'l Environmental Sevice	\$ 2622	\$ 2623	Plant Management
Two Fold Water Engr Inc	\$ 2525	\$ 2525	Plant management
George F Young Inc.	\$ 1122	\$ 1122	Utility Engineering/Land use
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year _____	\$ 31205	\$ 34285	\$ 65490
2) Add credits during year _____	\$ 0	\$ 0	\$ 0
3) Total _____	31205	34285	65490
4) Deduct charges during the year _____	(0)	(0)	(0)
5) Balance end of year _____	31205	34285	65490
6) Less Accumulated Amortization _____	(27536)	(29487)	(57023)
7) Net CIAC _____	\$ 3669	\$ 4798	\$ 8467

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Wastewater
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-total _____		\$ 0	\$ 0
Report below all capacity charges, main extension charges and customer connection charges received during the year.			
Description of Charge	Number of Connections	Charge per Connection	
Main Extension	0	\$ 545	\$ 0
Main Extension	0	935	0
Main Extension	0	110	0
Total Credits During Year (Must agree with line # 2 above.) _____		\$ 0	\$ 0

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year _____	\$ 27269	\$ 29106	\$ 56375
Add Debits During Year: _____	267	381	648
Deduct Credits During Year: _____			
Balance End of Year (Must agree with line #6 above.)	\$ 27536	\$ 29487	\$ 57023

**** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR ****

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

SCHEDULE "A"

SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	\$ _____	_____ %	_____ %	_____ %
Preferred Stock	_____	_____ %	_____ %	_____ %
Long Term Debt	_____	_____ %	_____ %	_____ %
Customer Deposits	_____	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	_____	_____ %	_____ %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	_____ %	_____ %
Deferred Income Taxes	_____	_____ %	_____ %	_____ %
Other (Explain)	_____	_____ %	_____ %	_____ %
Total	\$ _____	100.00 %	_____ %	_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

APPROVED AFUDC RATE

Current Commission approved AFUDC rate: _____ % Commission Order Number approving AFUDC rate: _____
--

**** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR ****

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

SCHEDULE "B"

SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS

Class of Capital (a)	Per Book Balance (b)	Non-utility Adjustments (c)	Non-juris. Adjustments (d)	Other (1) Adjustments (e)	Capital Structure Used for AFUDC Calculation (f)
Common Equity	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preferred Stock	_____	_____	_____	_____	_____
Long Term Debt	_____	_____	_____	_____	_____
Customer Deposits	_____	_____	_____	_____	_____
Tax Credits-Zero Cost	_____	_____	_____	_____	_____
Tax Credits-Weighted	_____	_____	_____	_____	_____
Cost of Capital	_____	_____	_____	_____	_____
Deferred Income Taxes	_____	_____	_____	_____	_____
Other (Explain)	_____	_____	_____	_____	_____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(1) Explain below all adjustments made in Column (e):

**WATER
OPERATING
SECTION**

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	\$ 0	\$	\$	\$ 0
302	Franchises	0			0
303	Land and Land Rights	1103	1122		2225
304	Structures and Improvements	3825			3825
305	Collecting and Impounding Reservoirs				0
306	Lake, River and Other Intakes				0
307	Wells and Springs	20459			20459
308	Infiltration Galleries and Tunnels				0
309	Supply Mains				0
310	Power Generation Equipment				0
311	Pumping Equipment	14599			14599
320	Water Treatment Equipment	1224			1224
330	Distribution Reservoirs and Standpipes	7350			7350
331	Transmission and Distribution Lines	36075			36075
333	Services	8530			8530
334	Meters and Meter Installations	506			506
335	Hydrants				0
336	Backflow Prevention Devices	6666			6666
339	Other Plant and Miscellaneous Equipment				0
340	Office Furniture and Equipment				0
341	Transportation Equipment				0
342	Stores Equipment				0
343	Tools, Shop and Garage Equipment				0
344	Laboratory Equipment				0
345	Power Operated Equipment				0
346	Communication Equipment				0
347	Miscellaneous Equipment				0
348	Other Tangible Plant				0
	Total Water Plant	\$ 100337	\$ 1122	\$ 0	\$ 101459

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
304	Structures and Improvements		%	%	\$ 3745	\$	\$ 18	\$ 3763
305	Collecting and Impounding Reservoirs		%	%	0			0
308	Lake, River and Other Intakes		%	%	0			0
307	Wells and Springs		%	%	15508		288	15774
308	Infiltration Galleries & Tunnels		%	%	0			0
309	Supply Mains		%	%	0			0
310	Power Generating Equipment		%	%	0			0
311	Pumping Equipment		%	%	11021		275	11298
320	Water Treatment Equipment		%	%	1224			1224
330	Distribution Reservoirs & Standpipes		%	%	6980			6980
331	Trans. & Dist. Mains		%	%	28008		884	28890
333	Services		%	%	7927		244	8171
334	Meter & Meter Installations		%	%	6878		44	8722
335	Hydrants		%	%	0			0
338	Backflow Prevention Devices		%	%	0			0
339	Other Plant and Miscellaneous Equipment		%	%	0			0
340	Office Furniture and Equipment		%	%	0			0
341	Transportation Equipment		%	%	0			0
342	Stores Equipment		%	%	0			0
343	Tools, Shop and Garage Equipment		%	%	0			0
344	Laboratory Equipment		%	%	0			0
345	Power Operated Equipment		%	%	0			0
348	Communication Equipment		%	%	0			0
347	Miscellaneous Equipment		%	%	0			0
348	Other Tangible Plant		%	%	0			0
	Totals				\$ 81087	\$ 0	\$ 1733	\$ 62820

* This amount should tie to Sheet F-5.

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

WATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	\$ _____
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	_____
604	Employee Pensions and Benefits	_____
610	Purchased Water	_____
615	Purchased Power	1424
616	Fuel for Power Production	_____
618	Chemicals	1887
620	Materials and Supplies	716
630	Contractual Services:	
	Billing	_____
	Professional	6872
	Testing	1422
	Other	_____
640	Rents	1000
650	Transportation Expense	_____
655	Insurance Expense	1556
665	Regulatory Commission Expenses (Amortized Rate Case Expense)	_____
670	Bad Debt Expense	_____
675	Miscellaneous Expenses	343
	Total Water Operation And Maintenance Expense	\$ 15220

* This amount should tie to Sheet F-3.

WATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
5/8"	D	1.0	73	73	73
3/4"	D	1.5	_____	_____	-
1"	D	2.5	_____	_____	-
1 1/2"	D,T	5.0	_____	_____	-
General Service					
5/8"	D	1.0	3	3	3
3/4"	D	1.5	_____	_____	-
1"	D	2.5	_____	_____	-
1 1/2"	D,T	5.0	_____	_____	-
2"	D,C,T	8.0	_____	_____	-
3"	D	15.0	_____	_____	-
3"	C	16.0	_____	_____	-
3"	T	17.5	_____	_____	-
Unmetered Customers	_____	_____	_____	_____	-
Other (Specify)	_____	_____	_____	_____	-
Total			<u>76</u>	<u>76</u>	<u>76</u>

** D = Displacement
C = Compound
T = Turbine

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

SYSTEM NAME: _____

PUMPING AND PURCHASED WATER STATISTICS

(a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January _____	_____	199.6	_____	199.6	_____
February _____	_____	197.7	_____	197.7	_____
March _____	_____	212.4	_____	212.4	_____
April _____	_____	342	_____	342	_____
May _____	_____	237.4	_____	237.4	_____
June _____	_____	179.6	_____	179.6	_____
July _____	_____	198.2	_____	198.2	_____
August _____	_____	233.1	_____	233.1	_____
September _____	_____	182.1	_____	182.1	_____
October _____	_____	186.3	_____	186.3	_____
November _____	_____	198.5	_____	198.5	_____
December _____	_____	181.7	_____	181.7	_____
Total for Year _____	_____	2548.6	not recorded	2548.6	_____

If water is purchased for resale, indicate the following:

Vendor _____
Point of delivery _____

If water is sold to other water utilities for redistribution, list names of such utilities below:

NOT APPLICABLE

MAINS (FEET)

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC	6"	2053	_____	_____	2053
PVC	4"	6480	_____	_____	6480
PVC	2"	400	_____	_____	400
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

SYSTEM NAME: St. Johns River Club

WELLS AND WELL PUMPS

(a)	(b)	(c)	(d)	(e)
Year Constructed _____	<u>1982</u>	<u>1987</u>	<u>2008</u>	_____
Types of Well Construction and Casing _____	<u>PVC</u>	<u>PVC</u>	<u>PVC</u>	_____
Depth of Wells _____	<u>85'</u>	<u>85'</u>	<u>100'</u>	_____
Diameters of Wells _____	<u>4"</u>	<u>4"</u>	<u>4"</u>	_____
Pump - GPM _____	<u>20</u>	<u>20</u>	<u>20</u>	_____
Motor - HP _____	<u>1</u>	<u>1</u>	<u>1</u>	_____
Motor Type * _____	<u>Subm/Centr</u>	<u>Subm/Centr</u>	<u>Subm/Centr</u>	_____
Yields of Wells in GPD _____	<u>28800</u>	<u>28800</u>	<u>28800</u>	_____
Auxiliary Power _____	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	_____

* Submersible, centrifugal, etc.

RESERVOIRS

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete)	<u>Steel</u>	_____	_____	_____
Capacity of Tank _____	<u>2500</u>	_____	_____	_____
Ground or Elevated _____	<u>Ground</u>	_____	_____	_____

HIGH SERVICE PUMPING

(a)	(b)	(c)	(d)	(e)
Motors				
Manufacturer _____	_____	_____	_____	_____
Type _____	_____	_____	_____	_____
Rated Horsepower _____	_____	_____	_____	_____
Pumps				
Manufacturer _____	_____	_____	_____	_____
Type _____	_____	_____	_____	_____
Capacity in GPM _____	_____	_____	_____	_____
Average Number of Hours Operated Per Day _____	_____	_____	_____	_____
Auxiliary Power _____	_____	_____	_____	_____

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT

DECEMBER 31, 2017

SOURCE OF SUPPLY

List for each source of supply (Ground, Surface, Purchased Water etc.)			
Permitted Gals. per day_____	<u>0.0864 MGD</u>	_____	_____
Type of Source_____	<u>Groundwater</u>	_____	_____

WATER TREATMENT FACILITIES

List for each Water Treatment Facility:			
Type_____	<u>Aeration/Chlorination</u>	_____	_____
Make_____	<u>N/A</u>	_____	_____
Permitted Capacity (GPD)_____	<u>86400</u>	_____	_____
High service pumping Gallons per minute_____	<u>N/A</u>	_____	_____
Reverse Osmosis_____	<u>N/A</u>	_____	_____
Lime Treatment Unit Rating_____	<u>N/A</u>	_____	_____
Filtration Pressure Sq. Ft._____	<u>N/A</u>	_____	_____
Gravity GPD/Sq.Ft._____	<u>N/A</u>	_____	_____
Disinfection Chlorinator_____	<u>Hypochlorinator</u>	_____	_____
Ozone_____	<u>N/A</u>	_____	_____
Other_____	<u>N/A</u>	_____	_____
Auxiliary Power_____	<u>N/A</u>	_____	_____

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

SYSTEM NAME: _____

GENERAL WATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's * the system can efficiently serve. 606(a)
2. Maximum number of ERCs * which can be served. 909(a)
3. Present system connection capacity (in ERCs *) using existing lines. The dist.sys. can accommodate 20 new connections
4. Future connection capacity (in ERCs *) upon service area buildout. 909(a)
5. Estimated annual increase in ERCs *. No Estimate Available
6. Is the utility required to have fire flow capacity?
If so, how much capacity is required? No
7. Attach a description of the fire fighting facilities.
8. Describe any plans and estimated completion dates for any enlargements or improvements of this system.
n/a
9. When did the company last file a capacity analysis report with the DEP? 2008
10. If the present system does not meet the requirements of DEP rules, submit the following: N/A
 - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
 - b. Have these plans been approved by DEP? _____
 - c. When will construction begin? _____
 - d. Attach plans for funding the required upgrading.
 - e. Is this system under any Consent Order with DEP? NO
11. Department of Environmental Protection ID # 2544266
12. Water Management District Consumptive Use Permit # N/A
 - a. Is the system in compliance with the requirements of the CUP? N/A
 - b. If not, what are the utility's plans to gain compliance? N/A

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the preceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of SFR customers for the same period and divide the result by 365 days.

(b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000)/365 days/350 gallons per day).

**WASTEWATER
OPERATING
SECTION**

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization _____	\$ _____	\$ _____	\$ _____	\$ _____ 0
352	Franchises _____	_____	_____	_____	_____ 0
353	Land and Land Rights _____	9838	1122	_____	10960
354	Structures and Improvements _____	49635	_____	_____	49635
355	Power Generation Equipment _____	_____	_____	_____	0
360	Collection Sewers - Force _____	8681	_____	_____	8681
361	Collection Sewers - Gravity _____	20587	_____	_____	20587
362	Special Collecting Structures _____	_____	_____	_____	0
363	Services to Customers _____	2414	_____	_____	2414
364	Flow Measuring Devices _____	_____	_____	_____	0
365	Flow Measuring Installations _____	_____	_____	_____	0
370	Receiving Wells _____	7354	_____	_____	7354
371	Pumping Equipment _____	_____	_____	_____	0
380	Treatment and Disposal Equipment _____	12965	_____	_____	12965
381	Plant Sewers _____	31263	_____	_____	31263
382	Outfall Sewer Lines _____	_____	_____	_____	0
389	Other Plant and Miscellaneous Equipment _____	_____	_____	_____	0
390	Office Furniture and Equipment _____	_____	_____	_____	0
391	Transportation Equipment _____	_____	_____	_____	0
392	Stores Equipment _____	_____	_____	_____	0
393	Tools, Shop and Garage Equipment _____	_____	_____	_____	0
394	Laboratory Equipment _____	_____	_____	_____	0
395	Power Operated Equipment _____	_____	_____	_____	0
396	Communication Equipment _____	_____	_____	_____	0
397	Miscellaneous Equipment _____	_____	_____	_____	0
398	Other Tangible Plant _____	_____	_____	_____	0
	Total Wastewater Plant _____	\$ 142737	\$ 1122	\$ 0	\$ 143859

* This amount should tie to sheet F-5.

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (j)
354	Structures and Improvements		%	%	\$ 49835	\$	\$	\$ 49835
355	Power Generation Equipment		%	%	0			0
380	Collection Sewers - Force		%	%	8882			8882
381	Collection Sewers - Gravity		%	%	18093		333	18426
382	Special Collecting Structures		%	%	0			0
383	Services to Customers		%	%	2243		69	2312
384	Flow Measuring Devices		%	%	0			0
385	Flow Measuring Installations		%	%	0			0
370	Receiving Wells		%	%	7113		49	7162
371	Pumping Equipment		%	%	0			0
380	Treatment and Disposal Equipment		%	%	10454		182	10648
381	Plant Sewers		%	%	28932		99	29031
382	Outfall Sewer Lines		%	%	0			0
389	Other Plant and Miscellaneous Equipment		%	%	0			0
390	Office Furniture and Equipment		%	%	0			0
391	Transportation Equipment		%	%	0			0
392	Stores Equipment		%	%	0			0
393	Tools, Shop and Garage Equipment		%	%	0			0
394	Laboratory Equipment		%	%	0			0
395	Power Operated Equipment		%	%	0			0
396	Communication Equipment		%	%	0			0
397	Miscellaneous Equipment		%	%	0			0
398	Other Tangible Plant		%	%	0			0
	Totals				\$ 125152	\$ 0	\$ 742	\$ 125894

* This amount should tie to Sheet F-5.

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	\$ _____
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	_____
704	Employee Pensions and Benefits	_____
710	Purchased Wastewater Treatment	_____
711	Sludge Removal Expense	_____
715	Purchased Power	1424
716	Fuel for Power Production	_____
718	Chemicals	_____
720	Materials and Supplies	1797
730	Contractual Services:	
	Billing	_____
	Professional	6872
	Testing	693
	Other	_____
740	Rents	1000
750	Transportation Expense	_____
755	Insurance Expense	1556
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	_____
770	Bad Debt Expense	_____
775	Miscellaneous Expenses	335
	Total Wastewater Operation And Maintenance Expense	\$ 13677 *

* This amount should tie to Sheet F-3.

WASTEWATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
All meter sizes	D	1.0	73	73	73
General Service					
5/8"	D	1.0	2	2	2
3/4"	D	1.5	_____	_____	-
1"	D	2.5	_____	_____	-
1 1/2"	D,T	5.0	_____	_____	-
2"	D,C,T	8.0	_____	_____	-
3"	D	15.0	_____	_____	-
3"	C	16.0	_____	_____	-
3"	T	17.5	_____	_____	-
Unmetered Customers	_____	_____	_____	_____	-
Other (Specify)	_____	_____	_____	_____	-
** D = Displacement C = Compound T = Turbine			Total	75	75

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT DECEMBER 31, 2017

PUMPING EQUIPMENT

Lift Station Number _____	<u>1</u>	_____	_____	_____	_____	_____
Make or Type and nameplate data on pump _____	<u>Bames</u>	_____	_____	_____	_____	_____
Year installed _____	<u>1982</u>	_____	_____	_____	_____	_____
Rated capacity _____	<u>89 GPM</u>	_____	_____	_____	_____	_____
Size _____	<u>2 HP</u>	_____	_____	_____	_____	_____
Power: _____	_____	_____	_____	_____	_____	_____
Electric _____	<u>230V</u>	_____	_____	_____	_____	_____
Mechanical _____	<u>N/A</u>	_____	_____	_____	_____	_____
Nameplate data of motor _____	<u>UNKNW</u>	_____	_____	_____	_____	_____

SERVICE CONNECTIONS

Size (inches) _____	<u>4"</u>	_____	_____	_____	_____	_____
Type (PVC, VCP, etc.) _____	<u>PVC</u>	_____	_____	_____	_____	_____
Average length _____	<u>20'</u>	_____	_____	_____	_____	_____
Number of active service connections _____	<u>75</u>	_____	_____	_____	_____	_____
Beginning of year _____	<u>75</u>	_____	_____	_____	_____	_____
Added during year _____	_____	_____	_____	_____	_____	_____
Retired during year _____	<u>0</u>	_____	_____	_____	_____	_____
End of year _____	<u>75</u>	_____	_____	_____	_____	_____
Give full particulars concerning inactive connections _____	_____	_____	_____	_____	_____	_____

COLLECTING AND FORCE MAINS

	Collecting Mains				Force Mains			
Size (inches) _____	<u>8"</u>	<u>4"</u>	_____	_____	_____	_____	_____	<u>4"</u>
Type of main _____	<u>PVC</u>	<u>PVC</u>	_____	_____	_____	_____	_____	<u>PVC</u>
Length of main (nearest foot) _____	_____	_____	_____	_____	_____	_____	_____	_____
Beginning of year _____	<u>5400</u>	<u>2020</u>	_____	_____	_____	_____	_____	<u>950</u>
Added during year _____	<u>0</u>	<u>0</u>	_____	_____	_____	_____	_____	<u>0</u>
Retired during year _____	<u>0</u>	<u>0</u>	_____	_____	_____	_____	_____	<u>0</u>
End of year _____	<u>5400</u>	<u>2020</u>	_____	_____	_____	_____	_____	<u>950</u>

MANHOLES

Size (inches) _____	<u>48"</u>	_____	_____	_____
Type of Manhole _____	<u>CONCRETE</u>	_____	_____	_____
Number of Manholes: _____	_____	_____	_____	_____
Beginning of year _____	<u>18</u>	_____	_____	_____
Added during year _____	_____	_____	_____	_____
Retired during year _____	<u>0</u>	_____	_____	_____
End of Year _____	<u>18</u>	_____	_____	_____

UTILITY NAME: St. Johns River Club Utility Company, LLC

SYSTEM NAME: _____

YEAR OF REPORT DECEMBER 31, 2017

TREATMENT PLANT

Manufacturer _____	Amer. Enviroport	_____	_____
Type _____	Ext. Aeration	_____	_____
"Steel" or "Concrete" _____	Steel	_____	_____
Total Permitted Capacity _____	0.099 MGD	_____	_____
Average Daily Flow _____	0.0048	_____	_____
Method of Effluent Disposal _____	2 percolation Ponds	_____	_____
Permitted Capacity of Disposal _____	0.0285 MGD	_____	_____
Total Gallons of Wastewater treated _____	0.99 MGD	_____	_____

MASTER LIFT STATION PUMPS

Manufacturer _____	Barnes	_____	_____	_____	_____	_____
Capacity (GPM's) _____	90	_____	_____	_____	_____	_____
Motor:						
Manufacturer _____						
Horsepower _____	3	_____	_____	_____	_____	_____
Power (Electric or Mechanical) _____						

PUMPING WASTEWATER STATISTICS

Months	Gallons of Treated Wastewater MGD		Effluent Reuse Gallons to Customers	omit '000 Effluent Gallons Disposed of on site MGD	
January _____	0.09				
February _____	0.09				
March _____	0.08				
April _____	0.08				
May _____	0.08				
June _____	0.06				
July _____	0.07				
August _____	0.07				
September _____	0.09				
October _____	0.09				
November _____	0.09				
December _____	0.10				
Total for year _____	0.99		0.00		1.08

If Wastewater Treatment is purchased, indicate the vendor: _____ N/A _____

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

SYSTEM NAME: _____

GENERAL WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs* now being served. 73
2. Maximum number of ERCs* which can be served. 712(a)
3. Present system connection capacity (in ERCs*) using existing lines. 103
4. Future connection capacity (in ERCs*) upon service area buildout. 712a
5. Estimated annual increase in ERCs*. No Est.
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system
There are no current plans to enlarge or improve this system.
7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end users and the amount of reuse provided to each, if known. N/A
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? No
If so, when? _____
9. Has the utility been required by the DEP or water management district to implement reuse? No
If so, what are the utility's plans to comply with this requirement? N/A
10. When did the company last file a capacity analysis report with the DEP? 2017
11. If the present system does not meet the requirements of DEP rules, submit the following: N/A
 - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
 - b. Have these plans been approved by DE _____
 - c. When will construction begin? _____
 - d. Attach plans for funding the required upgrading.
 - e. Is this system under any Consent Order with DEP? NO
12. Department of Environmental Protection ID # No. FLA011717-007 Ex.4/11/2022

- * An ERC is determined based on one of the following methods:
- (a) If actual flow data are available from the preceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of SFR customers for the same period and divide the result by 365 days.
 - (b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000)/365 days/280 gallons per day).

UTILITY NAME: St. Johns River Club Utility Company, LLC

YEAR OF REPORT
DECEMBER 31, 2017

CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

- | | | | |
|--|--------------------------------|----|--|
| YES
<input checked="" type="checkbox"/> | NO
<input type="checkbox"/> | 1. | The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code. |
| YES
<input checked="" type="checkbox"/> | NO
<input type="checkbox"/> | 2. | The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission. |
| YES
<input checked="" type="checkbox"/> | NO
<input type="checkbox"/> | 3. | There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility. |
| YES
<input checked="" type="checkbox"/> | NO
<input type="checkbox"/> | 4. | The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct, and complete for the period for which it represents. |

Items Certified

1. 2. 3. 4.

Rachel A. Wachs

(signature of Chief Executive Officer of the utility)

Date: 2-26-18

1. 2. 3. 4.

(signature of Chief Financial Officer of the utility)

Date: _____

* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

**Reconciliation of Revenue to
Regulatory Assessment Fee Revenue
Water Operations
Class C**

Company: **ST JOHNS RIVER CLUB UTILITY CO LLC**
For the Year Ended December 31, **2017**

(a)	(b)	(c)	(d)
Accounts	Gross Water Revenues Per Sch. F-3	Gross Water Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Residential	\$ 14,935	\$ 14,935	\$ - 0 -
Commercial	_____	_____	_____
Industrial	_____	_____	_____
Multiple Family	_____	_____	_____
Guaranteed Revenues	_____	_____	_____
Other	_____	_____	_____
Total Water Operating Revenue	\$ 14,935	\$ 14,935	\$ - 0 -
LESS: Expense for Purchased Water from FPSC-Regulated Utility	_____	_____	_____
Net Water Operating Revenues	\$ 14,935	\$ 14,935	\$ - 0 -

Explanations:

Instructions:

For the current year, reconcile the gross water revenues reported on Schedule F-3 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

**Reconciliation of Revenue to
Regulatory Assessment Fee Revenue
Wastewater Operations
Class C**

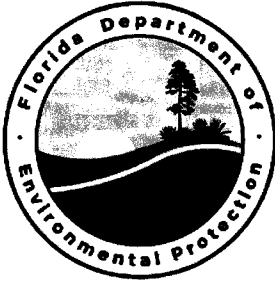
Company: ST JOHNS RIVER CLUB UTILITY CO LLC
For the Year Ended December 31, 2017

(a)	(b)	(c)	(d)
Accounts	Gross Wastewater Revenues Per Sch. F-3	Gross Wastewater Revenues Per RAF Return	Difference (b) - (c)
Gross Revenue:			
Residential	\$ 18,465	\$ 18,465	\$ - 0 -
Commercial			
Industrial			
Multiple Family			
Guaranteed Revenues			
Other			
Total Wastewater Operating Revenue	\$ 18,465	\$ 18,465	\$ - 0 -
LESS: Expense for Purchased Wastewater from FPSC-Regulated Utility			
Net Wastewater Operating Revenues	\$ 18,465	\$ 18,465	\$ - 0 -

Explanations:

Instructions:

For the current year, reconcile the gross wastewater revenues reported on Schedule F-3 with the gross wastewater revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

August 20, 2018

Rachel Wachs
St. Johns River Club Utilities, LLC
215 W Church Road, Suite 105
King of Prussia, PA 19406
rachelwachs@aol.com

**Re: St. Johns River Club Utilities, LLC
PWS ID No. 2544266
Putnam County – Drinking Water**

Dear Ms. Wachs:

Department personnel issued a Compliance Assistance Offer letter to the above-referenced facility on June 20, 2017. Based on the information provided during the follow-up inspection, the system was determined to have returned to compliance with the Department's drinking water rules and regulations.

The Department has received your Reduced Monitoring Application Questionnaire for Synthetic Organic Contaminants (SOCs). Based on the information you provided, the Department is approving your waiver request. The next SOC monitoring results will be due in 2021.

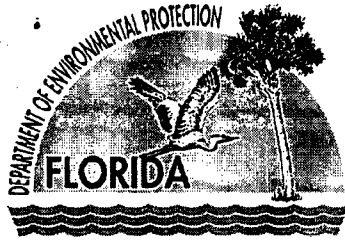
The Department appreciates your efforts to maintain this system in compliance with state and federal rules. Should you have any questions or comments, please contact Benjamin Piltz at (904) 256-1639 or via e-mail at Benjamin.Piltz@dep.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent Clark".

Vincent Clark
Environmental Manager
Compliance Assurance Program

c: Twofold Water, twofoldwater@gmail.com
FDEP: Vincent Clark, Joni Petry, Benjamin Piltz



Florida Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

St. John's River Club, LLC

RESPONSIBLE OFFICIAL:

Ms. Rachel A Wachs, Managing Partner
St. Johns River Club, LLC
215 West Church Road
Suite 105
King Of Prussia, Pennsylvania 19406
(610) 768-5885
RACHELWACHS@aol.com

PERMIT NUMBER: FLA011717-007

FILE NUMBER: FLA011717-007-DW1P

ISSUANCE DATE: April 5, 2012

EXPIRATION DATE: April 4, 2022

FACILITY:

St. Johns River Club WWTF
100 Bayou Drive
Satsuma, FL, 32189
Putnam County
Latitude: 29°34' 35.38" N Longitude: 81°40' 12.15" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

To operate an existing 0.0099 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration wastewater treatment facility (WWTF). The facility consists of one 28,800-gallon aeration basin, one 5,285-gallon secondary clarifier with a surface area of 52 square feet, one 1,133-gallon chlorine contact chamber, and one 2,600-gallon aerobic digester. Wastewater biosolids can either be hauled to Shelley's Environmental Systems Biosolids Management Facility (BMF) for further treatment and final disposal or hauled to a Class 1 solid waste landfill.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.0099 MGD annual average daily flow permitted capacity rapid infiltration basin system, R-001 is a reuse system consisting of two percolation ponds with a total bottom surface area of 9,016 square feet. Reuse system R-001 is located approximately at latitude 29°34' 36" N, longitude 81°40' 13" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 17 of this permit.

PERMITTEE: St. John's River Club, LLC
 FACILITY: St. Johns River Club WWTF

PERMIT NUMBER: FLA011717-007-DWIP
 EXPIRATION DATE: April 28, 2022

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

- During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.6.:

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max Max	0.0099 Report Report	Annual Average Monthly Average Quarterly Average	5 Days/Week	Elapsed Time Measurement on Pump	FLW-1	See I.A.3
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0* 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0* 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	Monthly	Grab	EFA-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Monthly	Grab	EFA-1	See I.A.6

Note: (*) The weekly average limit is applicable when more than one sample is taken within a period of seven consecutive days.

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2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Influent lift station elapsed time meters.
CAL-1	Calculated value.
EFA-1	Effluent point immediately after disinfection and prior to reuse.

3. An elapsed time measurement on pumps shall be utilized to measure flow and calibrated at least once every 12 months. *[62-601.200(17) and .500(6)]*
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. *[62-600.440(4)(c)]*
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. *[62-610.510, 62-600.440(4)(b) and (5)(b)]*
6. If effluent nitrate exceeds the limit criteria set forth in specific condition I.A.1 above 3 or more times in a 12-month period, the permittee shall submit a groundwater monitoring proposal prepared by a professional geologist or professional engineer (registered in the State of Florida). The proposal shall be submitted within 60 days of the date of the reported monthly nitrate violation. The groundwater monitoring proposal shall provide proper location of a single groundwater monitoring well down gradient from the drain fields. At the same time, an application to revise the permit must be submitted in order to set forth conditions necessary to ensure adequate groundwater monitoring. *[62-522.600.(3), FAC]*

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B. Other Limitations and Monitoring and Reporting Requirements

I. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.6.:

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3

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2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
INF-1	Influent prior to biological, chemical, physical treatment or dilution.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-601.500(4)]*
4. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. *[62-4.246, 62-160]*

5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. *[62-601.500(5)]*
6. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in

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accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly or Toxicity	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 30	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Northeast District Office at the address specified in Permit Condition I.B.7. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

[62-620.610(18)][62-601.300(1),(2), and (3)]

- 7. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection Northeast District Office
 7825 Baymeadows Way
 Suite B200
 Jacksonville, Florida 32256-7577

Phone Number - (904)256-1700
 FAX Number - (904)448-4366
 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

- 8. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

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II. BIOSOLIDS MANAGEMENT REQUIREMENTS

1. Biosolids generated by this facility may be transferred to Shelly's Environmental Systems or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]
2. The permittee shall monitor and maintain keep records of the quantities of biosolids generated, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Condition I.B.6.

Parameter	Units	Max/Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	ton (d)	Max	Report	Monthly Total	Monthly	Calculated	RMP-1
Biosolids Quantity (Landfilled)	ton (d)	Max	Report	Monthly Total	Monthly	Calculated	RMP-2

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Calculated amount of Biosolids transferred
RMP-2	Calculated amount of Biosolids landfilled

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]
9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]

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10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

11. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

III. GROUND WATER REQUIREMENTS

1. The subject discharge to ground water has been exempted from ground water monitoring pursuant to 62-520.600(9), F.A.C. The exemption is subject to revocation if monitoring reveals that permit limits are not met, or the permittee fails to conduct monitoring as required to assess compliance, or if the department subsequently determines that the discharge presents a potential hazard to human health, the environment, or otherwise endangers a source of drinking water. Should the exemption be revoked, the permittee shall have 60 days from receipt of the revocation notice to prepare and submit a ground water monitoring plan for department review. *[62-520.600, F.A.C.]*

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.518]*
2. The maximum annual average loading rate to the Consists of two percolation ponds shall be limited to 1.76 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The rapid infiltration basins shall be loaded for periods of 1-7 days and shall be rested for periods of 5-14 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*

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5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class D facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class D or higher operator for 2 visits/week on nonconsecutive days for a total of 1 hour/week. There shall be no more than 5 days between the last visit in one week and the first visit in the next week. The lead/chief operator must be a Class D operator, or higher.

2. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. Daily checks of the plant shall be performed by the permittee or his representative or agent 5 days per week. *[62-699.311(1) and (2)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the biosolids use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;

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- g. A copy of any required record drawings;
- h. Copies of the licenses of the current certified operators;
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

- 1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1) - (4)]

- 2. An updated Capacity Analysis Report shall be submitted by **May 1, 2017**.

- 3. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Clean and scarify north percolation pond.	June 29, 2012
2. Repair fencing surrounding percolation pond.	June 29, 2012

[62-620.320(6)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

- 1. This facility is not required to have a pretreatment program at this time. [62-625.500]

VIII. OTHER SPECIFIC CONDITIONS

- 1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee.

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Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8) and 62-640.400(6)]

2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-610.518(1) and 62-600.400(2)(b)]
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-701.300(1)(a)]
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
8. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater biosolids (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
9. The permittee shall provide adequate notice to the Department of the following:

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- a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
- b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or biosolids use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or

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similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]

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EXPIRATION DATE: April 28, 2022

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

PERMITTEE: St. John's River Club, LLC
FACILITY: St. Johns River Club WWTF

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20. The permittee shall report to the Department's Northeast District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
 - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District Office within 24 hours from the time the permittee becomes aware of the circumstances.
 - c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Northeast District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:

PERMITTEE: St. John's River Club, LLC
FACILITY: St. Johns River Club WWTF

PERMIT NUMBER: FLA011717-007-DW1P
EXPIRATION DATE: April 28, 2022

- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime.
This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
- (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

PERMITTEE: St. John's River Club, LLC
FACILITY: St. Johns River Club WWTF

PERMIT NUMBER: FLA011717-007-DW1P
EXPIRATION DATE: April 28, 2022

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Melissa M. Long, P.E.
Program Administrator

DATE: April 5, 2012

Attachment(s):
Discharge Monitoring Report

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 7825 Baymeadows Way, Suite B200, Jacksonville, FL 32256-7577

PERMITTEE NAME: St. John's River Club, LLC
 MAILING ADDRESS: 215 West Church Road
 Suite 105
 King Of Prussia, Pennsylvania 19406

FACILITY: St. Johns River Club WWTF
 LOCATION: 100 Bayou Drive
 Satsuma, FL, 32189

COUNTY: Putnam
 OFFICE: Northeast District

PERMIT NUMBER: FLA011717-007-DW1P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Rapid-infiltration basins,
 including Influent

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow PARM Code 50050 Y Mon. Site No. FLW-1	Sample Measurement										
	Permit Requirement		0.0099 (An.Avg.)	MGD						5 Days/Week	Elapsed Time Measurement on Pump
Flow PARM Code 50050 I Mon. Site No. FLW-1	Sample Measurement										
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Elapsed Time Measurement on Pump
Percent Capacity, (TMADF/Permitted Capacity) x 100 PARM Code 00180 P Mon. Site No. CAL-1	Sample Measurement										
	Permit Requirement					Report (Mo.Avg.)	percent			Monthly	Calculated
BOD, Carbonaceous 5 day, 20C PARM Code 80082 Y Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement					20.0 (An.Avg.)	mg/L			Monthly	Grab
BOD, Carbonaceous 5 day, 20C PARM Code 80082 A Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement				60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended PARM Code 00530 Y Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement					20.0 (An.Avg.)	mg/L			Monthly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: St. Johns River Club WWTF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

R-001

PERMIT NUMBER: FLA011717-007-DW1P

From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 A Mon. Site No. EFA-1	Permit Requirement			60.0 (Max.)	45.0 (Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement				200 (An.Avg.)		#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Monthly	Grab
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement			6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement			0.5 (Min.)			mg/L		5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement									
PARM Code 00620 A Mon. Site No. EFA-1	Permit Requirement					12.0 (Max.)	mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement									
PARM Code 80082 Q Mon. Site No. INF-1	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab
Solids, Total Suspended (Influent)	Sample Measurement									
PARM Code 00530 Q Mon. Site No. INF-1	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 7825 Baymeadows Way, Suite B200, Jacksonville, FL 32256-7577

PERMITTEE NAME: St. John's River Club, LLC
 MAILING ADDRESS: 215 West Church Road
 Suite 105
 King Of Prussia, Pennsylvania 19406-

PERMIT NUMBER: FLA011717-007-DW1P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: St. Johns River Club WWTF
 LOCATION: 100 Bayou Drive
 Satsuma, FL, 32189

COUNTY: Putnam
 OFFICE: Northeast District t

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	ton (d)						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-2	Permit Requirement		Report (Mo.Total)	ton (d)						Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number: _____
Monitoring Period

FLA011717-007-DW1P
From: _____ To: _____

Facility: St. Johns River Club WWTF

	Flow MGD	Coliform, Fecal #/100mL	Nitrogen, Nitrate, Total (as N) mg/L	Solids, Total Suspended mg/L	pH s.u.	Chlorine, Total Residual (For Disinfection) mg/L	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L
Code	50050	74055	00620	00530	00400	50060	80082	00530	80082
Mon. Site	FLW-1	EFA-1	EFA-1	EFA-1	EFA-1	EFA-1	INF-1	INF-1	EFA-1
1									
2									
3									
4									
5									
6									
7									
8									
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11									
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20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Total									
Mo. Avg.									

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g. < 0.001 . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

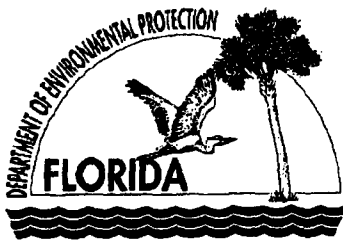
TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.



Florida Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

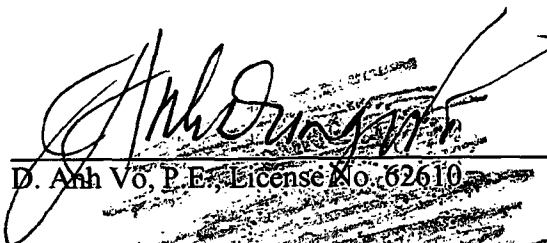
Herschel T. Vinyard Jr.
Secretary

I HAVE INITIALLY REVIEWED THE APPLICATION.

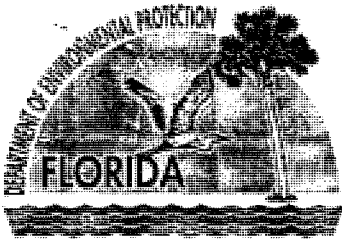
CERTIFICATION

Facility: St. Johns River Club WWTF
County: Putnam
PA File Number: FLA011717-007-DW1P

I HEREBY CERTIFY that the engineering features described in the above referenced application (provide/ ~~do not provide~~) reasonable assurance of compliance with applicable provisions of Florida Administrative Code Title 62. However, I have evaluated only the application, [including the preliminary design report,] and not complete drawings and specifications, and I do not certify aspects of the application outside my area of expertise (including but not limited to the electrical, mechanical, structural, hydrological, and geological aspects).


D. Anh Vo, P.E., License No. 62610

DATE: 4/9/2012



Florida Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256

Rick Scott
Governor

Jennifer Carroll
I.t. Governor

Herschel T. Vinyard Jr.
Secretary

ELECTRONIC CORRESPONDENCE

April 5, 2012

In the Matter of an
Application for Permit by:

Ms. Rachel A. Wachs, Managing Partner
St. Johns River Club, LLC
215 West Church Road, Suite 105
King of Prussia, Pennsylvania 19406

Permit No.: FLA011717
File Number FLA011717-007-DW1P
Putnam County
St. Johns River Club WWTF

NOTICE OF PERMIT ISSUANCE

An existing 0.0099 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration wastewater treatment facility (WWTF). The facility consists of one 28,800-gallon aeration basin, one 5,285-gallon secondary clarifier with a surface area of 52 square feet, one 1,133-gallon chlorine contact chamber, and one 2,600-gallon aerobic digester. Wastewater biosolids can either be hauled to Shelley's Environmental Systems Biosolids Management Facility (BMF) for further treatment and final disposal or hauled to a Class I solid waste landfill.

Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under

Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404, Florida Administrative Code. The agreement must be received by the Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, Florida Statutes. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to this permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Melissa M. Long, P.E.
Program Administrator

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

[Clerk]

April 5, 2012

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on April 5, 2012 to the listed persons.

Clerk

Enclosure

Certified furnished to:

William McGowan, Lead Operator
James Colella, P.E., Colella and Associates, Inc.
Putnam County Health Department
Putnam County Board of County Commissioners

**STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA011717-007

FACILITY NAME: Bayou Club WWTF

FACILITY LOCATION: 100 Bayou Drive, Satsuma, FL, 32189
Putnam County

NAME OF PERMITTEE: St. John's River Club, LLC

PERMIT WRITER: Samuel Schlesinger, E.I.

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA011717-007-DWIP

Application Submittal Date: 2/2/2012

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.0099 mgd Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.0099 mgd Annual Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.0099 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration wastewater treatment facility (WWTF). The facility consists of one 28,800-gallon aeration basin, one 5,285-gallon secondary clarifier with a surface area of 52 square feet, one 1,133-gallon chlorine contact chamber, and one 2,600-gallon aerobic digester. Wastewater biosolids can either be hauled to Shelley's Environmental Systems Biosolids Management Facility (BMF) for further treatment and final disposal or hauled to a Class I solid waste landfill.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

See attached map(s) for effluent disposal and land application site(s).

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.0099	Annual Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Quarterly Average	62-600.400(3)(b) & 120.542 FS (Variance)
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-610.510 & 62-600.440(4)(c)1. FAC
		Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA011717-007-DW1P expires on August 4, 2012.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Shelly's Environmental Systems or disposed of in a Class 1 solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	ton (d)	Max	Report	Monthly Total	62-640.650(5)(a)I. FAC
Biosolids Quantity (Landfilled)	ton (d)	Max	Report	Monthly Total	62-640.650(5)(a)I. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

6. GROUND WATER MONITORING REQUIREMENTS

The subject discharge to ground water has been exempted from ground water monitoring pursuant to 62-520.600(9), F.A.C. The exemption is subject to revocation if monitoring reveals that permit limits are not met, or the permittee fails to conduct monitoring as required to assess compliance, or if the department subsequently determines that the discharge presents a potential hazard to human health, the environment, or otherwise endangers a source of drinking water. Should the exemption be revoked, the permittee shall have 60 days from receipt of the revocation notice to prepare and submit a ground water monitoring plan for department review. [62-520.600, F.A.C.].

7. PERMIT SCHEDULES

- a) An updated Capacity Analysis Report shall be submitted by **May 1, 2017**.
- b) The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Clean and scarify north percolation pond.	June 29, 2012
2. Repair fencing surrounding percolation pond.	June 29, 2012

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Samuel Schlessinger, E.I.
Engineer I
Northeast District Office

7825 Baymeadows Way Suite B200
Jacksonville, FL 32256-7577

Telephone No.: (904) 256-1687

DW WWTF PERMIT ROUTING SLIP

Issue by: April 20, 2012

Facility Name: St. Johns River Club WWTF

Type of Project: Permit Renewal

PA File No: FLA011717-007-DW1P

Putnam County

File Location: \\Jaxres\water\WASTEWATER\DW\COUNTIES\Putnam\St. Johns River Club WWTF\2012-2022\Permit\NR-007\Application in Progress

- Notice of Issuance
- Final Permit
- Statement of Basis
- DMR with Final Permit

Summary: To operate an existing 0.0099 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration wastewater treatment facility (WWTF). The facility consists of one 28,800-gallon aeration basin, one 5,285-gallon secondary clarifier with a surface area of 52 square feet, one 1,133-gallon chlorine contact chamber, and one 2,600-gallon aerobic digester. Wastewater biosolids can either be hauled to Shelley's Environmental Systems Biosolids Management Facility (BMF) for further treatment and final disposal or hauled to a Class I solid waste landfill.

[Signature]
 WAFR Update DMR Upload Biosolids Update In-Compliance

4/5/12
Date

[Signature]
Ed Jamro

4/5/12
Date

NIA
Toxicity

Date

[Signature]
Residuals - H. Sims

4/6/12
Date

NIA

GW Monitoring is not required

Date

[Signature]
D. Anh Vo, P.E.

4/9/2012
Date

[Signature]
Jeff Martin, P.E.

4-11-2012
Date

[Signature]
Melissa M. Long, P.E., WF Administrator

4-11-2012
Date

[Signature]
Shane Magher
Clerical

4/12/2012
Date

Issue by E-mail to: Rachel Wachs Email Address: RACHELWACHS@aol.com

Copy by E-mail to:

- James Colella, jbcjcolella-cai@prodigy.net
- William McGowan - buffaloboy1@netzero.net
- Putnam County Health Department - john_holmes@doh.state.fl.us
- Putnam County Board of County Commissioners - rleary@putnam-fl.com

Copy by E-mail to: Computer file folder, Jeff Martin, D. Anh Vo, Samuel Schlessinger

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(82-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

Certified Labs of Florida # E821009
 141 Richardson Lane / P.O. Box 444 Melrose, Florida 32666
 Phone: 352-332-9911 Fax: 352-475-5389
 Relinquished By: [Signature] Date: 4/2/19 Time: 10:37
 Received By: [Signature] Date: 4/1/19 Time: 10:37

Lab Receipt Date & Time: APR 02 2019 10:37
 Analysis Date & Time: APR 02 2019 11:15
 Sample Acceptance Criteria:
 Sample Preservation: On Ice Not On Ice 3 °C
 Disinfectant Check: Not Detected _____ mg/L
 This sample does not meet the following NELAC requirements:

Report Number: 1003-19 Sub-Contract Lab ID: 1007-19

Analysis Requested: (check all that apply)

Total Coliform/E. coli Total Coliform/Fecal Enterococci Coliphage HPC Other: _____

Public Water System (PWS) Name: St. Johns River Club Util. Co.

PWS I.D.

2	5	4	4	2	6	6
---	---	---	---	---	---	---

PWS Address: 100 Bayou Dr.

City: Satsuma

PWS or PWS Owner's Phone #: _____

Fax #: _____

Collector: Wayne Davins

Collector's Phone #: 352-475-2248

Type of Supply: (check only one)

Community Water System Non-Transient Non-community Water System Transient Non-community Water System
 Limited Use System Bottled Water Private Well Swimming Pool Other: _____

Reason for Sampling: (check all that apply)

Distribution Routine Distribution Repeat Raw (triggered or assessment) Raw (triggered or assessment) additional Well Survey
 Clearance Replacement (also check type of sample being replaced) Boil Water Notice Other: _____

Sample Collection Date: 4-1-19

Totals completed by collector or sample						Totals completed by lab				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² : Standard Method 9223B, Coli-ert Total Coliform Analysis Method: MMO/MUG 9223B, Coli-ert Fecal or E.coli Analysis Method: MMO/MUG 9223B, Coli-ert				
						Non-Coliform	Total Coliform	Fecal, E. coli, Enterococci, or Coliphage ³	Data Qualifier ⁴	Lab Sample #
1	Well #1	15:12	R	0			A			1003-19
2	Well #2	15:12	R	0			A			1004-19
3	Well #3	15:12	R	0			A			1005-19
4	Office	15:14	D	0.9			A			1006-19
5	Clubhouse	15:15	D	0.9			A			1007-19

RECEIVED
 By DWRM_TLH_DEO_NM at 10:13 am, Apr 04, 2019

Average or disinfectant residuals for distribution routine & repeat samples. Free chlorine or Total chlorine (circle one). 0.9

Disinfectant Residual Analysis Method:
 DPD Colorimetric Other: _____
Person performing disinfectant analysis is (see instructions on reverse):
 A certified operator (# 01237)
 Supervised by certified operator (# _____)
 Employed by a certified lab Employed by DEP or DOH
 Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results: _____
 Date and time DEP/DOH notified by lab of positive results: _____
 Date Report Issued: APR 03 2019
 Lab Signature: [Signature]
 Title: LT

Two Fold Water Engineering, Inc.
 P.O. Box 767
 Melrose, FL 32666
 Phone: 352-475-2248

DEP/DOH USE ONLY
 Satisfactory
 Incomplete Collection Information
 Repeat Samples Required
 Replacement Samples Required
 Date Reviewed by DEP/DOH: _____
 DEP/DOH Reviewing Official: _____

¹ DEP Sample Type Codes: D = Distribution (Routine Compliance), C = Repeat or Check, R = Raw, N = Entry to Distribution, P = Plant Tap, S = Special (clearance, etc.)
² Analysis Methods: MF = SM9222B & D, MTF = 9221B & EC/MUG, MMO/MUG = SM9223B, HPC = SM9215B
³ Results A = coliforms are absent, P = coliforms are present, C = confluent growth, TNTC = too numerous to count
⁴ For Sample Types see Instructions item I.6
⁵ For Analysis Methods see Instructions item II.6
⁶ Please circle appropriate selection
⁷ Defined in Florida Administrative Code Rule 62-160, Table 1
⁸ Complete for community & non-transient non-community systems serving populations up to and including 4,999. Do not include raw or plant samples in the average
 Page 1 of 1

Addendum to Contract



Addendum No. 1 to the Contract dated 04-136-2018 between
SJRC, LLC a Florida Limited Liability Corporation (Seller)
and American Retirement Community, LLC a Delaware Limited Liability Corporation (Buyer)
concerning the property described as:

100 Bayou Dr Satsuma, Fl 32189 Identified in contract by American Title-Bayou Club-ST Johns River Club A, B

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Seller and buyer agree to extend due diligence period from May 13, 2018 to June June 13th, 2018 in order for buyer to provide the following.

Homeowners Association and bylaws

Board of Association

Association Manager

Association Manager Compensation

What state utility board has to grant approval for a water sewer increase?

What is fair mkt rate ? What is current rate ? When was last rate increase?

Actual number of occupied homes?

Actual number of paying monthly ?

Any delinquent?

Number of permits currently ? How many sites vacant ready to put homes on eg utilities in place?

How large is lot that is beside office currently permitted for 85 homes that can be 200+ unit RV community?

Does park have any rights of first refusal on sale of homes?

Need last 3 years actual financials.

Need survey of exist park and permitted sites

Need plat of expansion land and any permits.

Need copy of water sewer utility permit.

Date: May 11, 2018

~~Buyer:~~ Seller

Rachel Wachz

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Addendum to Contract

Addendum No. 2 to the Contract with the Effective Date of July 6, 2018 between

SJRC, LLC, a Florida Limited Liability Company (Seller)

and **American Retirement Community, LLC, a Delaware Limited Liability Company** (Buyer)

concerning the property described as: **100 Bayou Dr Satsuma, FL 32189 Identified in contract by American Title-Bayou Club-ST Johns River Club A, B**

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Seller and Buyer agree to extend Closing Date to July 31, 2018.

Buyer: **American Retirement Community, LLC, a Delaware Limited Liability Company**
Scott Middlebrooks

Date: _____

Buyer: _____

Date: _____

Seller: **SJRC, LLC, a Florida Limited Liability Company**
Rachel Wachs, Managing Member

Date: _____

Seller: _____

Date: _____

Addendum to Contract



Addendum No. 3 to the Contract dated 04-13-2018 between

SJRC, LLC A Florida Limited Liabilities Corporation (Seller)

and American Retirement Community, LLC a Delaware Limited Liabilities Corporation (Buyer)

concerning the property described as:

100 Bayou Dr Satsuma, Fl 32189 Identified in contract by American Title as Bayou Club-St Johns River Club A, B

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Seller and buyer agree to change terms of contact for selling price from \$1,100,000 to \$1,000,000. Finance terms are now \$200,000 due at closing (\$50,000 of which is already in escrow) 07-31-2018. Seller financing \$800,000 @ 4.5% amortised for 20 years. Interest only payments. Balloon note on balance due 3 years from contract date.

Date: Jul 26, 2018

Buyer: Scott Middlebrooks

Date: _____

Buyer: _____

Date: Jul 26, 2018

Seller: Richard G. Wash

Date: _____

Seller: _____

Bill of Sale

Know All Men By These Presents, that St. John's River Club, Utility Company, LLC, a Florida limited liability of the County of Putnam, and State of Florida, parties of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States, to them paid by St. Johns River Estates Utilities, LLC, a Florida limited liability company, of ~~Putnam~~ ~~County, Florida~~, parties of the second part, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer and deliver unto the said parties of the second part, and their executors, administrators and assigns, the following goods and chattels, located within the premises a: Vacant Land Lots-Putnam County, Florida.

As per the Agreement for Purchase and Sale of the Water and Wastewater Assets attached hereto as Exhibit "A"

To Have And To Hold the same unto the said parties of the second part, and their executors, administrators and assigns forever.

And the Undersigned does for himself/herself/itself and such heirs, executors and administrators, covenant to and with the said parties of the second part, and their executors, administrators and assigns, that the Undersigned is/are the lawful owners of the said goods and chattels; that they are free from all encumbrances; that the undersigned has good right to sell the same aforesaid, and will warrant and defend the sale of said property, goods and chattels hereby made, unto the said parties of the second part, and their executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the undersigned have hereunto set our hands and seals this 9th day of August, 2018.

Signed, sealed and delivered in the presence of:

Marcy L. Wells
Marcy L. Wells
(Type or print name beneath line)

John's River Club Utility Company, LLC, a Florida limited liability company

Rachel A. Wachs
Rachel A. Wachs, Manager

[Signature]
(Type or print name beneath line)

_____ [space below this line for acknowledgments] _____

STATE OF Pennsylvania
COUNTY OF Montgomery

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on this 9th day of August, 2018, by Rachel A. Wachs, Manager of St. John's River Club Utility Company, LLC, a Florida limited liability company who has the authority to bind the company and who is personally known to me or who produced a _____ Driver's License as identification.

{notarial seal}

NOTARY PUBLIC:
Kathleen M. Bailey
Kathleen M. Bailey
(print or type name beneath signature line)
State of Pennsylvania
My commission expires: April 19, 2021
My commission number is:

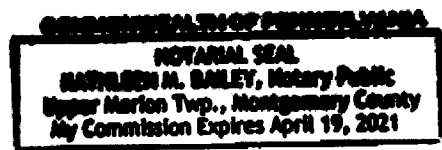


EXHIBIT "A"

**AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS (hereinafter referred to as the "Agreement") is entered into effective the 13th day of April, 2018 by and between ST. JOHN'S RIVER CLUB, LLC, a Florida limited liability company, formerly known as SJRC, LLC (hereinafter referred to as "Seller"), whose address is 215 West Church Road, Suite 105, Kings of Prussia, PA 19406 and AMERICAN RETIREMENT COMMUNITIES, LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser"), whose address is

WITNESSETH

WHEREAS, Seller owns and operates a domestic wastewater collection, treatment and effluent disposal system (hereinafter referred to as "Wastewater System") and potable water system ("Water System") located in Putnam County, Florida, jointly referred to as the "Utility System"; and

WHEREAS, The Seller operates under Certificates of Public Convenience and Necessity 542-W and 470-S (collectively referred to as the "Certificates") issued by the Florida Public Service Commission (hereinafter referred to as the "Commission" or "PSC"), which authorizes Seller to provide water and wastewater service to certain territories in Putnam County, Florida; and

WHEREAS, Purchaser desires to purchase the utility system; and

WHEREAS, the Purchaser and Seller have, on even date herewith, closed upon that certain Sale and Purchase Agreement (hereinafter referred to as the "Real Estate Agreement") for, inter alia, the "Real Property" which is the service area for the Utility System.

NOW THEREFORE, in consideration of the foregoing recital and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System, upon the following terms and conditions;

1. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as described below) upon the terms set forth in this Agreement. The assets include:

- a. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System

- b. All water treatments plants, water supply, and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever including, but not limited to, pumps, plants tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, and effluent disposal facilities valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller, together with all additions or replacements thereto, as identified in Schedule "A" to this Agreement.
- c. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System /and its plants and systems for the procuring, treatment, storage and distribution of potable and non-potable water and the collection, treatment and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Utility System or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the forgoing; together with all rights granted to Seller and under the PSC Certificates, to the extent that Seller's rights to forgoing are transferable.
- d. All items of inventory owned by Seller on the Closing Date and used for the operation and maintenance of the Utility System.
- e. All Supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonable required by Purchaser to operate the Utility System to the extent such are in Seller's possession.
- f. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials to the extent such are in Seller's possession.

2. The following assets are excluded from the Purchased Assets:

- a. Cash, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, any non-refundable deposits and any prepaid expenses of Seller, which are Seller's sole property as of the Closing date.
- b. Escrow and other Seller provisions for payment of federal and state income taxes, and which shall be the Seller's responsibility through the Closing date.
- c. Any other assets not referenced in paragraph 1, above.

- 3.
- a. Purchaser shall pay to Seller, subject to the adjustments and prorations referenced herein, a total purchase price in the amount set forth in the Real Estate Agreement, allocated as provided therein. Notwithstanding anything to the contrary in the immediately aforementioned, in the event the approval by the Florida Public Service Commission has not been received by Purchaser, as required by Paragraph 7 herein below, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) which shall be held by the Escrow Agent until such approval is received by Purchaser.
 - b. Title to the purchased Assets shall be delivered by the Seller to the Purchaser at Closing, free and clear of all liens, encumbrances, debts, liabilities, or third party claims whatsoever.
4. As a material inducement to Purchaser to excuse this Agreement and perform its obligations thereunder, Seller represents and warrants to Purchaser as follows:
- a. Seller is a duly organized validity existing Florida limited liability company, and its status is active under the laws of the State of Florida. Seller has all requisite power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of the Agreement.
 - b. The Members of Seller have approved Seller entering into the Agreement.
 - c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to the Agreement, will constitutes when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
 - d. The execution, delivery and performance of this Agreement will not violate any provisions of law, order of any court or agency of government applicable to Seller, the Operating Agreement of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.
 - e. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets including, without limitation, those reflected in the Public Service Commission, Annual Report (except as may have been sold, or otherwise disposed of, by Seller in the ordinary course of business), and those used or located on property controlled by Seller in its business on the date of this Agreement. The Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction. At Closing, Seller shall deliver title to the

Purchase Assets free and clear of all debts, liens. Pledges, charges or encumbrances, whatsoever.

5. This transfer is subject to and contingent upon the Florida Public Service Commission's (hereinafter referred to as "FPSC") approval. However, pursuant to Section 367.071(1), Florida Statutes, the parties, if mutually agreed, may close prior to obtaining FPSC approval. The Purchaser shall petition the Florida Public Service Commission for transfer of the Certificates previously issued to Seller. Seller shall file any reports, of required, and satisfy its outstanding Florida regulatory assessment fee obligations through the Closing Date. All costs and expenses relative to transfer of the Florida Public Service Commission Certificates shall be borne by Purchaser.

6. If not closed sooner by the mutual consent of the parties, closing shall occur twenty (20) days following the date of PSC approval. Closing shall be at the Seller's attorney's office in Gainesville, Florida

7. This Agreement and the Real Estate Agreement constitute the entire agreements between the parties regarding the real estate sold/purchased and the Utility System. The written agreements shall not be modified except in writing signed by the parties.

8. In the event any term or provision of the Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be constructed as deleted, as such authority determines, and remainder of the Agreement shall be constructed to be in full force and effect.

9. In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees at trial and appellate levels, administrative and bankruptcy proceedings.

10. This Agreement shall be governed by, and construed and interpreted in accordance with the law of the State of Florida.

11. The parties acknowledge that Purchaser intends to assign this Agreement and such assignment does not require Seller's approval. This Agreement shall be binding upon and inure to the benefit of the parties successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREFORE, the parties hereto have caused their signatures to be affixed as of the date and year first above written.

Agreement For Purchase And Sale Of
Water And Wastewater Assets
Page 4

RW

Purchaser:

AMERICAN RETIREMENT COMMUNITIES,
LLC, a Delaware limited liability company

By: _____

4.13.2018

Seller:

ST. JOHN'S RIVER CLUB, LLC,
a Florida limited liability company

By: Rachel Wachs
Rachel Wachs, its Managing Member

Apr 13, 2018

Vacant Land Contract

RW

1. **Sale and Purchase:** SJRC, LLC, a Florida limited liability company ("Seller")
 and American Retirement Community, LLC, a Delaware limited liability company OK ASSIGN ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:

Address: See Exhibit "A" - Legal Description attached hereto.
 Legal Description: _____

SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: _____
 including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) \$ 1,100,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: SARAGA/LIPSHY, PL
 Escrow Agent's Contact Person: Brian Louis Lipshy, Esq.
 Escrow Agent's Address: 201 NE First Avenue, Delray Beach, Florida 33444
 Escrow Agent's Phone: 561-330-0660
 Escrow Agent's Email: Lipshy@sl-law.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within 10 days (3 days if left blank)
 after Effective Date \$ 25,000.00
 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within 35 days (10 days if left blank) after Effective Date
 within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ 25,000.00
 (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ _____
 (d) Other: \$ _____
 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 300,000.00
 (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is lot acre square foot other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before Friday, April 13, 2018, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on 30 days after Feasibility Study ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

51 **5. Financing: (Check as applicable)**

52 (a) Buyer will pay cash for the Property with no financing contingency.

53 (b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55 Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
59 returned.

60 (1) **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____
61 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
65 disclose all such information to Seller and Broker.

66 (2) **Seller Financing:** Buyer will execute a first second purchase money note and mortgage to
67 Seller in the amount of \$ 650,000.00, bearing annual interest at 4.5 % and payable as
68 follows: Interest only amortised over 20 years with balloon payment due three (3) years from the Effective Date.

69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
77 Seller will make the loan.

78 (3) **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

79 _____
80 LN# _____ in the approximate amount of \$ _____ currently payable at
81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
82 fixed other (describe) _____
83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
85 purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
88 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

89 **6. Assignability: (Check one)** Buyer may assign and thereby be released from any further liability under this
90 contract, may assign but not be released from liability under this contract, or may not assign this contract.

91 **7. Title:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
92 deed special warranty deed other (specify) _____, free of liens, easements,
93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 other matters to which title will be subject) _____
96 provided there exists at closing no violation of the foregoing.

97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99 Seller will deliver to Buyer, at

100 (Check one) Seller's Buyer's expense and

101 (Check one) within 21 days after Effective Date at least _____ days before Closing Date,

102 (Check one)

103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
107 Buyer within 15 days after Effective Date.

Buyer () () and Seller (Ru) () acknowledge receipt of a copy of this page, which is 2 of 7 pages.

108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
114 then (1) above will be the title evidence.

115* (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 9 days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
118* Seller cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134* (1) **Feasibility Study:** Buyer will, at Buyer's expense and within 30 days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

161* (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer () and Seller (RWS) () acknowledge receipt of a copy of this page, which is 3 of 7 pages.

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
 Buyer waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

- Taxes on deed
- Recording fees for documents needed to cure title
- Title evidence (if applicable under Paragraph 7)
- Other: _____

(b) Buyer Costs:

- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Title evidence (if applicable under Paragraph 7)
- Lender's title policy at the simultaneous issue rate
- Inspections
- Survey
- Insurance
- Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer and Seller acknowledge receipt of a copy of this page, which is 4 of 7 pages.

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220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing.

223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
232 this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and Buyer's deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
250 this contract, regarding any contingency will render that contingency null and void, and this contract will
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
253 delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
256 unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of Seller, Buyer, and Broker.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.

268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
271 be liable for the full amount of the brokerage fee.

Buyer () () and Seller (RWS) () acknowledge receipt of a copy of this page, which is 5 of 7 pages.

VAC Rev 8/17

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
297 government agencies for verification of the Property condition and facts that materially affect Property
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321* (a) RE/MAX Reliance Group (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify): 4% of selling price.
324* (b) Latitude 28 Real Estate (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify): 2% of selling price.

Buyer (initials) and Seller RWJ acknowledge receipt of a copy of this page, which is 6 of 7 pages.

VAC-11 Rev 6/17

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327 21. Additional Terms: _____
328 There are water and wastewater facilities in operation which cover the service area of the Property being sold
329 under this contract. Concurrent with the execution of this Contract, the parties shall enter into the Asset Sale and
330 Purchase Agreement attached hereto as Exhibit "B". Buyer shall deposit the sum of Ten Thousand Dollars
331 (\$10,000.00) at Closing which shall be held by the Escrow Agent pending approval of the Florida Public Service
332 Commission (hereinafter referred to as "PSC") of the transfer of the utilities from Seller to Buyer. Buyer will
333 diligently apply for such approval. The Ten Thousand Dollars (\$10,000.00) shall be paid to Buyer when PSC
334 approval is obtained and Seller executes transfer documents (Bill of Sale, etc.). Buyer shall operate the utilities
335 beginning on the closing of this Contract and shall indemnify and hold Seller harmless from any losses, damages
336 or costs arising during Buyer's operation thereof.
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____

343 COUNTER-OFFER/REJECTION

- 344 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346 Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
348 **signing.**

American Retirement Community, LLC, a Delaware limited liability company

349 Buyer: _____ Date: 4-13-2018

350 Print name: TIM MAJOR

351 Buyer: _____ Date: _____

352 Print name: _____

353 Buyer's address for purpose of notice:

354 Address: _____

355 Phone: _____ Fax: _____ Email: _____

SJRC, LLC, a Florida limited liability company

356 Seller: Rachel Wachs Date: Apr 13, 2018

357 Print name: Rachel Wachs, Managing Member

358 Seller: _____ Date: _____

359 Print name: _____

360 Seller's address for purpose of notice:

361 Address: 215 West Church Road, Suite 105, King of Prussia, PA 19406

362 Phone: _____ Fax: _____ Email: _____

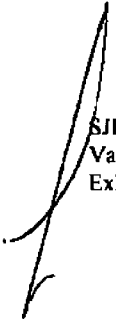
363 **Effective Date: _____ (The date on which the last party signed or initialed and delivered the**
364 **final offer or counter offer.)**

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EXHIBIT "A"
LEGAL DESCRIPTION



SJRC, LLC sale to American Retirement Community, LLC
Vacant Land Contract
Exhibit "A" – Legal Description

RW

First American Title Insurance Company

Schedule A (Continued)

Agent File No.: 97-905-6

Policy No.: FA-35-1346430

LOT 6, BLOCK 5, AND LOT 22, BLOCK 3, BAYOU CLUB SUBDIVISION, UNIT 1-B, AS RECORDED IN MAP BOOK 6, PAGE 60 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

AND:

A TRACT OF LAND SITUATED IN THE J.M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST, BEING A PART OF THOSE CERTAIN LANDS DESCRIBED IN DEED BOOK 244, PAGE 357 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANT WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILROAD, AND RUNNING THENCE SOUTH 28° 29' EAST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 1120.08 FEET TO A CONCRETE MONUMENT, AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM POINT OF BEGINNING (1) CONTINUE SOUTH 28° 29' EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 102.93 FEET TO A CONCRETE MONUMENT. (2) THENCE RUN NORTH 30° 52' EAST, A DISTANCE OF 174.51 FEET TO A CONCRETE MONUMENT. (3) THENCE RUN NORTH 59° 08' WEST, A DISTANCE OF 90.0 FEET TO A CONCRETE MONUMENT. (4) THENCE RUN SOUTH 30° 02' 15" WEST, A DISTANCE OF 121.52 FEET TO THE POINT OF BEGINNING AND TO CLOSE.

TOGETHER WITH THE RIGHT TO THE USE OF THE CANAL ON THE EAST SIDE OF THE PROPERTY DESCRIBED HEREIN IN COMMON WITH THE GRANTORS.

AND:

PARCEL #1

ALL OF GOVERNMENT LOTS 1 AND 2, SECTION 34 (EAST OF THE ST. JOHNS RIVER) TOWNSHIP 10 SOUTH, RANGE 26 EAST, LYING EAST OF THE ATLANTIC COAST LINE RAILROAD AS NOW ESTABLISHED. EXCEPT THEREFROM THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 1659 AND OFFICIAL RECORDS BOOK 491, PAGE 356, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA. ALSO, ALL OF GOVERNMENT LOT 6, SECTION 33, (EAST OF THE ST. JOHNS RIVER), TOWNSHIP 10 SOUTH, RANGE 26 EAST, LYING EAST OF ATLANTIC COAST LINE RAILROAD RIGHT-OF-WAY AS NOW ESTABLISHED. ALSO ALL OF GOVERNMENT LOT 5, SECTION 33 (EAST OF ST. JOHNS RIVER), TOWNSHIP 10 SOUTH, RANGE 26 EAST, LYING EAST OF THE ATLANTIC COAST LINE RAILROAD RIGHT-OF-WAY AS NOW ESTABLISHED AND SOUTH OF A CERTAIN LINE DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 33 (EAST OF THE ST. JOHNS RIVER), TOWNSHIP 10 SOUTH, RANGE 26 EAST AND THENCE RUN NORTH 01°10'50" WEST AND ALONG THE EAST LINE OF SAID SECTION 33, 1582.73 FEET TO A ONE INCH IRON PIPE AND CONCRETE MARKER, AND THE POINT OF BEGINNING OF SAID LINE; (1) THENCE RUN SOUTH 73°26'56" WEST, 478.55 FEET TO A RAILROAD IRON ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, AS NOW ESTABLISHED, AND THE TERMINUS OF SAID LINE.

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PARCEL #2

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING NORTHERLY AND WESTERLY OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 347 AND THAT CERTAIN CANAL WHICH EXTENDS ALONG SAID DRAINAGE EASEMENT TO THE WATERS OF MURPHY CREEK, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS, TO WIT: BEING A PART OF THE J. M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILWAY (FORMERLY THE PALATKA AND INDIAN RIVER RAILWAY) AND RUNNING THENCE NORTH 77° EAST, ALONG THE NORTH LINE OF SAID GRANT, 28.66 CHAINS TO THE NORTHEAST CORNER OF SAID GRANT, WHICH CORNER IS IN TOWNSHIP 10 SOUTH, RANGE 26 EAST; RUNNING FROM THENCE SOUTH 26° EAST, ALONG THE EAST LINE OF SAID GRANT, 21.96 CHAINS; THENCE SOUTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILWAY A DISTANCE OF 22.34 CHAINS FROM THE POINT WHERE THE SAID EASTERN LINE OF SAID RIGHT-OF-WAY CROSSES THE NORTH LINE OF SAID GRANT; THENCE NORTHERLY, ALONG SAID EASTERLY LINE OF SAID RIGHT-OF-WAY, 22.34 CHAINS TO THE NORTH LINE OF SAID GRANT AND THE POINT OF BEGINNING AND TO CLOSE.

LESS AND EXCEPT THEREFROM, THOSE CERTAIN PARCELS OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 73, PAGE 594, OFFICIAL RECORDS BOOK 178, PAGE 326 AND OFFICIAL RECORDS BOOK 336, PAGE 1468. ALL REFERENCES ARE ACCORDING TO THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 1 THROUGH 7, INCLUSIVE, AND LOT 9 OF BLOCK 1; LOTS 1 THROUGH 15, INCLUSIVE, OF BLOCK 2; LOTS 1 THROUGH 6, INCLUSIVE, OF BLOCK 3; AND LOTS 1 THROUGH 5, INCLUSIVE, OF BLOCK 4, IN BAYOU CLUB, UNIT 1-A, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 42, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 23, 24, AND 28, BLOCK 2; LOTS 8, 11 AND 30 OF BLOCK 3; AND LOTS 1 AND 3 OF BLOCK 5 IN BAYOU CLUB, UNIT 1-B, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 16, 17, 29 AND 30, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 25, 27, 29, 31, AND 32, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 2 AND 4, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

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LOTS 18, 19, 20, 21 AND 26, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 7, 9, 10, 22, 23, 24 AND 28, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 5 THROUGH 9, INCLUSIVE, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

BUT INCLUDING:

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 DEG. 33 MIN. 00 SEC. 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 DEG. 27 MIN. 00 SEC. 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 DEG. 27 MIN. 00 SEC. 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 DEG. 26 MIN. 35 SEC. EAST AND A CHORD DISTANCE OF 118.34 FEET; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. 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 DEG. 10 MIN. 10 SEC. 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 DEG. 08 MIN. 00 SEC. 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 DEG. 11 MIN. 44 SEC. WEST AND A CHORD DISTANCE OF 44.89 FEET; THENCE NORTH 39 DEG. 08 MIN. 00 SEC. WEST, A DISTANCE OF 80.11 FEET; THENCE NORTH 07 DEG. 12 MIN. 24 SEC. WEST, A DISTANCE OF 171.23 FEET; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. WEST, A DISTANCE OF 96.19 FEET; THENCE NORTH 61 DEG. 33 MIN. 00 SEC. 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 DEG. 13 MIN. 29 SEC. WEST AND A CHORD DISTANCE OF 12.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. WEST, A DISTANCE OF 17.74 FEET; THENCE SOUTH 61 DEG. 33 MIN. 00 SEC. WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. WEST, A DISTANCE OF 41.07 FEET; THENCE SOUTH 74 DEG. 58 MIN. 55 SEC. WEST, A DISTANCE OF 236.46 FEET TO THE POINT OF BEGINNING.

AND INCLUDING:

REVISED WATER PLANT: A PART OF SECTION 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 26 EAST,

RW

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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 DEG. 27 MIN. 00 SEC. 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 DEG. 27 MIN. 00 SEC. WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CSX TRANSPORTATION 200 FOOT RIGHT OF WAY, A DISTANCE OF 168.19 FEET; THENCE NORTH 67 DEG. 12 MIN. 00 SEC. EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 30 DEG. 40 MIN. 00 SEC. EAST, A DISTANCE OF 113.80 FEET; THENCE SOUTH 56 DEG. 35 MIN. 14 SEC. 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 DEG. 23 MIN. 18 SEC. WEST AND A CHORD DISTANCE OF 30.00 FEET; THENCE SOUTH 61 DEG. 33 MIN. 00 SEC. WEST, A DISTANCE OF 61.92 FEET TO THE POINT OF BEGINNING.

PARCEL #3

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 AND A PART OF GOVERNMENT LOT 2, SECTION 34, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID JOSEPH M. HERNANDEZ GRANT AND THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD 200 FEET RIGHT-OF-WAY; THENCE SOUTH 28° 27' 00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1226.87 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD S-309; THENCE NORTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD S-309, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1860.08 FEET, A CHORD BEARING OF NORTH 53°28'26" WEST AND A CHORD DISTANCE OF 118.16 FEET; THENCE NORTH 26°27'00" WEST, PARALLEL WITH AND 50 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1281.54 FEET; THENCE NORTH 61°33'00" EAST, A DISTANCE OF 50 FEET TO SAID EASTERLY RIGHT-OF-WAY OF SAID RAILROAD; THENCE SOUTH 28°27'00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY OF SAID RAILROAD, A DISTANCE OF 161.04 FEET TO THE POINT OF BEGINNING AND TO CLOSE. VIDE OFFICIAL RECORDS BOOK 451, PAGE 5, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

PARCEL #4

BEING A PART OF THE J. M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WJT: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANT WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILWAY (FORMERLY PALATKA AND INDIAN RIVER RAILWAY) AND RUNNING THENCE NORTH 77° EAST, 28.66 CHAINS TO THE NORTHEAST CORNER OF SAID GRANT, WHICH CORNER IS IN TOWNSHIP 10 SOUTH, RANGE 26 EAST; RUNNING THENCE SOUTH 26° EAST ALONG THE EAST LINE OF SAID GRANT 21.96 CHAINS; THENCE SOUTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILWAY A DISTANCE OF 22.34 CHAINS FROM THE POINT WHERE SAID EASTERLY LINE OF SAID RIGHT-OF-WAY CROSSES THE NORTH LINE OF SAID GRANT; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID RIGHT-OF-WAY 22.34 CHAINS TO THE NORTH LINE OF SAID GRANT AND THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 426, PAGE 1364, OFFICIAL RECORDS BOOK 178, PAGE 326 AND OFFICIAL RECORDS BOOK 336, PAGE 1468 AND OFFICIAL RECORDS BOOK 73, PAGE 594, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

Rw

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PARCEL #5

A TRACT OF LAND, SITUATED IN THE J. M. HERNANDEZ GRANT, SECTION 9, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST, BEING A PART OF THE LANDS DESCRIBED IN DEED BOOK 244, PAGE 357, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DEED BOOK 244, PAGE 357; THENCE NORTH 74°30'30" EAST, 168.03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM THE POINT OF BEGINNING CONTINUE NORTH 74°30'30" EAST, 99.16 FEET TO THE CENTER OF A 30.0 FEET DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 347, OF SAID PUBLIC RECORDS. THENCE NORTH 02°44'30" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 99.92 FEET. THENCE NORTH 15°04'30" EAST ALONG SAID CENTERLINE, A DISTANCE OF 41.12 FEET. THENCE NORTH 83°05'30" WEST, A DISTANCE OF 163.27 FEET. THENCE SOUTH 02°55'50" WEST, A DISTANCE OF 145.17 FEET TO THE RIGHT-OF-WAY OF STATE ROAD S-309. THENCE SOUTH 59°08' EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 79.25 FEET TO THE POINT OF BEGINNING AND CLOSE.

PARCEL #6

PART OF THE J. M. HERNANDEZ GRANT AS DESCRIBED IN BOOK 5, PAGE 639 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, SAID LANDS LYING EAST OF THE RAILROAD AND NORTH OF THE NORTHERLY LINE OF BLOCK 10, SATSUMA SLY OF BOOK 244, PAGE 357, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 1 THROUGH 7, INCLUSIVE, AND LOT 9 OF BLOCK 1; LOTS 1 THROUGH 15, INCLUSIVE, OF BLOCK 2; LOTS 1 THROUGH, 6, INCLUSIVE, OF BLOCK 3; AND LOTS 1 THROUGH 5, INCLUSIVE, OF BLOCK 4, IN BAYOU CLUB, UNIT 1-A, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 42, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 23, 24, AND 28, BLOCK 2; LOTS 8, 11 AND 30 OF BLOCK 3; AND LOTS 1 AND 3 OF BLOCK 5 IN BAYOU CLUB, UNIT 1-B, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 16, 17, 29 AND 30, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 25, 27, 29, 31 AND 32, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 2 AND 4, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

RW

First American Title Insurance Company

LOTS 18, 19, 20, 21 AND 26, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 7, 9, 10, 22, 23, 24 AND 28, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 5 THROUGH 9, INCLUSIVE, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

BUT INCLUDING:

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°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°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°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°26'35" EAST AND A CHORD DISTANCE OF 118.34 FEET; THENCE NORTH 28°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°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°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°11'44" WEST AND A CHORD DISTANCE OF 44.89 FEET; THENCE NORTH 39°08'00" WEST, A DISTANCE OF 80.11 FEET; THENCE NORTH 07°12'24" WEST, A DISTANCE OF 171.23 FEET; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 96.19 FEET; THENCE NORTH 61°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°13'29" WEST AND A CHORD DISTANCE OF 12.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 17.74 FEET; THENCE SOUTH 61°33'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 41.07 FEET; THENCE SOUTH 74°58'55" WEST, A DISTANCE OF 236.46 FEET TO THE POINT OF BEGINNING.

AND INCLUDING:

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


RW

First American Title Insurance Company

COUNTY; THENCE NORTH 28°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°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°12'00" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 30°40'00" EAST, A DISTANCE OF 113.80 FEET; THENCE SOUTH 56°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°23'18" WEST AND A CHORD DISTANCE OF 30.00 FEET; THENCE SOUTH 61°33'00" WEST, A DISTANCE OF 61.92 FEET TO THE POINT OF BEGINNING.

PARCEL #7:

ALL OF THE PROPERTY SHOWN ON THE PLAT OF BAYOU CLUB UNIT 1-C AS SHOWN ON THE PLAT THEREOF RECORDED AT PLAT BOOK 6, PAGE 74 IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.



RW

LESS AND EXCEPT THE FOLLOWING:

LESS LOT 8, 10, BLOCK 1, OF BAYOU CLUB UNIT 1-A, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, AT PAGE 42 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 22 AND 26, BLOCK 3, LOT 22, BLOCK 2, LOT 6, BLOCK 5 OF BAYOU CLUB SUBDIVISION, UNIT 1-B, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 6, PAGE 60 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOT 1 AND 4, BLOCK 7, OF BAYOU CLUB SUBDIVISION, UNIT 1-C, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 6, PAGE 74 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

A handwritten signature in black ink, appearing to be 'RW', is written vertically on the left side of the page.

RW

SJRC, LLC sale to American Retirement Community, LLC
Vacant Land Contract
Exhibit "A" – Legal Description

EXHIBIT "B"

ASSET SALE AND PURCHASE AGREEMENT



RW

SJRC, LLC sale to American Retirement Community, LLC
Vacant Land Contract
Exhibit "B" – Asset Sale and Purchase Agreement

AGREEMENT FOR PURCHASE AND SALE OF

WATER AND WASTEWATER ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS (hereinafter referred to as the "Agreement") is entered into effective the 13th day of April, 2018 by and between ST. JOHN'S RIVER CLUB, LLC, a Florida limited liability company, formerly known as SJRC, LLC (hereinafter referred to as "**Seller**"), whose address is 215 West Church Road, Suite 105, Kings of Prussia, PA 19406 and AMERICAN RETIREMENT COMMUNITIES, LLC, a Delaware limited liability company (hereinafter referred to as "**Purchaser**"), whose address is _____.

WITNESSETH

WHEREAS, Seller owns and operates a domestic wastewater collection, treatment and effluent disposal system (hereinafter referred to as "**Wastewater System**") and potable water system ("**Water System**") located in Putnam County, Florida, jointly referred to as the "**Utility System**"; and

WHEREAS, The Seller operates under Certificates of Public Convenience and Necessity 542-W and 470-S (collectively referred to as the "**Certificates**") issued by the Florida Public Service Commission (hereinafter referred to as the "**Commission**" or "**PSC**"), which authorizes Seller to provide water and wastewater service to certain territories in Putnam County, Florida; and

WHEREAS, Purchaser desires to purchase the utility system; and

WHEREAS, the Purchaser and Seller have, on even date herewith, closed upon that certain Sale and Purchase Agreement (hereinafter referred to as the "Real Estate Agreement") for, inter alia, the "Real Property" which is the service area for the Utility System.

NOW THEREFORE, in consideration of the foregoing recital and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System, upon the following terms and conditions;

1. Purchaser shall buy from Seller, and Seller Shall Sell to Purchaser, the Purchased Assets (as described below) upon the terms set forth in this Agreement. The assets include:

- a. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owed or used by Seller for the construction, operation and maintenance of the Utility System

- b. All water treatments plants, water supply, and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever including, but not limited to, pumps, plants tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, and effluent disposal facilities valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller, together with all additions or replacements thereto, as identified in Schedule "A" to this Agreement.
- c. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System /and its plants and systems for the procuring, treatment, storage and distribution of potable and non-potable water and the collection, treatment and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Utility System or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the forgoing; together with all rights granted to Seller and under the PSC Certificates, to the extent that Seller's rights to forgoing are transferable.
- d. All items of inventory owned by Seller on the Closing Date and used for the operation and maintenance of the Utility System.
- e. All Supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonable required by Purchaser to operate the Utility System to the extent such are in Seller's possession.
- f. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials to the extent such are in Seller's possession.

2. The following assets are excluded from the Purchased Assets:

- a. Cash, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, any non-refundable deposits and any prepaid expenses of Seller, which are Seller's sole property as of the Closing date.
- b. Escrow and other Seller provisions for payment of federal and state income taxes, and which shall be the Seller's responsibility through the Closing date.
- c. Any other assets not referenced in paragraph 1, above.

3.

- a. Purchaser shall pay to Seller, subject to the adjustments and proration referenced herein, a total purchase price in the amount set forth in the Real Estate Agreement, allocated as provided therein. Notwithstanding anything to the contrary in the immediately aforementioned, in the event the approval by the Florida Public Service Commission has not been received by Purchaser, as required by Paragraph 7 herein below, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) which shall be held by the Escrow Agent until such approval is received by Purchaser.
- b. Title to the purchased Assets shall be delivered by the Seller to the Purchaser at Closing, free and clear of all liens, encumbrances, debts, liabilities, or third party claims whatsoever.

4. As a material inducement to Purchaser to excuse this Agreement and perform its obligations thereunder, Seller represents and warrants to Purchaser as follows:

- a. Seller is a duly organized validly existing Florida limited liability company, and its status is active under the laws of the State of Florida. Seller has all requisite power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of the Agreement.
- b. The Members of Seller have approved Seller entering into the Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to the Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provisions of law, order of any court or agency of government applicable to Seller, the Operating Agreement of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.
- e. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets including, without limitation, those reflected in the Public Service Commission, Annual Report (except as may have been sold, or otherwise disposed of, by Seller in the ordinary course of business), and those used or located on property controlled by Seller in its business on the date of this Agreement. The Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction. At Closing, Seller shall deliver title to the

Purchase Assets free and clear of all debts, liens. Pledges, charges or encumbrances, whatsoever.

5. This transfer is subject to and contingent upon the Florida Public Service Commission's (hereinafter referred to as "**FPSC**") approval. However, pursuant to Section 367.071(1), Florida Statutes, the parties, if mutually agreed, may close prior to obtaining FPSC approval. The Purchaser shall petition the Florida Public Service Commission for transfer of the Certificates previously issued to Seller. Seller shall file any reports, if required, and satisfy its outstanding Florida regulatory assessment fee obligations through the Closing Date. All costs and expenses relative to transfer of the Florida Public Service Commission Certificates shall be borne by Purchaser.

6. If not closed sooner by the mutual consent of the parties, closing shall occur twenty (20) days following the date of PSC approval. Closing shall be at the Seller's attorney's office in Gainesville, Florida

7. This Agreement and the Real Estate Agreement constitute the entire agreements between the parties regarding the real estate sold/purchased and the Utility System. The written agreements shall not be modified except in writing signed by the parties.

8. In the event any term or provision of the Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be constructed as deleted, as such authority determines, and remainder of the Agreement shall be constructed to be in full force and effect.

9. In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees at trial and appellate levels, administrative and bankruptcy proceedings.

10. This Agreement shall be governed by, and construed and interpreted in accordance with the law of the State of Florida.

11. The parties acknowledge that Purchaser intends to assign this Agreement and such assignment does not require Seller's approval. This Agreement shall be binding upon and inure to the benefit of the parties successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREFORE, the parties hereto have caused their signatures to be affixed as of the date and year first above written.

Agreement For Purchase And Sale Of
Water And Wastewater Assets
Page 4

RW

Purchaser:

AMERICAN RETIREMENT COMMUNITIES,
LLC, a Delaware limited liability company

By: _____

4.13.2018

Seller:

ST. JOHN'S RIVER CLUB, LLC,
a Florida limited liability company

By: Rachel Wachs Apr 13, 2018
Rachel Wachs, its Managing Member



Extension Addendum to Sale and Purchase Contract

The following date or time period of the Residential Sale and Purchase Contract or Residential Contract for Sale and Purchase between SJRC, LLC (Seller) and ST. JOHNS RIVER ESTATES, LLC (Buyer) dated August 1st, 2018 concerning the Property located at _____
100 Bayour Dr Satsuma, Fl 32189 American Title as Bayou Club-St Johns River Club A, B are hereby extended: (check whichever apply)

Closing Date: The Closing Date expires on August 2nd, 2018. Buyer and Seller hereby agree to extend the Closing Date for an additional term until August 7th, 2018.

Financing Period: The Loan Commitment Period expires on _____, _____. Buyer and Seller hereby agree to extend the Loan Commitment Period for an additional term until _____, _____.

Inspection Period: The Inspection Period expires on _____, _____. Buyer and Seller hereby agree to extend the Inspection Period for an additional term until _____, _____.

Title Cure Period: The title Cure Period expires on _____, _____. Buyer and Seller hereby agree to extend the title Cure Period for an additional term until _____, _____.

Short Sale Approval Deadline: The short sale Approval Deadline expires on _____, _____. Buyer and Seller hereby agree to extend the Approval Deadline for an additional term until _____, _____.

Feasibility Study Period: The Feasibility Study Period expires on _____, _____. Buyer and Seller hereby agree to extend the Feasibility Study Period for an additional term until _____, _____.

Due Diligence Period: The Due Diligence Period expires on _____, _____. Buyer and Seller hereby agree to extend the Due Diligence Period for an additional term until _____, _____.

This extension shall be on the same terms and conditions as stated in the original contract except:

This extension shall be binding on the parties, heirs, successors and assigns. All other non-conflicting terms of the contract remain in full force and effect.

SELLER Aug 1, 2018
DATE

BUYER Aug 1, 2018
DATE

SELLER _____
DATE

BUYER Aug 1, 2018
DATE

LEASE OF LAND

Parties

1.0 This Lease dated December 1, 2006, is made by and between SJRC, LLC, a Florida limited liability company ("Landlord") whose address is 215 West Church Road, Suite 105, King of Prussia, Pennsylvania 19406, and St. John's River Club Utility Company, LLC, a Florida limited liability company ("Tenant") whose Street address is 100 Bayou Drive, Satsuma, Florida 32189 and whose Mailing address is 215 West Church Road, Suite 105, King of Prussia, Pennsylvania 19406.

Premises

2.0 Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord the property located and more particularly described and attached hereto as Exhibit "A", together with all of Landlord's rights, easements, and appurtenances in and to such property and in and to such rights as Landlord may have in highways, roads, streets, lanes, whether public or private, which are contiguous to the property, and all buildings and improvements now or hereafter situated thereon (the "Premises"). The legal description of the Premises is set forth on Exhibit "A" attached hereto. The Premises shall be delivered to Tenant free and clear of all tenants and occupants, and free and clear of all legal violations and hazardous substances with all site preparation and other work to be performed by Landlord completed as required by the terms of this Lease.

Definitions

3.0 This paragraph shall define certain terms and basic provisions to be used in this Lease:

3.1 Intentionally Deleted.

3.2 The ("Initial Term") of this Lease shall commence upon the date Tenant approves the Premises for development and end on the last day of the month which is Ninety-Nine (99) years thereafter.

3.3 Intentionally Deleted.

3.4 The ("Necessary Permits") are all approvals, permits and licenses necessary and/or deemed by Tenant to be advisable for the use of the Premises as provided herein, including, but not limited to, site plan approvals, building permits, pylon sign permits, driveway or curb cut permits and a permit authorizing the operation of Tenant's business.

3.5 The ("Rent Commencement Date") shall commence upon the date Tenant approves the Premises for development.

3.6 Intentionally Deleted.

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Page 1 of 15

3.7 A ("Hazardous Substance") is any petroleum product, asbestos product or other material, substance or waste which is recognized as being hazardous or dangerous to health or the environment by any federal, state or local agency having environmental protection jurisdiction over the Premises.

3.8 An ("Interest Holder") is any mortgagee or assignee (conditional or otherwise) of any interest, or holder of any security interest, in any portion of the Lease or the Premises, derived from Tenant or any parent, affiliate or assignee of Tenant.

3.9 A ("Non-Disturbance Agreement") is a written agreement, in form satisfactory to Tenant and its counsel, by the terms of which a mortgagee under any mortgage (or a trustee under any deed of trust) on the Premises agrees (i) to furnish Tenant and any Interest Holder of which Landlord has knowledge with any notices of default under the mortgage or deed of trust, (ii) not to disturb Tenant's possession and quiet enjoyment of the Premises so long as Tenant is not in default under this Lease, and (iii) that any purchaser at any foreclosure sale or the mortgagee or trustee upon entry, shall assume and perform the obligations of Landlord hereunder, including obligations to any Interest Holder of which Landlord has knowledge.

Term

4.0 The term of this Lease shall commence upon the date Tenant approves the Premises for development and end on the last day of the month which is Ninety-Nine (99) years thereafter.

4.1 The Initial Term of this Lease shall be terminable by Landlord at any time hereafter upon thirty (30) days written notice by Landlord to Tenant or shall be terminable by the written agreement of both parties.

4.2 Tenant agrees to make application for all Necessary Permits and to use reasonable diligence in connection with obtaining such Necessary Permits.

4.3 Intentionally deleted.

Rent

5.0 Tenant agrees to pay an annual rental in equal monthly installments during the term of this Lease, in the amounts set forth on the attached Exhibit "B" hereto, commencing on the Rent Commencement Date and thereafter in advance on the first day of each month. All rental payments are to be made to Landlord at the address set forth in paragraph 1.0 above or such other place as Landlord may direct in writing by certified mail.

Taxes

6.0 In addition to the annual rental hereinabove reserved, Tenant agrees to pay, before interest and penalties accrue, all general real estate taxes which may be imposed on or become due and payable with respect to the Premises during the term. Such taxes for the first and last years of the terms shall be apportioned so that Tenant shall pay only the portion thereof as shall be the same as the portion of the tax year of the taxing authority concerned during which Tenant was obligated to pay rental under the provisions of this Lease. Tenant may, at its own expense and in

the name of either or both Landlord or Tenant, initiate and prosecute proceedings for an abatement or review of any tax and Landlord agrees to cooperate with Tenant in any such proceedings. Tenant shall be entitled to receive any proceeds from such abatement proceedings.

6.1 If the Premises are not assessed separately from Landlord's other and adjacent property as to real estate taxes and/or special assessments, Landlord shall pay such taxes and/or assessments before interest and penalties accrue, and Tenant's portion thereof shall be determined as follows:

6.1.1 Tenant's portion of special and benefit assessments and real estate taxes on the land shall be equal to the product of the sum of the total taxes attributable to land (land assessments multiplied by the aggregate of tax rates of all taxing authorities) multiplied by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of all land assessed and included in the same tax bill as the Premises; plus

6.1.2 If Tenant's building on the Premises is separately assessed for real estate taxes independently from other buildings, or if the office records of the assessing authorities reflect the amount of the total improvements assessment allocable to Tenant's building on the Premises, then such separate assessment or office record allocation shall be multiplied by the aggregate tax rate of the tax authorities, and the result shall represent the real estate taxes attributable to Tenant's building on the Premises; or

6.1.3 If Tenant's building on the Premises is not separately assessed or allocable on the office records of the assessing authorities, then the real estate taxes attributable to all assessed improvements (including Tenant's) by a fraction, the numerator of which shall be the square footage of floor space of Tenant's building located on the Premises and denominator of which shall be the square footage of floor space of all structures existing or under construction at the time of assessment (including Tenant's building) which shall have been assessed and included in the same tax bill as Tenant's building.

6.2 All sums payable by Tenant to Landlord under paragraph 6.1 shall be paid five (5) days prior to accrual of interest or penalty by the taxing authority for non-payment or within thirty (30) days after receipt of a bill from Landlord, whichever is later. Upon completion of Tenant's building on the Premises, the parties shall measure Tenant's building to determine the square foot area thereof. The square foot area of Tenant's building shall include all floor space as measured from the outside face of outside walls, including all floor space available for Tenant's exclusive use, such as (without limitation) storage, utility, washroom and other incidental floor space.

Purpose and Use

7.0 Landlord and Tenant agree that the Premises or any portion thereof may be used for any legitimate and lawful business purpose.

7.1 Tenant shall have the absolute and unconditional right from time to time to construct buildings and improvements on the Premises and to alter, improve, expand, repair, destroy, rebuild and relocate any and all buildings, structures or other improvements, or any portion of any of same, that is or may from time to time be located on the Premises, provided that (i) all such work shall be performed and completed at Tenant's cost and expense; (ii) all of such work

complies with all applicable statutes, ordinances and other governmental requirements; and (iii) the value of the Premises after the completion of such work shall be at least equal in value to the Premises immediately prior to the commencement of such work. In furtherance thereof, Landlord covenants and agrees that it shall, promptly, upon request by Tenant, execute, acknowledge, and deliver such permit applications and other documents as may be customarily required by any authority having jurisdiction over the Premises and/or any such work. If Landlord shall fail to do so within five (5) days of the request therefor, Landlord hereby designates and appoints Tenant as its agent, coupled with an interest, to sign on behalf of Landlord and all permits, applications, or other documents necessary or desirable in order for Tenant to comply with any and all governmental rules, regulations or laws with respect to any of such work, desired or required to be performed by Tenant.

Landlord's Warranties and Covenants

8.0 Landlord represents, warrants, covenants and agrees as follows:

8.1 Landlord represents and warrants that Landlord has good, clear and marketable fee simple title to the Premises and has full right and lawful authority to enter into this Lease for the full term hereof; that the Premises are free from any encumbrance, easement or restriction under which Tenant's rights to possession and use of the Premises may be affected, disturbed or terminated; and that there is presently no mortgage or deed of trust on the premises, except as set forth in Exhibit "A". Landlord covenants that no mortgage, deed of trust, lien or other encumbrance, easement or restriction will be placed against the Premises prior to the recording of this Lease or a memorandum or notice of this Lease without the prior written consent of Tenant. Landlord, at its expense, will obtain and provide to Tenant prior to the commencement of the Initial Term a leasehold title insurance commitment (or a rider to Landlord's existing policy, if available) insuring Tenant's leasehold estate, or where not obtainable, a certificate of an attorney or recognized title examiner, such policy and certificate to be from companies, attorneys or examiners and in such form and amount as are reasonably acceptable to Tenant. The title so insured or certified shall conform to Landlord's representations herein.

8.2 Landlord represents and warrants that the use of the Premises is and will be a permitted use under the zoning laws or ordinances applicable to the Premises.

8.3 Landlord shall be responsible for all costs incurred in preparing the Premises for construction of Tenant's building and improvements including the removal of any existing signs and structures from the Premises and acceptable grading and subsoil conditions, as required by Tenant.

8.4 Landlord represents and warrants that it has never generated, stored, handled or disposed of any Hazardous Substance in or upon the Premises. Landlord further represents to the best of its knowledge, that Landlord is not aware of the generation, storage, handling or disposal of any Hazardous Substance, in or upon the Premises, at any time, by anyone else. Landlord shall indemnify and hold Tenant harmless from and against any and all damages, losses, demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of any Hazardous Substance in existence in or upon the Premises prior to the date of this Lease. Landlord will, at its expense, obtain and provide to Tenant prior to the commencement of the Initial Term, a current environmental report of the Premises which report shall confirm there are

no hazardous substances in existence in or upon the Premises, subject only to exceptions and qualifications as may be usual and customary.

8.5 Landlord further warrants and covenants that as long as Tenant is not in default under this Lease, during the term of this Lease and any extension of said term, Tenant shall have quiet and peaceable enjoyment of the Premises and will not be disturbed.

8.6 Landlord acknowledges that Tenant in executing the Lease is relying upon the representations, warranties, covenants and agreements expressly set forth in paragraphs 8.1 through 8.5 above and agrees that any breach thereof shall, without limitation, be grounds for Tenant to terminate this Lease and/or to pursue any and all remedies available to Tenant at law or in equity.

8.7 Intentionally Deleted.

8.8 Landlord agrees to execute such instruments as may be reasonably required from time to time during the term of this Lease to allow Tenant to construct any structure or building on the Premises; provided, however, that Landlord will not be required to execute any instrument subordinating its fee interest in the Premises. Landlord further agrees that the buildings referred to in paragraph 7.1 of this Lease which may be placed upon the Premises by Tenant shall at all times and under all circumstances during the term of the Lease be considered personal property and shall not be considered as affixed to or part of the Premises, nor as property of Landlord. 8.9

Landlord agrees to deliver to Tenant, at any time and from time to time hereafter, within ten (10) days after request by Tenant, a waiver, duly executed and acknowledged by Landlord and any mortgagee or other person holding an interest in the Premises derived from Landlord, of all right, title and interest in the equipment, signs and fixtures installed or to be installed by Tenant or its successors or assigns, or any tenants thereof, in or upon the Premises.

Subordination and Non-Disturbance

9.0 Landlord warrants and covenants that the holder of any mortgage or deed of trust placed on the Premises at any time prior to the recording of this Lease (or a memorandum or notice hereof) shall, upon request, execute, acknowledge and deliver to Tenant a Non-Disturbance Agreement, as described in paragraph 3.9. Any breach of the foregoing warranty and covenants shall, without limitation, be grounds for Tenant to terminate this Lease and/or to pursue any and all other remedies available to Tenant at law or in equity.

9.1 Any future mortgage or deed of trust covering the Premises shall be subject and subordinate to the rights of Tenant under this Lease. Tenant shall, upon request, execute, acknowledge and deliver to Landlord a written agreement to subordinate this Lease to any such mortgage or deed of trust, provided however that the holder thereof shall first have executed, acknowledged and delivered to Tenant a Non-Disturbance Agreement, as described in paragraph 3.9. Landlord shall promptly give Tenant and any Interest Holder notice of the creation of any such mortgage or deed of trust and shall furnish Tenant with a copy thereof.

Tenant's Covenants

10.0 Tenant covenants and agrees as follows:

10.1 Tenant agrees to procure and maintain, or cause to be procured and maintained, at its own expense, in the names of Landlord and Tenant, a policy or policies of general liability insurance against claims and damages in connection with the Premises. Such policy or policies shall include coverage with a single limit of two million dollars (\$2,000,000) for bodily injury and property damage combined and such statutory insurance as may be required in the state in which the Premises are located.

10.2 Tenant agrees to keep the building constructed on the Premises by Tenant insured against loss or damage by fire, with extended coverage, for its full replacement cost value.

10.3 Tenant agrees to keep the Premises in as good order, repair and condition as the same were in at the commencement of the term or may be put in thereafter, except for reasonable wear and use and for damage resulting from fire or casualty.

10.4 Tenant agrees not to generate, store, handle or dispose of any hazardous substance in or upon the Premises during the term of the Lease. In the event, however, that any substance used in Tenant's business shall, during the Lease term, become designated as a hazardous substance, then Tenant shall, to the extent practicable, discontinue use of the substance on the Premises. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the hazardous substance on the Premises in a manner consistent with all standards and regulations for the safe use of such hazardous substance promulgated by governmental agencies having jurisdiction. Tenant shall indemnify and hold Landlord harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney fees, arising out of the breach of this paragraph 10.4 by Tenant.

10.5 Provided Landlord is not then in default, Tenant agrees to relinquish all of its interests in the building placed upon and improvements made to the Premises, including all filling, grading, hardtopping, curb cuts and utilities, at the expiration of the term of Lease or any extension thereof.

Rights to Terminate

11.0 Landlord shall have the right to terminate this Lease at any time upon thirty (30) days written notice by Landlord to Tenant or this lease may be terminated by the written agreement of both Landlord and Tenant. Upon any such termination, provided Landlord is not then in default, this Lease shall terminate as though the termination were the date originally fixed as the end of the term. In the event that Landlord or both parties shall exercise this right of termination, Tenant, after causing to be removed its equipment, fixtures, signs and advertising devices, shall return the Premises to Landlord, allowing to remain thereon all of the improvements made to the Premises, including any buildings and improvements and all filling, grading, hardtopping, curb cuts and utilities. In the event that Landlord or both parties exercise this right of termination, Tenant further agrees to satisfy all mortgages, liens or encumbrances placed on its interests in the Premises.

Tenant's Rights of Mortgage, Assignment and Sublease

12.0 Tenant shall have no right to do any one or more of the following: (i) mortgage or assign its interests hereunder, (ii) assign this Lease, and (iii) sublease the Premises or any part thereof; Tenant shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by Tenant.

Rights of Interest Holders

13.0 Landlord shall not, without the prior written consent of any Interest Holder of which Landlord has knowledge, accept any surrender of any portion of the Premises, termination or cancellation of this Lease nor permit any modifications, change, or waiver of the terms of this Lease. Landlord also agrees to give any such Interest Holder a true copy of any notice of default hereunder mailed to Tenant, at the same time such notice is mailed to Tenant. For the applicable period specified in paragraph 18.0 and for an additional period of fifteen (15) days in the event of a default in the payment of rent and for an additional period of thirty (30) days in the event of any other default hereunder, said Interest Holder shall have the right to take such action or make such payment as may be necessary or appropriate to cure any default specified in said notice or in the event such default cannot be reasonably cured within such thirty (30) day period to begin to cure such default, it being the intention of the parties hereto that Landlord will not exercise its right to terminate this Lease without affording to the Interest Holder the aforesaid opportunity to cure or to begin to cure the claimed default.

Tenant's Right of First Refusal

14.0 Tenant shall have no Right of First Refusal under this Lease.

Other Duties of Parties

15.0 All insurance policies required to be carried by either party hereunder shall be written in the names of Landlord and Tenant as their respective interests may appear, with appropriate endorsements in favor of any other parties who may have an interest in the Premises, by responsible insurance companies authorized to write insurance in the state where the Premises are located, and shall contain provisions denying to the insurer acquisition by subrogation of rights of recovery against Landlord or Tenant. Each party shall be entitled to duplicates or certificates of the insurance policies and satisfactory evidence of prompt payments of premiums.

15.1 Each party doing any construction, maintenance or repair work shall pay for it and shall promptly discharge or bond any liens arising therefrom.

15.2 Each party shall, without charge, at any time and from time to time hereafter, within ten (10) days after request by the other party, or any Interest Holder, certify by a written instrument duly executed and acknowledged as to the validity and force and effect of this Lease, in accordance with its tenor, as then constituted, and as to the existence of any default on that part of any party hereunder.

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15.3 Upon request of either party, the other party shall execute, acknowledge and deliver an appropriate recordable instrument giving notice of this Lease. Recording costs shall be borne by the requesting party.

15.4 If either party shall default in any of its obligations hereunder, the other party may at its option, cure the default at the expense of the party in default. Any sums expended by Landlord under this paragraph shall be deemed to be additional rent for nonpayment of which Landlord shall have the same remedies as in the case of nonpayment of any other rent hereunder.

Fire or Casualty

16.0 If the building located on the Premises, or any part thereof, shall be damaged at any time by fire or casualty and Tenant shall elect not to restore said building, then Tenant shall have the right to terminate this Lease by giving Landlord at least one hundred and twenty (120) days written notice. Except during the first ten (10) years of the Initial Term or during the ten (10) year period immediately following the completion of any substantial remodeling of the Premises costing in excess of fifty percent (50%) of the replacement cost of the building constructed on the Premises at the time of such remodeling, if Tenant elects to terminate this Lease under the provisions of this paragraph, any proceeds from the insured casualty shall inure to the benefit of Landlord. If Tenant elects to restore the Premises, Tenant will accomplish such restoration with reasonable dispatch and a just proportion of the rent hereunder shall be abated pending restoration according to the nature and extent of the impairment to the conduct of the business on the Premises.

Eminent Domain

17.0 In the case the Premises or any part thereof shall be taken by the exercise of the right of eminent domain, then Tenant shall have the option to terminate this Lease if the taking is of such character as to impair or prevent Tenant from conducting its business substantially as theretofore conducted, provided said election shall be made within ninety (90) days after the receipt of notice of said taking. If Tenant shall not so elect to terminate, then in case of such taking rendering the said Premises unfit for use and occupation, a just proportion of the rent shall be abated according to the nature and extent of the taking or damage or destruction until such Premises or what may remain thereof have been put by Landlord in the proper condition for use and occupation by Tenant. If this Lease shall not be so terminated and Tenant shall remain in occupation hereunder then there shall be a permanent reduction of rent according to the nature and extent of the deprivation to Tenant of the property as previously constituted. It is agreed that the interests of each party hereto in any condemnation award shall be dealt with according to law and that each party shall have the right to participate and represent its own interest in any such proceeding and that Tenant shall be reimbursed out of the amount of any recovery awarded for damages, including therein damages sustained to the building and other improvements to the Premises provided by Tenant. Landlord hereby represents to Tenant that, as of the date Landlord signs this Lease, Landlord has no actual or constructive knowledge of any proposed condemnation of any part of the Premises, which has not been disclosed in writing to Tenant. Landlord further agrees to promptly notify Tenant of any proposed condemnation of the Premises, whether total or partial, temporary or permanent, of which Landlord becomes aware during the term of this Lease.

Provisions of Default

18.0 If Tenant defaults in any rent payment required by this Lease and such default continues for fifteen (15) days after written notice thereof to Tenant, or if Tenant defaults in any of its other covenants herein contained and within a period of thirty (30) days after written notice specifying such default to Tenant, Tenant has not cured any default or defaults so specified or, if the same cannot reasonably be cured within said period, has not begun to cure such default, Landlord may, at its option, but subject to the provisions of paragraph 13.0 terminate this Lease and Tenant will remove its property as set forth in paragraph 11.0 hereof.

18.1 If Landlord defaults in any of its covenants herein contained and within a period of thirty (30) days after written notice specifying such default to Landlord, Landlord has not cured any default(s) so specified, or if the same cannot reasonably be cured within said period, has not begun to cure such default and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure default(s), Tenant may, at its option, cure such default at Landlord's expense or may terminate this Lease and/or avail itself of any other remedies available in equity and at law.

Proprietary Interests

19.0 The use on the Premises by Tenant of any trademark, service mark or other proprietary mark or symbol shall not create in Landlord any rights to the use thereof. Landlord agrees that if, for any reason, this Lease is terminated and the building becomes the property of Landlord, Tenant may remove all features of the improvements upon the Premises which are distinctive of Tenant's business, trademarks and other proprietary marks or symbols.

Waivers

20.0 One or more waivers of any covenant, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to any subsequent similar act by Tenant. Except as expressly set forth in this Lease, neither party shall be liable to the other party, or to any insurance company (by way of subrogation or otherwise) insuring the other party, for any loss or damage to any building, structure or other tangible property, or losses under worker's compensation laws or benefits, even though such loss or damage might have been caused by the negligence of such party, its agents or employees. Each party does hereby waive trial by jury in any action, proceeding or counterclaim arising out of or connected in any way with this Lease or Tenant's occupation of the Premises.

Broker

21.0 Any and all commissions, compensations or other broker expense incident to this Lease shall be paid by Landlord. The parties represent that they have dealt with no broker regarding this Lease. Each party, as "indemnitor", agrees to hold the other party harmless from any expense arising out of any broker's claim to have represented such indemnitor, with respect to the creation of this Lease.

Notices

22.0 All notices hereunder by Landlord to Tenant shall be given by certified or registered mail, return receipt requested, addressed to Tenant at the address set forth in paragraph 1.0, or to such other address as Tenant may from time to time give by certified mail to Landlord for this purpose; all notices by Tenant to Landlord shall be given by certified or registered mail, return receipt requested, addressed to Landlord at the address set forth in paragraph 1.0 above or at such other address as Landlord may from time to time give by certified mail to Tenant for this purpose; all notices to any Interest Holder shall be given by certified mail addressed to said Interest Holder at the place specified in any notice of the creation of said interest given to Landlord by notice hereunder. The date of service for notices shall be the date such notices are received (as indicated by the return receipt or otherwise) or first refused, if that be the case.

Miscellaneous

23.0 It is further agreed by the parties hereto that the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns. The captions in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease. This Lease represents the final agreement between the two parties and any other representations other than what is contained in this Lease are not valid or binding.

23.1 Nothing contained in this Lease shall render Landlord in anyway a partner, joint venturer or associate with Tenant in the operation of the Premises or subject Landlord to any obligation, loss, charge or expense in connection with or arising from the operation of the Premises. Notice is hereby given to all whom it may concern of the foregoing.

23.2 Whenever Landlord's consent or approval is required hereunder, Landlord shall not unreasonably withhold, condition or delay the granting of its consent or approval.

23.3 Neither party shall be in default hereunder nor liable to the other party if such party is unable to fulfill any of its obligations, or is delayed in doing so, due to events beyond its control. In any such case, the time for performance shall be extended by a period of time equal to the duration of such events. Events beyond a party's control include, without limitation, war, civil unrest, weather conditions, accidents, breakage, strike, labor troubles, acts of God, government regulations, moratorium or the governmental action or inaction, and the inability despite the exercise of reasonable diligence to obtain electricity water or fuel. If any delay or inability to perform can be avoided by the payment of money, such delay or inability shall not constitute an event beyond a party's control.

(SIGNATURE PAGE TO FOLLOW)

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IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

(Landlord)

SJRC, LLC, a Florida limited liability company

By Rachel A Wachs
Managing Member

Witness

RACHEL A WACHS
Print Name

Witness

Signed, sealed and delivered in the presence of:

(Tenant)

St. John's River Club Utility Company, LLC, a Florida limited liability company

By Rachel A Wachs
Managing Member

Witness

RACHEL A WACHS
Print Name

Witness

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STATE OF FLORIDA
COUNTY OF PALM BEACH

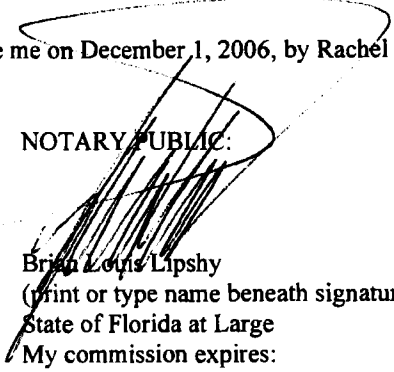
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on December 1, 2006, by Rachel A. Wachs, who is personally known to me.



{notarial seal}

NOTARY PUBLIC:


Brian Louis Lipshy
(print or type name beneath signature line)
State of Florida at Large
My commission expires:
My commission number is:

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Exhibit "A"

DESCRIPTION of the property located at 100 Bayou Drive Satsuma, Florida 32189 being the Premises in the Lease dated December 1, 2006, by and between SJRC, LLC ("Landlord"), and St. John's River Club Utility Company, LLC ("Tenant").

LEGAL DESCRIPTION ATTACHED HERETO

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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 DEG. 33 MIN. 00 SEC. 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 DEG. 27 MIN. 00 SEC. 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 DEG. 27 MIN. 00 SEC. 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 DEG. 26 MIN. 35 SEC. EAST AND A CHORD DISTANCE OF 118.34 FEET; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. 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 DEG. 10 MIN. 10 SEC. 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 DEG. 08 MIN. 00 SEC. 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 DEG. 11 MIN. 44 SEC. WEST AND A CHORD DISTANCE OF 44.89 FEET; THENCE NORTH 39 DEG. 08 MIN. 00 SEC. WEST, A DISTANCE OF 80.11 FEET; THENCE NORTH 07 DEG. 12 MIN. 24 SEC. WEST, A DISTANCE OF 171.23 FEET; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. WEST, A DISTANCE OF 96.19 FEET; THENCE NORTH 61 DEG. 33 MIN. 00 SEC. 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 DEG. 13 MIN. 29 SEC. WEST AND A CHORD DISTANCE OF 12.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. WEST, A DISTANCE OF 17.74 FEET; THENCE SOUTH 61 DEG. 33 MIN. 00 SEC. WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 28 DEG. 27 MIN. 00 SEC. WEST, A DISTANCE OF 41.07 FEET; THENCE SOUTH 74 DEG. 58 MIN. 55 SEC. WEST, A DISTANCE OF 236.46 FEET TO THE POINT OF BEGINNING.

AND INCLUDING:

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 DEG. 27 MIN. 00 SEC. 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 DEG. 27 MIN. 00 SEC. WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CSX TRANSPORTATION 200 FOOT RIGHT OF WAY, A DISTANCE OF 168.19 FEET; THENCE NORTH 67 DEG. 12 MIN. 00 SEC. EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 30 DEG. 40 MIN. 00 SEC. EAST, A DISTANCE OF 113.80 FEET; THENCE SOUTH 56 DEG. 35 MIN. 14 SEC. 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 DEG. 23 MIN. 18 SEC. WEST AND A CHORD DISTANCE OF 30.00 FEET; THENCE SOUTH 61 DEG. 33 MIN. 00 SEC. WEST, A DISTANCE OF 61.92 FEET TO THE POINT OF BEGINNING.

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Exhibit "B"

RENTAL SCHEDULE for the Lease dated December 1, 2006, by and between SJRC, LLC ("Landlord"), and St. John's River Club Utility Company, LLC ("Tenant").

In accordance with the terms of paragraph 5.0 of the Lease, Tenant agrees to pay Landlord the rentals set forth in the following schedule:

Rental Period		Annual	Monthly
<u>From</u>	<u>To</u>	<u>Rental</u>	<u>Installment</u>
Initial Term: 99 Years			
Rent Commencement Date	-	\$1,200.00	\$100.00



TIM SMITH, PUTNAM CO. CLERK OF COURT
RCD: 02/07/2007 @ 10:11

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EXHIBIT "A" LEGAL DESCRIPTION

All of the following Lots and Blocks as shown on Plat of Bayou Club, Unit 1-C, according to the plat thereof, as recorded in Plat Book 6, Page 74, of the Public Records of Putnam County, Florida:

Block 5, Lots 17, and 18;
Block 6, Lots 1, 2 and 4;
Block 7, Lots 3 and 5;
Block 8, Lots 2, 3, 4, 5 and 6;
Block 9, Lot 12;

AND

PARCEL #1

ALL OF GOVERNMENT LOTS 1 AND 2, SECTION 34 (EAST OF THE ST. JOHNS RIVER) TOWNSHIP 10 SOUTH, RANGE 26 EAST, LYING EAST OF THE ATLANTIC COAST LINE RAILROAD AS NOW ESTABLISHED. EXCEPT THEREFROM THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 344, PAGE 1659 AND OFFICIAL RECORDS BOOK 491, PAGE 356, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA. ALSO, ALL OF GOVERNMENT LOT 6, SECTION 33, (EAST OF THE ST. JOHNS RIVER), TOWNSHIP 10 SOUTH, RANGE 26 EAST, LYING EAST OF ATLANTIC COAST LINE RAILROAD RIGHT-OF-WAY AS NOW ESTABLISHED. ALSO ALL OF GOVERNMENT LOT 5, SECTION 33 (EAST OF ST. JOHNS RIVER), TOWNSHIP 10 SOUTH, RANGE 26 EAST, LYING EAST OF THE ATLANTIC COAST LINE RAILROAD RIGHT-OF-WAY AS NOW ESTABLISHED AND SOUTH OF A CERTAIN LINE DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 33 (EAST OF THE ST. JOHNS RIVER). TOWNSHIP 10 SOUTH, RANGE 26 EAST AND THENCE RUN NORTH 01 degrees 10' 50" WEST AND ALONG THE EAST LINE OF SAID SECTION 33, 1582.73 FEET TO AN ONE INCH IRON PIPE AND CONCRETE MARKER, AND THE POINT OF BEGINNING OF SAID LINE; (1) THENCE RUN SOUTH 73 degrees 26' 56" WEST, 478.55 FEET TO A RAILROAD IRON ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, AS NOW ESTABLISHED, AND THE TERMINUS OF SAID LINE.

PARCEL #2

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING NORTHERLY AND WESTERLY OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 347 AND THAT CERTAIN CANAL WHICH EXTENDS ALONG SAID DRAINAGE EASEMENT TO THE WATERS OF MURPHY CREEK, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS, TO WIT: BEING A PART OF THE J. M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILWAY (FORMERLY THE PALATKA AND INDIAN RIVER RAILWAY) AND RUNNING THENCE NORTH 77' EAST, ALONG THE NORTH LINE OF SAID GRANT, 28.66 CHAINS TO THE NORTHEAST CORNER OF SAID GRANT, WHICH CORNER IS IN TOWNSHIP 10 SOUTH, RANGE 26 EAST; RUNNING FROM THENCE SOUTH 26 degrees EAST, ALONG THE EAST LINE OF SAID GRANT, 21.96 CHAINS; THENCE SOUTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILWAY A DISTANCE OF 22.34 CHAINS FROM THE POINT WHERE THE SAID EASTERN LINE OF SAID RIGHT-OF-WAY CROSSES THE NORTH LINE OF SAID GRANT; THENCE NORTHERLY, ALONG SAID EASTERLY LINE OF SAID RIGHT-OF-WAY,

Exhibit "A" continued

22.34 CHAINS TO THE NORTH LINE OF SAID GRANT AND THE POINT OF BEGINNING AND TO CLOSE.

LESS AND EXCEPT THEREFROM, THOSE CERTAIN PARCELS OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 73, PAGE 594, OFFICIAL RECORDS BOOK 178, PAGE 326 AND OFFICIAL RECORDS BOOK 336, PAGE 1468. ALL REFERENCES ARE ACCORDING TO THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 1 THROUGH 7, INCLUSIVE, AND LOT 9 OF BLOCK 1; LOTS 1 THROUGH 15, INCLUSIVE, OF BLOCK 2; LOTS 1 THROUGH, 6, INCLUSIVE, OF BLOCK 3; AND LOTS 1 THROUGH 5, INCLUSIVE, OF BLOCK 4, IN BAYOU CLUB, UNIT 1-A, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 42, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 23, 24, AND 28, BLOCK 2; LOTS 8, 11 AND 30 OF BLOCK 3; AND LOTS 1 AND 3 OF BLOCK 5 IN BAYOU CLUB, UNIT 1-B, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 16, 17, 29 AND 30, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA. LOTS 25, 27, 29, 31 AND 32, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA. LOTS 2 AND 4, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 18, 19, 20, 21 AND 26, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA. LOTS 7, 9, 10, 22, 23, 24 AND 28, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 5 THROUGH 9, INCLUSIVE, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

BUT INCLUDING:

REVISED SEWERAGE TREATMENT PLANT; A PART OF THE JOSEPH M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 SOUTH, RANGE 26 EAST,

Exhibit "A" continued

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° 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°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°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°26'35" EAST AND A CHORD DISTANCE OF 118.34 FEET; THENCE NORTH 28°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°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°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°11'44" WEST AND A CHORD DISTANCE OF 44.89 FEET: THENCE NORTH 39°08'00" WEST, A DISTANCE OF 80.11 FEET: THENCE NORTH 07°12'24" WEST, A DISTANCE OF 171.23 FEET: THENCE NORTH 28°27'00" WEST, A DISTANCE OF 96.19 FEET; THENCE NORTH 61°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°13'29" WEST AND A CHORD DISTANCE OF 12.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 17.74 FEET: THENCE SOUTH 61°33'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 41.07 FEET; THENCE SOUTH 74°58'55" WEST, A DISTANCE OF 236.46 FEET TO THE POINT OF BEGINNING.

AND INCLUDING:

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°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°27'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CSX

Exhibit "A" continued

TRANSPORTATION 200 FEET RIGHT-OF-WAY, A DISTANCE OF 168.19 FEET; THENCE NORTH 67°12'00" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 30°40'00" EAST, A DISTANCE OF 113.80 FEET; THENCE SOUTH 56°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°23'18" WEST AND A CHORD DISTANCE OF 30.00 FEET; THENCE SOUTH 61°33'00" WEST, A DISTANCE OF 61.92 FEET TO THE POINT OF BEGINNING.

PARCEL #3

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 AND A PART OF GOVERNMENT LOT 2, SECTION 34, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID JOSEPH M. HERNANDEZ GRANT AND THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD 200 FEET RIGHT-OF-WAY; THENCE SOUTH 28° 27' 00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1226.87 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD S-309; THENCE NORTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD S-309, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1860.08 FEET, A CHORD BEARING OF NORTH 53°28'26" WEST AND A CHORD DISTANCE OF 118.16 FEET; THENCE NORTH 26°27'00" WEST, PARALLEL WITH AND 50 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1281.54 FEET; THENCE NORTH 61°33'00" EAST, A DISTANCE OF 50 FEET TO SAID EASTERLY RIGHT-OF-WAY OF SAID RAILROAD; THENCE SOUTH 28°27'00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY OF SAID RAILROAD, A DISTANCE OF 161.04 FEET TO THE POINT OF BEGINNING AND TO CLOSE. VIDE OFFICIAL RECORDS BOOK 451, PAGE 5, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

PARCEL #4

BEING A PART OF THE J. M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANT WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILWAY (FORMERLY PALATKA AND INDIAN RIVER RAILWAY) AND RUNNING THENCE NORTH 77° EAST, 28.66 CHAINS TO THE NORTHEAST CORNER OF SAID GRANT, WHICH CORNER IS IN TOWNSHIP 10 SOUTH, RANGE 26 EAST; RUNNING THENCE SOUTH 26° EAST ALONG THE EAST LINE OF SAID GRANT 21.96 CHAINS; THENCE SOUTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ATLANTIC COAST LINE RAILWAY A DISTANCE OF 22.34 CHAINS FROM THE POINT WHERE SAID EASTERLY LINE OF SAID RIGHT-OF-WAY CROSSES THE NORTH LINE OF SAID GRANT; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID RIGHT-OF-WAY 22.34 CHAINS TO THE NORTH LINE OF SAID GRANT AND THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 426, PAGE 1364, OFFICIAL RECORDS BOOK 178, PAGE 326 AND OFFICIAL RECORDS BOOK 336, PAGE 1468 AND OFFICIAL RECORDS BOOK 73, PAGE 594, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

Exhibit "A" continued

PARCEL #5

A TRACT OF LAND, SITUATED IN THE J. M. HERNANDEZ GRANT, SECTION 39, TOWNSHIP 10 AND 11 SOUTH, RANGE 26 EAST, BEING A PART OF THE LANDS DESCRIBED IN DEED BOOK 244, PAGE 357, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DEED BOOK 244, PAGE 357; THENCE NORTH 74°30'30" EAST, 168.03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM THE POINT OF BEGINNING CONTINUE NORTH 74°30'30" EAST, 99.16 FEET TO THE CENTER OF A 30.0 FEET DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 347, OF SAID PUBLIC RECORDS. THENCE NORTH 02°44 '30" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 99.92 FEET. THENCE NORTH 15°04'30" EAST ALONG SAID CENTERLINE, A DISTANCE OF 41.12 FEET. THENCE NORTH 83° 05'30" WEST, A DISTANCE OF 163.27 FEET. THENCE SOUTH 02°55'50" WEST, A DISTANCE OF 145.17 FEET TO THE RIGHT-OF-WAY OF STATE ROAD S-309. THENCE SOUTH 59°08' EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 79.25 FEET TO THE POINT OF BEGINNING AND CLOSE.

PARCEL #6

PART OF THE J. M. HERNANDEZ GRANT AS DESCRIBED IN BOOK S, PAGE 639 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, SAID LANDS LYING EAST OF THE RAILROAD AND NORTH OF THE NORTHERLY LINE OF BLOCK 10, SATSUMA SLY OF BOOK 244, PAGE 357, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 1 THROUGH 7, INCLUSIVE, AND LOT 9 OF BLOCK 1; LOTS 1 THROUGH 15, INCLUSIVE, OF BLOCK 2; LOTS 1 THROUGH, 6, INCLUSIVE, OF BLOCK 3; AND LOTS 1 THROUGH 5, INCLUSIVE, OF BLOCK 4, IN BAYOU CLUB, UNIT 1-A, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 42, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 22, 23, 24, AND 28, BLOCK 2; LOTS 8, 11, 26 AND 30 OF BLOCK 3; AND LOTS 1 AND 3 OF BLOCK 5 IN BAYOU CLUB, UNIT 1-B, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 16, 17, 29 AND 30, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 25, 27, 29, 31 AND 32, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

Exhibit "A" continued

LOTS 2 AND 4, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND, THE FOLLOWING DESCRIBED LANDS, TO WIT:

LOTS 18, 19, 20, 21 AND 26, BLOCK 2, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 7, 9, 10, 22, 23, 24 AND 28, BLOCK 3, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

LOTS 5 THROUGH 9, INCLUSIVE, BLOCK 5, UNIT 1-B, BAYOU CLUB, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 60, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

BUT INCLUDING:

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°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°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°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°26'35" EAST AND A CHORD DISTANCE OF 118.34 FEET; THENCE NORTH 28°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°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°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°11'44" WEST AND A CHORD DISTANCE OF 44.89 FEET; THENCE NORTH 39°08'00" WEST, A DISTANCE OF 80.11 FEET; THENCE NORTH 07°12'24" WEST, A DISTANCE OF 171.23 FEET; THENCE NORTH 28° 27'00" WEST, A DISTANCE OF 96.19 FEET;

Exhibit "A" continued

THENCE NORTH 61°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°13'29" WEST AND A CHORD DISTANCE OF 12.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 17.74 FEET; THENCE SOUTH 61°33'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 28°27'00" WEST, A DISTANCE OF 41.07 FEET; THENCE SOUTH 74°58'55" WEST, A DISTANCE OF 236.46 FEET TO THE POINT OF BEGINNING.

AND INCLUDING:

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°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°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°12'00" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 30°40'00" EAST, A DISTANCE OF 113.80 FEET; THENCE SOUTH 56°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°23'18" WEST AND A CHORD DISTANCE OF 30.00 FEET; THENCE SOUTH 61°33'00" WEST, A DISTANCE OF 61.92 FEET TO THE POINT OF BEGINNING.

PARCEL #7

ALL OF THE PROPERTY SHOWN ON THE PLAT OF BAYOU CLUB UNIT 1-C AS SHOWN ON THE PLAT THEREOF RECORDED AT PLAT BOOK 6, PAGE 74 IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

Less and excepting the following:

Lot 7, Block 2
Lots 3, 5, 6, 7, 8, 9 and 10 Block 6
Lots 4 and 6, Block 7

**St. John's River Club Utility Company, LLC, a Florida limited liability company
MEMBERS RESOLUTION**

The undersigned, being the sole Member of the above-named limited liability company (hereinafter referred to as the ("**COMPANY**")), hereby take the following actions by written consent in lieu of a meeting.

WITNESSETH:

WHEREAS, St. John's River Club, LLC, a Florida limited liability company f/k/a SJRC, LLC, a Florida limited liability company (the "Member") is the sole member of the COMPANY; and

WHEREAS, the COMPANY is selling the wastewater collection, treatment and effluent disposal system (hereinafter the "Wastewater System") and potable water system (hereafter the "Water System") located in Putnam County, Florida, jointly referred to as the ("Utility System") and described as follows:

See attached Exhibit "A"

WHEREAS, the Member desires to authorize Rachel A. Wachs, as Managing Member of Member, and sole member of the COMPANY to take any and all such actions, and execute any documentation or other items whatsoever.

NOW, THEREFORE, upon the unanimous vote of all Members, be it resolved:

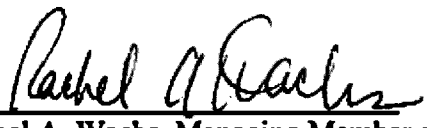
1. That the recitals set forth herein are true and correct and are incorporated herein by reference.
2. That the **COMPANY** is hereby authorized and directed to take any actions, enter into any contracts, agreements or take whatever steps may be necessary, now or hereafter, to sell the Property. All past actions of the **COMPANY**, its managing members, and any Contracts entered into by the Managing Member of the **COMPANY** are hereby approved, ratified and confirmed in all respects.
3. That **Rachel A. Wachs** as Managing Member shall be authorized, empowered and directed to take all such necessary action, now or hereafter, on behalf of the **COMPANY**, which they may deem, in their discretion, necessary to sell the Property.
4. That **Rachel A. Wachs** as Managing Member of the **COMPANY**, is hereby authorized, empowered and directed, now or thereafter, to execute any documentation, including, but not limited to any Bills of Sale and Affidavits, and all other documents, instruments and agreements as may be required to sell the Property.

5. That **Rachel A. Wachs** as Managing Member of the **COMPANY** is hereby authorized, empowered and directed, to negotiate the specific terms and conditions of said sale, the commissions and charges to be paid in connection therewith and to execute and deliver on behalf of the **COMPANY**, the aforesaid conveyance documents and other documents necessary or incidental to the consummation of said sale and said officer is further authorized, empowered and directed to make all disbursements and payments necessary or incidental for the consummation of said sale.

6. That all actions by the Managing Member of the **COMPANY** with regard to the negotiation of the purchase and obtaining of the Property, are hereby ratified, approved and confirmed in all respects.

Executed on this 16th day of August, 2018

St. John's River Club Utility Company, LLC, a
Florida limited liability company

By: 
Rachel A. Wachs, Managing Member and
Sole Member

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: January 30, 2017
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Melinda Watts, Engineering Specialist, Division of Engineering *MW DEH*
RE: Docket No.170018-SU- Application to transfer wastewater system and Certificate No. 137-S in Brevard County from Colony Waste Services, LLC to Merritt Island Utility Company, Inc.

Please file the attached "Staff approval of Customer Notice " in the above metioned docket file.

Thank you ~

Melinda Watts

To: Troy Rendell
Cc: Kyesha Mapp
Subject: RE: DRAFT Customer Notice Transfer - MERRITT ISLAND UTILITY.docx

Troy,

Thank you for your responsiveness. This email will serve as staff's approval and I will have it filed in the docket file.

Please let me know if you have any questions.

Melinda Watts
Florida Public Service Commission

From: Troy Rendell [<mailto:trendell@uswatercorp.net>]
Sent: Friday, January 27, 2017 12:11 PM
To: Melinda Watts
Cc: Kyesha Mapp
Subject: RE: DRAFT Customer Notice Transfer - MERRITT ISLAND UTILITY.docx

Here you go.. hopefully one final time..

From: Melinda Watts [<mailto:Mwatts@PSC.STATE.FL.US>]
Sent: Friday, January 27, 2017 12:08 PM
To: Troy Rendell
Cc: Kyesha Mapp
Subject: DRAFT Customer Notice Transfer - MERRITT ISLAND UTILITY.docx

So close. The new language should be in addition to the word "rates." not replace it, and a period got caught up in copy/paste and is in front of your semicolon. You can see it in the changes to the attached document. I will be leaving for the day soon, so you can get final approval from Kyesha so you can send/publish on Monday as planned.

Melinda Watts

NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WASTEWATER CERTIFICATE OF AUTHORIZATION TO ANOTHER REGULATED UTILITY

DOCKET NO. 170018-SU

APPLICATION TO TRANSFER WASTEWATER SYSTEM AND CERTIFICATE NO. 137-S IN BREVARD COUNTY FROM COLONY WASTE SERVICES, LLC TO MERRITT ISLAND UTILITY COMPANY, INC.

DATE OF CUSTOMER NOTICE – January 30, 2017

Notice is hereby given that Merritt Island Utility Company, Inc. has filed an Application for Approval of Transfer of the Wastewater System of Colony Waste Services, LLC, *d/k/a* Colony Park Development Utilities, LLC in Brevard County Florida pursuant to Section 367.071, Florida Statutes, and Rule 24-30.037, Florida Administrative Code.

Merritt Island Utility Company, Inc. is not requesting a change to its rates, classifications, charges, or rules and regulations; therefore your current rates will not be affected by this transfer. The Merritt Island Utility Company wastewater system provides service to the Colony Park Development and surrounding community in the following described service territory in Brevard County, Florida:

WASTEWATER LEGAL DESCRIPTION

In Township 23 South, Range 36 East, Brevard County, Florida

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0°39'04" West along the East line of said Section 15, 1236.97 feet; thence North 89°35'04" West, 477.46 feet; thence South 00°38'31" West, 25.00 feet; thence South 68°21'32" West, 84.30 feet; thence South 76°38'12" West, 83.63 feet; thence South 89°20'56" West, 234.00 feet; thence South 00°39'04" East, 150.00 feet; thence North 89°20'56" East, 5.00 feet; thence South 00°39'04" West, 489.79 feet; thence South 87°45'45" West, 358.30 feet; thence South 2°14'15" East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet, more or less; thence South 2°14'15", East, 400 feet, more or less, to a point on the South boundary of said Section 15, thence North 87°45'45" East along the South boundary of said Section 15, 1250 feet, more or less, to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0°39'04" West along the West boundary of Section 14, 320 feet, more or less, to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0°39'04" West along the West line of said parcel, a distance of 947.98 feet; thence North 87°05'16" East, a distance of 710.58 feet; thence North 0°48'54" West, a distance of 10 feet to the North line of said parcel; thence North 89°11'06" East along the North line of said parcel, a distance of 569.57 feet; thence South 2°00'25" East, a distance of 985.11 feet to a point on the South line of said parcel; thence South 89°13'32" West along the South line of said parcel, a distance of 1302.88 feet to the Point of Beginning.

Common Street Names Affected by Transfer: Lafitte Ct.: Creole Ct.: Baker Rd.: Whaley Rd.: Laroche Rd.: Heavenly St.: St. Charles Ave.: Latour Ct.

For more information concerning this notice, please contact the Utility at the address below.

Merritt Island Utility Company, Inc.
c/o 4939 Cross Bayou Blvd.
New Port Richey, FL 34652
Office: (727) 848-8292
Fax: (727) 848-7701
E-mail: trendell@uswatercorp.net

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

L18000186140

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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

((H18000223627 3))



H180002236273ABC+

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6381

From: Account Name : ZIMMERMAN, KISER, & SUTCLIFFS, P.A.
Account Number : I19990000006
Phone : (407)425-7010
Fax Number : (407)425-2747

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

Email Address: CORPORATE@ZKSLAWFIRM.COM

18 AUG -2 AM 9:41
STATE TAXATION
DIVISION OF CORPORATIONS

REF
2018 AUG -2 AM 9:52
REGISTRATION
INFORMATION SERVICES

FLORIDA LIMITED LIABILITY CO.
ST. JOHNS RIVER ESTATES UTILITIES, LLC

C RICO
AUG 02 2018

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$125.00

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: ST. JOHNS RIVER ESTATES UTILITIES, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

CHRISTINE L. WEINGART, ESQUIRE
Name of Person

ZIMMERMAN KISER SUTCLIFFE, P.A.
Firm/Company

315 E. ROBINSON STREET, SUITE 600
Address

ORLANDO, FLORIDA 32801
City/State and Zip Code

CORPORATE@ZKSLAWFIRM.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CHRISTINE L. WEINGART 407 425-7010
Name of Person at () Daytime Telephone Number

Enclosed is a check for the following amount:

- \$125.00 Filing Fee
- \$130.00 Filing Fee & Certificate of Status
- \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

ST. JOHNS RIVER ESTATES UTILITIES, LLC

(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

2000 N. ORANGE AVENUE
ORLANDO, FLORIDA 32804

2000 N. ORANGE AVENUE
ORLANDO, FLORIDA 32804

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

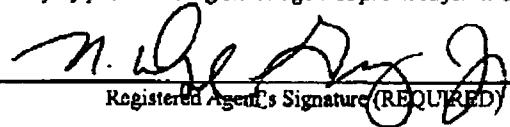
The name and the Florida street address of the registered agent are:

N. DWAYNE GRAY, ESQUIRE
Name

315 E. ROBINSON STREET, STE 600
Florida street address (P.O. Box NOT acceptable)

ORLANDO FLORIDA 32801
City State Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.


Registered Agent's Signature (REQUIRED)

(CONTINUED)

18 AUG -2 AM 9:41
REGISTERED PART OF STATE
DIVISION FOR CORPORATIONS

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

Name and Address:

MGR

ANTHONY FRATIANNE
2000 N. ORANGE AVENUE
ORLANDO, FLORIDA 32804

(Use attachment if necessary)

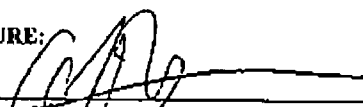
ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

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

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

ANTHONY FRATIANNE

Typed or printed name of signer

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

19 AUG - 2 AM 9:1
SECRETARY OF STATE
DIVISION OF CORPORATE