

ORIGINAL

041096-WS

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

September 15, 2004

VIA UPS OVERNIGHT DELIVERY

Director, Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application for Sale, Assignment or Transfer of
Certificates or Facilities (Section 367.071, Fla.
Stats.)--Buffalo Bluff Utilities, Inc. Sale to
St. John's River Club, L.L.C.--Putnam County

Dear Clerk:

Enclosed herewith please find the original and five (5) copies of the above referenced Application. I also enclose herewith the original and two (2) copies of the proposed tariff sheets.

Finally, I enclose herewith my client's check in the amount of \$1,500.00 to cover the required filing fees.

Yours very truly,

A. Bice Hope

ABH/dh
enclosures

Tariffs forwarded to ECP.

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

Initials of person who forwarded check:

04 SEP 17 AM 9 37
DISTRIBUTION CENTER
10057 SEP 17 03

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF
CERTIFICATE OR FACILITIES

(Section 367.071, Florida Statutes)

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. Return the utility's original certificate(s) with the application.
6. The original and five copies of the completed application and attached exhibits; the original and two copies of proposed tariff sheets; the proper filing fee; and the original certificate(s) should be mailed to:

Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DOCUMENT NUMBER-DATE
10057 SEP 17 8
FPSC-COMMISSION CI FRK

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**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative
Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,
assignment or transfer of (all) of Water Certificate No. 542-W
and/or Wastewater Certificate No. 470-S or facilities in Putnam
County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Buffalo Bluff Utilities, Inc.
Name of utility

(904) 471-4800 (904) 471-4882
Phone No. Fax No.

1301 Plantation Island Drive, #206B
Office street address

St. Augustine Florida 32085-0070
City State Zip Code

P.O. Drawer 70
Mailing address if different from street address

www.tggrealty.com
Internet address if applicable

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

Pierre D. Thompson (904) 471-5800
Name Phone No.

1301 Plantation Island Drive, #206B
Street address

St. Augustine Florida 32085-0070
City State Zip Code

- C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

St. John's River Club, L.L.C.
Name of utility

(866) 619-2837 (866) 638-1880
Phone No. Fax No.

100 Bayou Drive
Office street address

Satsuma Florida 32189
City State Zip Code

Mailing address if different from street address

n/a
Internet address if applicable

- D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: Limited Liability Company
(specify)

E) The date and state of incorporation or organization of the buyer:

June 30, 2004. Florida

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

See Exhibit "A"

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

n/a

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit B - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

- C) Exhibit C - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit D - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit E - A statement describing the financing the purchase.

- F) Exhibit F - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit G - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. 12/26/2000 PSC-00-2500-PAA-WS Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit n/a - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

 Pierre D. Thompson (904) 471-4800
Name Phone No.

 1301 Plantation Island Drive, #206B
Street address

 St. Augustine Florida 32085-0070
City State Zip Code

J) Exhibit n/a - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) Exhibit H - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit I - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit J - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

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

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

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

 \$750.00 (for water) and \$750.00 (for wastewater).

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

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

PART V OTHER

- A) Exhibit M - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

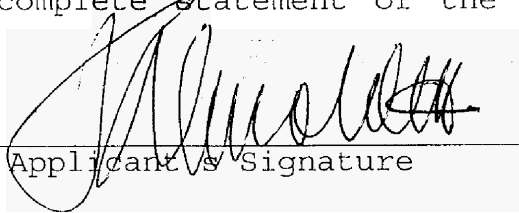
- B) Exhibit N - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**

- C) Exhibit O - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I, JAMES A. ARNOLD, II, (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:



Applicant's Signature

JAMES A. ARNOLD, II

Applicant's Name (Typed)

President

Applicant's Title *

Subscribed and sworn to before me this 14th day in the month of September ~~August~~ in the year of 2004 by JAMES A. ARNOLD, II, and who is personally known to me _____ or produced identification

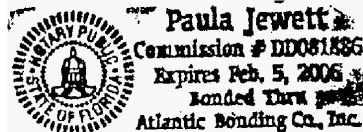
Type of Identification Produced



Notary Public's Signature

Paula Jewett

Print, Type or Stamp Commissioned
Name of Notary Public



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

Exhibit "A"
OFFICERS AND DIRECTORS

James A. Arnold, III
President and Director
410 Turkey Creek
Alachua, Florida 32615

Keith T. Smith
Vice President and Director
6601 S. W. 35th Way
Gainesville, Florida 32608

Peggy A. Arnold
Secretary
410 Turkey Creek
Alachua, Florida 32615

S. Troy Smith
Treasurer and Director
6601 S. W. 35th Way
Gainesville, Florida 32608

Exhibit "B"
BUYER'S EXPERIENCE AND FINANCIAL ABILITY

The Bayou Club Subdivision in Putnam County, Florida was sold August 3, 2004 to the St. Johns River Club, L.L.C. The sale includes the Buffalo Bluff Utilities (pending PSC approval of the transfer) to continue serving the subdivision with water and sewer. There will be approximately 240 additional lots developed for homes.

St. Johns River Club, L.L.C. plans to retain the current licensed operator to manage the facilities. St. Johns River Club, L.L.C. will fulfill commitments, obligations, and representations of the seller with regards to utility matters, current and future.

Purchase of Buffalo Bluff Utilities by St. John's River Club, L.L.C. is a cash transaction and the monies are held in escrow awaiting PSC approval of the transfer.

The principals of St. John's River Club, L.L.C. have had diverse experiences that will contribute to the management and operation of the utilities.

The President, James A. Arnold, III, has been in the mobile home sales business for over 30 years and has managed several mobile home projects which included water and wastewater package plants.

The Vice President, Keith Smith has a M.B.A., and has been in the automotive products recycling business. He has been an investment broker and his company owns and manages a mobile home park with septic/well systems in Putnam County.

The Treasurer, S. Troy Smith is a 45 year experienced engineer who has extensive experience in the treatment of commercial wastewater.

Transfer of the utilities to St. John's River Club, L.L.C. will be in the public interest because: the experience and expertise of the principals; and, as evidenced by the cash paid for the utilities, the financial capability of the Applicant.

Exhibit "C"
PURCHASE CONTRACT

1. The allocated purchase price is \$100,000.00. A copy of the contract is enclosed. This cash amount is currently being held in the Trust Account of Allen C.D. Scott, II, Esquire who represented the Lender on the purchase of the residential land in the Bayou Club Subdivision.
2. The utilities assets, including its customer base and potential, have a value of \$100,000.00. No liabilities were assumed.
3. This was a cash transaction. There are no: customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debts of the utility or leases.

FILE COPY

AGREEMENT

THIS AGREEMENT is entered into effective the 3rd day of August, 2004, by and between the following parties:

- a. The First Putnam County Corporation, Inc. and Buffalo Bluff Utilities, Inc., hereinafter referred to collectively as "Seller";
- b. St. John's River Club, LLC, hereinafter referred to collectively as "Buyer"; and
- c. First National Bank of Alachua, hereinafter referred to as "Lender".

WITNESSETH

WHEREAS, Buyer and Seller have entered into a purchase and sale agreement for properties known as The Bayou Club under Putnam County Ordinance No. 91-20 with Amending Ordinance 88-1, and an additional 10± acres and a Commercial Office Building and land, hereinafter referred to as the "Subject Real Estate"; and

WHEREAS, in the same agreement the Seller agreed to sell and the Buyer agreed to buy the assets of the Buffalo Bluff Utilities, Inc., hereinafter referred to as the "utility"; and

WHEREAS, the Lender has agreed to loan the Buyer a substantial portion of the purchase price, the consideration for which it would receive a lien on the Subject Real Estate and a lien on the Utility; and

WHEREAS, The Buyer and Seller are ready to proceed on the closing of the Subject Real Estate; and

WHEREAS, transfer of the assets of the Utility is subject to the approval of the Florida Public Service Commission, hereinafter referred to as the "PSC" and

WHEREAS, it will take approximately sixty (60) days to receive such approval; and

WHEREAS, the Buyer and Seller desire to go forward with the closing on the Subject Real Estate, and the Lender is willing to permit same provided; both Buyer and Seller agree to proceed diligently to obtain PSC approval of the transfer of the Utility to Buyer; Buyer agrees to give Lender a mortgage on the Subject Real Estate; and Seller agrees to give Lender a lien on the stock of Buffalo Bluff Utilities, Inc.; and

WHEREAS, Buyer and Seller agree that the sum One Hundred Thousand Dollars (\$100,000.00) of the total purchase price provided for a said purchase and sale agreement will be held in escrow by Lender's counsel pending PSC approval of transfer of the Utility's assets to Buyer and

WHEREAS, upon such approval Lender shall: release its lien on Buffalo Bluff Utilities, Inc.'s stock; amend its real estate mortgage with the Buyer to include the Utility's assets; and release to the Seller the One Hundred Thousand Dollars (\$100,000.00) held in escrow.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. Buyer and Seller agree to immediately close on the Subject Real Estate.
2. One Hundred Thousand Dollars (\$100,000.00) of the contract sales price will be held in escrow by Lender's attorney, Allen C.D. Scott, II, Esquire, subject to the terms of this Agreement.
3. Buyer and Seller agree to submit transfer of the Utility's assets to Buyer to the PSC immediately, and both further agree to proceed in good faith with actions necessary to receive such approval. The approval application fee shall be the responsibility of Seller. Otherwise, each party shall bear their own costs.
4. At the closing on the Subject Real Estate, Seller shall give Lender a lien on the stock of Buffalo Bluff Utilities, Inc.
5. At the closing on the Subject Real Estate, Buyer shall give Lender a lien on the Subject Real Estate.
6. Subject to compliance with this agreement, Lender agrees to make Buyer the loan to close the subject transaction. The specifics of Lender's agreement are to be contained in loan documents prepared by Lender.
7. Lender agrees for its counsel, Allen C.D. Scott, II, Esquire, to hold in escrow the One Hundred Thousand Dollars (\$100,000.00) specified in Paragraph 2. hereof pending receipt of PSC approval of transfer of the Utility's assets to Buyer.
8. Upon receipt of such approval, Lender agrees to release its lien on the Block of Buffalo Bluff Utilities, Inc. and substitute therefor a lien on the assets of the Utility being transferred at that time from Seller to Buyer.

9. The provisions of Paragraph 6. of the said purchase and sale agreement (entitled "Commercial Contract" signed by the Buyer on March 29, 2004) shall apply to the escrow created by this Agreement and are incorporated herein by this reference. The provisions of Paragraph 11. of the said purchase and sale agreement shall apply to this Agreement.

10. Disputes; Exculpation.

(a) In the event that a dispute shall arise as to the disposition of any portion of the Escrow Fund, Escrow Agent shall either hold the same or, at Escrow Agent's election, institute an interpleader action and deposit the Escrow Fund with a court of competent jurisdiction to determine how the Escrow Fund should be disbursed. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition of the Escrow Fund.

(b) In the event of any dispute, Escrow Agent shall be entitled to consult with its counsel and be reimbursed for all expenses of such consultation with respect to its duties as Escrow Agent and shall be further entitled to all reasonable expenses incurred in connection with such consultation. All such expenses shall be paid from the Escrow Fund deposited herein to the extent such funds are sufficient.

(c) Escrow Agent is hereby released and exculpated of all liability whatsoever arising out of or in connection with its activities as Escrow Agent hereunder, except to the extent of loss or damage caused by its willful misconduct or gross negligence.

(d) Escrow Agent may act or refrain from acting in respect to any matter referred to herein in full compliance upon and by and with the advice of counsel which may be selected by Escrow Agent and shall be fully protected in so acting or in refraining from acting upon the advice of such counsel.

(e) Seller and Buyer hereby indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, judgments, attorneys' fees and other expenses of every kind or nature arising out of this Agreement, other than such claims resulting from the willful misconduct, gross negligence or breach of fiduciary duty of Escrow Agent.

(f) Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which in any manner affects its duties or

liabilities hereunder, unless or only as requested to do so by Seller and then only upon receiving full indemnity in an amount, and of such character, as Escrow Agent shall reasonably require, against any and all claims, liabilities, judgments, attorneys' fees and other expenses of every kind in relation thereto.

(b) Escrow Agent may act upon any written notice, request, waiver, certificate, receipt, authorization, power of attorney or other instrument or document which complies with the terms hereof and which Escrow Agent in good faith believes to be genuine and to be what it purports to be.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument.

12. Captions. The paragraph headings of this Agreement are for convenience of reference only and shall not be construed as defining or limiting the scope of any provisions hereof.

13. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

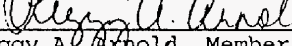
IN WITNESS WHEREOF, the respective parties have caused this Agreement to be signed as of the day and year first above written.

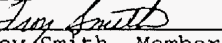
"Buyer"

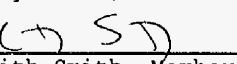
St. John's River Club, LLC

By: 

James A. Arnold, III Member


Peggy A. Arnold, Member


Troy Smith, Member


Keith Smith, Member

"Lender"

First National Bank of Alachua

By: 

Print: _____

Title: _____

"Seller"

The First Putnam County Corporation, Inc.

By: 

Print: Arthur H. Runk, Sr.

Title: Pres.

"Seller"

Buffalo Bluff Utilities, Inc.

By: 

Print: PIERRE D. Thompson

Title: Pres.

This Document Prepared By:

A. Bice Hope, Esquire

P.O. Box 5217
Gainesville, Florida, 32627

Allen C.D. Scott, II, Esquire
99 Orange Street
St. Augustine, Florida 32084

Geoffrey B. Dobson, Esquire
66 Cuna Street, Suite "A"
St. Augustine, Florida 32084

Exhibit "D"
OUTSTANDING REGULATORY ASSESSMENT FEES

Based on contact with DEP (Kathy Kaproth, 850-413-6922) as of 8-19-04, there are no outstanding regulatory fees from 2003 or prior years or fines or refunds owed for any period.

Exhibit "E"
DESCRIPTION OF FINANCING

This was a cash transaction. The purchase price is being held in Allen C.D. Scott, II, Esquire's Trust Account pending PSC approval.

Exhibit "F"
BUYER'S FINANCIER

See Exhibit "E".

Exhibit "G"
Net Book Value of System

The net book value of the utilities was established previously by the PSC on December 26, 2000 in PSC-00-2500-PAA-WS as follows:

Water system	\$ 24,309.00
Wasterwater system	<u>32,674.00</u>
Total	\$ 56,983.00

There are known improvements to the systems requiring adjustment since that date.

Exhibit "H"
COPIES OF SELLER'S TAX RETURNS

The rate base was last established by the Commission in PSC-00-2500-PAA-WS on December 26, 2000. St. John's River Club, L.L.C. has copies of Buffalo Bluff Utilities, Inc.'s tax returns since that date.

Exhibit "I"
CONDITION OF SYSTEMS

After reasonable investigation, the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by the DEP.


Exhibit "J"
AFFIDAVIT OF NOTICE

AFFIDAVIT

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

1. My name is A. Bice Hope, Esquire, and I am the attorney for the buyer, St. John's River Club, L.L.C.
2. I hereby certify that Notice of the actual application was given in accordance with Section 367.045(1)(a), Fla.Stats. and Rule 25-30.030, F.A.C., by regular mail on August 31, 2004 to the entitees shown on the enclosed list.
3. A copy of the Notice is enclosed.

FURTHER AFFIANT SAIETH NOT.

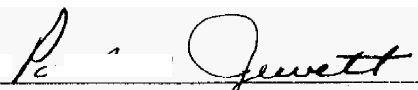

A. BICE HOPE, ESQUIRE
Florida Bar No.: 173999
Affiant

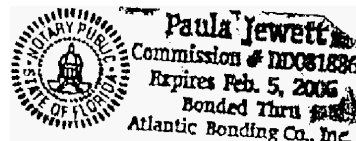
STATE OF FLORIDA:
SS:
COUNTY OF FLORIDA:

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

WITNESS my hand and official seal this 31st day of August, 2004.

NOTARY PUBLIC

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



**LIST OF WATER AND WASTEWATER UTILITIES IN PUTNAM COUNTY
(VALID FOR 60 DAYS)
08/19/2004 - 10/17/2004**

UTILITY NAME

MANAGER

PUTNAM COUNTY

BUFFALO BLUFF UTILITIES, INC. (WS651)
P. O. DRAWER 70
ST. AUGUSTINE, FL 32085-0070

PIERRE D. THOMPSON
(904) 471-4800

FLORIDA WATER SERVICES CORPORATION (WS225)
P. O. BOX 609520
ORLANDO, FL 32860-9520

CARLYN KOWALSKY
(407) 598-4297

ST. JOHNS LANDING OF PUTNAM COUNTY UTILITIES SERVICES, INC (WS662)
P. O. BOX 237
EDGEWATER, FL 32132-0237

FRANK J. UDDO
(386) 345-4101

**LIST OF WATER AND WASTEWATER UTILITIES IN PUTNAM COUNTY
(VALID FOR 60 DAYS)
08/19/2004 - 10/17/2004**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CITY MANAGER, CITY OF PALATKA
201 NORTH 2ND STREET
PALATKA, FL 32177-3735

CLERK, BOARD OF COUNTY COMMISSIONERS, PUTNAM COUNTY
P. O. BOX 758
PALATKA, FL 32178-0758

DEP NORTHEAST DISTRICT
7825 BAYMEADOWS WAY, SUITE 200B
JACKSONVILLE, FL 32256-7577

MAYOR, CITY OF CRESCENT CITY
115 NORTH SUMMIT STREET
CRESCENT CITY, FL 32112-2507

MAYOR, TOWN OF INTERLACHEN
311 ATLANTIC AVENUE
INTERLACHEN, FL 32148-4414

MAYOR, TOWN OF POMONA PARK
P. O. BOX 518
POMONA PARK, FL 32181-0518

MAYOR, TOWN OF WELAKA
P. O. BOX 1098
WELAKA, FL 32193-1098

N.E. FLORIDA REGIONAL PLANNING COUNCIL
9143 PHILLIPS HWY, SUITE 350
JACKSONVILLE, FL 32256

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

**LIST OF WATER AND WASTEWATER UTILITIES IN PUTNAM COUNTY
(VALID FOR 60 DAYS)
08/19/2004 - 10/17/2004**

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

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

LEGAL NOTICE

Notice is hereby given on August 31, 2004 pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. 542-W and Wastewater Certificate No. 470-S held by Buffalo Bluff Utilities, Inc. from Buffalo Bluff Utilities, Inc. to St. John's River Club, L.L.C. providing service to the following described territory in Putnam County, Florida.

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

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

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

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

Exhibit "K"
AFFIDAVIT OF NOTICE TO CUSTOMERS

To be late-filed.

Exhibit "L"
AFFIDAVIT OF NOTICE OF PUBLICATION

To be late-filed.

Exhibit "M"
EVIDENCE OF LAND OWNERSHIP

See enclosed title commitment and the contract enclosed with Exhibit "C".

First American Title Insurance Company

COMMITMENT

Agent's File Number 04-0531A	Commitment Number 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule A

Effective Date: **July 15, 2004** at **05:00:00 PM**

Issue Date: **July 23, 2004**

1	Policy or Policies to be issued	Policy Amount
X	ALTA Owner's Policy - 10-17-92 (Florida modified) Proposed Insured	\$100,000.00

St. John's River Club, L.L.C., a Florida limited liability company

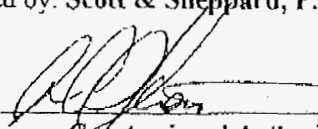
ALTA Loan Policy - 10-17-92 (Florida modified)
Proposed Insured:

2. The estate or interest in the land described or referred to in the Commitment and covered herein is:
Fee Simple
and is at the effective date hereof vested in:
Buffalo Bluff Utilities, Inc., a Florida corporation

3. The land referred to in this Commitment is located in the County of **Putnam**, State of **Florida** and is described as follows:

See Schedule A, Continuation Page for Legal Description

Issued by: **Scott & Sheppard, P.A., Attorneys at Law**

BY: 
Countersigned Authorized Signatory

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1 and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

This commitment is furnished by First American Title Insurance Company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of First American Title Insurance Company. This commitment is not an abstract or an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. Persons and entities not listed above as proposed insureds are not entitled to rely upon this commitment for any purpose.

First American Title Insurance Company

COMMITMENT

Agent's File Number: 04-0531A	Commitment Number: 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule A, Continuation Page 1

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. Containing 2.23 acres more or less.

First American Title Insurance Company**COMMITMENT**

Agent's File Number: 04-0531A	Commitment Number: 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule A, Continuation Page 2

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

For a point of reference COMMENCE at the most Northerly corner of the lands described in Official Records Book 470, Page 1722, of the Public Records of said county; thence North 28°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. Containing 0.25 acres more or less.

First American Title Insurance Company

COMMITMENT

Agent's File Number: 04-0531A	Commitment Number: 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule B - Section 1

Requirements:

The following are the requirements to be complied with

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
 - a. **Corporate Warranty Deed to be executed by Buffalo Bluff Utilities, Inc., a Florida corporation, to St. John's River Club, L.L.C., a Florida limited liability company, conveying the property as described in Schedule A of this Commitment.**
2. Payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
3. Payment of all taxes, charges, assessments, levied and assessed against property, which are due and payable.
4. Satisfactory evidence should be had the improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

Special Requirements:

See Schedule B - Section 1 continued

First American Title Insurance Company

COMMITMENT

Agent's File Number: 04-0531A	Commitment Number: 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule B - Section 1 continued

6. Proof of payment of any liens or assessments due the County of Putnam, Florida
7. Satisfactory evidence must be furnished as to the proper incorporation of Buffalo Bluff Utilities, Inc., a Florida corporation, prior to closing this transaction, together with proof as to the current status of said corporation in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
8. Satisfactory evidence must be furnished as to the proper incorporation of St. John's River Club, L.L.C., a Florida limited liability company, prior to closing this transaction, together with proof as to the current status of said corporation in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
9. Receipt and review of a current survey of the subject property properly certified to the Company evidencing no encroachments, violations, adverse claims or other matters which are uninsurable. The company reserves the right to make further requirements and/or exceptions which may be deemed necessary
10. Immediately prior to disbursement of the closing proceeds, the search of the Public Records must be continued from the effective date hereof. First American Title Insurance Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exception or requirements shall not relieve First American Title Insurance Company for its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that First American Title Insurance Company, or its Agent, countersigning this Commitment, has disbursed said proceeds.

NOTE: Taxes for the year 2003 which are PAID under RE#33-10-26-0000-0050-0011 in the amount of \$17.05 (gross amount \$17.76), Receipt No. 00042000, Homestead Exemption was not allowed. A.V. \$900.00.

NOTE: Taxes for the year 2003 which are PAID under RE#39-11-26-0000-0052-0010 in the amount of \$50.00 (gross amount \$52.08), Receipt No. 00042001, Homestead Exemption was not allowed. A.V. \$2,640.00.

NOTE: Taxes for the year 2003 which are PAID under RE#39-11-26-0000-0220-0000 in the amount of \$13.63 (gross amount \$14.20), Receipt No. 00042002, Homestead Exemption was not allowed. A.V. \$720.00.

First American Title Insurance Company

Agent's File Number: 04-0531A	Commitment Number: 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule B - Section 2

Exceptions:

Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after the Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as existing liens in the public records or in the records of the local tax authorities.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

Special Exceptions:

See Schedule B - Section 2 continued

First American Title Insurance Company

COMMITMENT

Agent's

Agent's I.D. Number:

- 7. Taxes and assessments for the year 2004 and subsequent years, which are not yet due and payable.
- 8. Declaration of Covenants and Restrictions and Notice of Provisions for Bayou Club Property Owners Association, Inc., as set forth in Official Records Book 472, Page 417, as amended in Official Records Book 764, Page 1901 and Official Records Book 764, Page 1903, all of the Public Records of Putnam County, Florida
- 9. Distribution Right-of-way Easement to Clay Electric Cooperative, Inc., dated August 31, 1984 and recorded in Official Records Book 455, Page 303, of the Public Records of Putnam County, Florida. Said Easement being corrected by Corrective Distribution Right-of-way Easement dated May 27, 1986 and recorded in Official Records Book 486, Page 819, of said Public Records.
- 10. Reverter Clause contained in that certain deed dated February 14, 1882, and recorded in Deed Book N, Page 503, of the Public Records of Putnam County, Florida (As to part of sewerage plant).

Right of way easement to Clay Electric Cooperative as set forth in Official Records Book 146, Page 459, of the Public Records of Putnam County, Florida.

Special Distribution Right of Way easement to Clay Electric Cooperative as set forth in Official Records Book 383, Page 1072, of the Public Records of Putnam County, Florida.

Non-Exclusive and Perpetual **Right of Ingress** and Egress over and across all drives, lanes and common property designated on the plat of BAYOU CLUB, Unit 1-A, as recorded in Map Book 6, Page 42, and BAYOU CLUB 1-B, as recorded in Map Book 6, Page 60, of the Pubic Records of Putnam County, Florida, as said easement rights were set forth in the dedication of said plats
- 14. Easement as shown on plat of BAYOU CLUB, Unit 1-A and BAYOU CLUB, Unit 1-B and recorded in Map Book 6, Page 42 and 60, as follows: "All lots subject to the following utility easement: 10 feet at street right-of-way lines, 7.5 feet at side and rear lot lines." Also Tracts "A", "B", "C", "D", and "F" are Common Property as shown or recited on plat
- 15. Title, rights or claims of the State of Florida in and to any portion of the lands described in Schedule "A" that is or may be alleged to be or is hereafter determined to be tidally influenced.
- 16. Rights of any unrecorded deeds or contracts for purchase.
- 17. Title to personal property neither guaranteed nor insured.

First American Title Insurance Company

COMMITMENT

Agent's File Number: 04-0531A	Commitment Number: 04-0531A
Agent's I.D. Number:	Reinsurance Number:

Schedule B - Section 2 continued

18. Any encroachment, easement, measurements, area, content, party walls or other facts which a correct survey of the premises would show.

19. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.

Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), contained in any of the exceptions set forth under Schedule B, are hereby deleted.

Exhibit "N"
TARIFF SHEETS AND TERRITORY

See Tarriff Sheets enclosed which are the same as approved by the PSC on December 26, 2000. The territory for the utilities is The Bayou Club Subdivision located in part of Sections 33 and 34, Township 10 South, Range 26 East and a part of the Joseph H. Hernandez Grant, Section 39, Township 10 South, Range 26 East, and part of Joseph M. Hernandez Grant, Section 39, Township 11 South, Range 26 East in Putnam County, Florida.

TARIFF SHEETS
 ST. JOHN'S RIVER CLUB, L.L.C.
 WATER AND WASTEWATER UTILITIES

Monthly Rates - Water

Residential and General Service

Base Facility Charge

Meter Sizes

All Sizes		N/A
5/8" x 3/4"		\$7.91
3/4"		\$11.87
1"		\$19.78
1 1/2"		\$39.55
2"		\$63.28
3"		\$126.56
4"		\$197.75
6"		\$395.50

Gallonnage Charge per 1,000 gallons

Over 3,000 gallons	\$1.85	N/A
Per 1,000 gallons	N/A	\$3.63

Monthly Rates - Wastewater

Residential

Flat rate		N/A
<u>Base Facility Charge</u>		\$11.09
All Meter Sizes		
<u>Gallonnage Charge</u>		\$3.84
Per 1,000 gallons		
(8,000 gallon cap)		

Monthly Rates - Wastewater

General Service

Flat rate

N/A

Base Facility Charge

Meter Sizes

5/8" x 3/4"

\$11.09

3/4"

\$16.64

1"

\$27.73

1½"

\$55.45

2"

\$88.72

3"

\$177.44

4"

\$277.25

6"

\$554.50

Gallonage Charge

Per 1,000 gallons

\$4.60

Water - Customer Deposits

Residential and General Service

Meter Sizes

5/8" x 3/4"

\$50.00

All over 5/8"
x 3/4"

2 x average bill

Wastewater - Customer Deposits

Residential and General Service

Meter Sizes

5/8" x 3/4"

\$50.00

All over 5/8"
x 3/4"

2 x average bill

Water - Miscellaneous Service Charge

Description

Initial connection	\$25.00
Normal reconnection	\$25.00
Violation Reconnection	\$25.00
Premises visit (in lieu of disconnection)	\$25.00

Wastewater - Miscellaneous Service Charge

Description

Initial connection	\$25.00
Normal reconnection	\$25.00
Violation Reconnection	Actual cost
Premises visit (in lieu of disconnection)	\$25.00

Water - Service Availability Charge

Main Extension Charge

Residential - per ERS (186 GPD)	\$545.00
All others-per gallon	\$ 2.93

Meter Installation Charge

5/8" x 3/4"	\$110.00
All over 5/8" x 3/4"	Actual cost

Wastewater - Service Availability Charge

Main Extension Charge

Residential - per ERS (59 GPD)	\$935.00
All others-per gallon	\$15.84

Exhibit "O"
CURRENT CERTIFICATES

Buffalo Bluff Utilities, Inc. was contacted, and it states that it is not in possession of the current certificates. It does have documents relative to permits to construct facilities but not the certificates.

TARIFF SHEETS
ST. JOHN'S RIVER CLUB, L.L.C.
WATER AND WASTEWATER UTILITIES

Monthly Rates - Water

Residential and General Service

Base Facility Charge

Meter Sizes

All Sizes		N/A
5/8" x 3/4"		\$7.91
3/4"		\$11.87
1"		\$19.78
1½"		\$39.55
2"		\$63.28
3"		\$126.56
4"		\$197.75
6"		\$395.50

Gallonnage Charge per 1,000 gallons

Over 3,000 gallons	\$1.85	N/A
Per 1,000 gallons	N/A	\$3.63

Monthly Rates - Wastewater

Residential

Flat rate		N/A
<u>Base Facility Charge</u>		
All Meter Sizes		\$11.09
<u>Gallonnage Charge</u>		
Per 1,000 gallons (8,000 gallon cap)		\$3.84

Monthly Rates - Wastewater

General Service

Flat rate N/A

Base Facility Charge

Meter Sizes

5/8" x 3/4"	\$11.09
3/4"	\$16.64
1"	\$27.73
1½"	\$55.45
2"	\$88.72
3"	\$177.44
4"	\$277.25
6"	\$554.50

Gallonage Charge

Per 1,000 gallons

\$4.60

Water - Customer Deposits

Residential and General Service

Meter Sizes

5/8" x 3/4" \$50.00

All over 5/8"
x 3/4" 2 x average bill

Wastewater - Customer Deposits

Residential and General Service

Meter Sizes

5/8" x 3/4" \$50.00

All over 5/8"
x 3/4" 2 x average bill

10-01-04

Water - Miscellaneous Service Charge

Description

Initial connection	\$25.00
Normal reconnection	\$25.00
Violation Reconnection	\$25.00
Premises visit (in lieu of disconnection)	\$25.00

Wastewater - Miscellaneous Service Charge

Description

Initial connection	\$25.00
Normal reconnection	\$25.00
Violation Reconnection	Actual cost
Premises visit (in lieu of disconnection)	\$25.00

Water - Service Availability Charge

Main Extension Charge

Residential - per ERS (186 GPD)	\$545.00
All others-per gallon	\$ 2.93

Meter Installation Charge

5/8" x 3/4"	\$110.00
All over 5/8" x 3/4"	Actual cost

Wastewater - Service Availability Charge

Main Extension Charge

Residential - per ERS (59 GPD)	\$935.00
All others-per gallon	\$15.84