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REPLY TO CENTRAL FLORIDA OFFICE

MARTIN S. FRIEDMAN, P.A.  
VALERIE L. LORD

September 22, 2005

HAND DELIVERY

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

RECEIVED - FPSC  
05 SEP 22 PM 12:20  
COMMISSION  
CLERK

RE: Docket No. 050642-WS; Shangri-La-By-The-Lake Utilities, Inc.'s Application for  
Amendment of Certificates of Authorization  
Our File No.: 28093.05

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of the Application of  
Shangri-La-By-The-Lake Utilities, Inc., for Amendment of its Water and Wastewater  
Certificates in Lake County, Florida. Also enclosed is our check in the amount of \$200.00  
representing the appropriate filing fee.

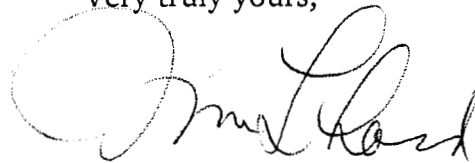
Should you have any questions regarding this filing, please do not hesitate to give me  
a call.

Very truly yours,

*Original Tariffs forwarded  
to ECR.*

RECEIVED & FILED

Oh  
FPSC-BUREAU OF RECORDS



VALERIE L. LORD

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

Initials of person who forwarded check:

SEC

VLL/mp  
Enclosures

cc: Mr. Jay E. Werner (w/enclosure)  
Mr. Andrew Werner (w/enclosure)  
R. Dewey Burnsed, Esquire (w/enclosure)

M:\1 ALTAMONTE\SHANGRI-LA\(.05) 2005 AMENDMENT (Eagle Point)\PSC Clerk 01.ltr.wpd

DOCUMENT NUMBER-DAT

09011 SEP 22 05

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of  
SHANGRI-LA-BY-THE-LAKE  
UTILITIES, INC. for amendment  
of water and wastewater certificates  
in Lake County, Florida

---

Docket No. 050642-WS

APPLICATION FOR AMENDMENT OF  
CERTIFICATES OF AUTHORIZATION

SHANGRI-LA-BY-THE-LAKE UTILITIES, INC. ("Applicant"), by and through its undersigned attorneys, and pursuant to Section 367.045(2), Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application for Amendment of Water Certificate No. 567-W and Wastewater Certificate No. 494-S to extend its service area to include certain land in Lake County, Florida, as described in this Application ("New Service Area"), and in support thereof states:

1. The exact name of the Applicant and the address of its principal business offices are:

SHANGRI-LA-BY-THE-LAKE-UTILITIES, INC.  
1214 West IL Route 72  
Leaf River, IL 61047-9614

PHONE: (815)738-2508

and its offices in the State of Florida are located at:

SHANGRI-LA-BY-THE-LAKE-UTILITIES, INC.  
100 Shangri-La Blvd.  
Leesburg, FL 34788

PHONE: (800) 682-7744

DOCUMENT NUMBER-DATE

09011 SEP 22 '08

FPSC-COMMISSION CLERK

2. The names and address of the persons authorized to receive notices and communications in respect to this application are:

Martin S. Friedman, Esquire  
Valerie L. Lord, Esquire  
Rose, Sundstrom & Bentley, LLP  
Sanlando Center  
2180 W. State Road 434, Suite 2118  
Longwood, FL 32779  
PHONE: (407)830-6331  
FAX: (407)830-8522  
[mfriedman@rsbattorneys.com](mailto:mfriedman@rsbattorneys.com)  
[vlord@rsbattorneys.com](mailto:vlord@rsbattorneys.com)

3. The purpose of this Application is to extend the Applicant's certificated water and wastewater service areas to include the New Service Area described below. The Applicant and Paul M. Buchanan ("Developer") have entered into a Developer Agreement, for the provision of water and wastewater service to a new residential development in the New Service Area. On completion, this residential development will consist of up to 25 single family homes. A true and correct copy of the Developer Agreement is attached hereto as Exhibit "A".

4. As required by Rule 25-30.036(3), the Applicant provides the following information:

- (a) The Applicant's complete name and address are as set out above.
- (b) The Applicant is an established utility and has both the financial and technical ability to render reasonably sufficient, adequate and efficient service. The Applicant's most recent financial statements are attached hereto as Exhibit "B". With respect to the Applicant's technical ability, the Applicant's plants and systems are operated by the

persons whose names and certificate numbers are set out on Exhibit "C". The Utility's engineer is Mr. Ted Wicks, of Wicks Consulting Services, Inc. Its attorneys are the law firm of Rose, Sundstrom & Bentley, LLP. There are no outstanding Consent Orders or Notices of Violation from the Department of Environmental Protection.

(c) To the best of the Applicant's knowledge, the provision by the Applicant of water and wastewater service to the New Service Area is consistent with the water and wastewater sections of the Lake County Comprehensive Plan at the time this Application is filed, as approved by the Department of Community Affairs.

(d) Documentary evidence of the Applicant's ownership of the properties on which its plants are constructed is attached as Exhibit "D".

(e) A description of the New Service Area that the Applicant proposes to serve, using township, range and section references, is attached as Exhibit "E".

(f) One copy of each of the detailed water and wastewater system maps showing the lines, treatment facilities and the New Service Area is attached hereto as Exhibit "F".

(g) The Applicant plans to expand its wastewater treatment plant to serve the New Service Area. The method of effluent disposal will remain the same as for the current plant. The Applicant currently disposes of effluent by means of a sprayfield and a percolation pond.

(h) The Applicant is unable to dispose of effluent by means of reuse because the system does not generate sufficient quantities to make the provision of reuse service economic.

(i) A map of the Applicant's certificated water and wastewater service area, and the New Service Area, showing township, range and section, is attached as Exhibit "G".

(j) The capacity of the existing lines and treatment facilities are as follows:

	Water System	Wastewater System
Capacity of Existing Lines	366 ERCs	588 ERCs
Permitted Capacity of Treatment Facilities:	47,698 GPD	50,000 GPD

(k) No permits have been issued to date by the Department of Environmental Protection for the proposed development in the New Service Area.

(l) Pursuant to the Development Agreement, the Developer will absorb all of the costs of (1) expanding the wastewater treatment plant to enable it to treat up to 60,000 gallons per day and (2) connecting the New Service Area to the Applicant's existing water and wastewater systems. As a consequence, there will not be any material impact on the Applicant's capital structure.

(m) The Applicant proposes to provide water and wastewater service to up to 25 new detached single family homes. This Application is not intended to, nor will it, affect the type or quality of service already provided by the Applicant. The amendment of the Applicant's water and wastewater certificates for the purposes described in this Application will not interrupt, curtail or otherwise affect the provision of water and wastewater service to the Applicant's existing customers.

(n) The amendment of the Applicant's certificated water and wastewater service areas for the purposes described in this Application will not have any impact on the

Applicant's rates or service availability charges.

(o) Attached as Exhibit "H" to this Application are the original and two copies of the revised water and wastewater tariff sheets reflecting the addition of the New Service Area. Copies of the revised tariff sheets are attached to each copy of the Application.

(p) After a diligent search, the Applicant was unable to locate original Water Certificate No. 567-W and Wastewater Certificate No. 494-S and requests the issuance of replacement certificates in connection with this application.

(q) Rates for the Applicant were established by the Commission in Docket No. 990080-WS pursuant to Order No. PSC-00-0259-PAA-WS, and modified by PSC-00-2244-AS-WS.

(r) In response to Section 367.045(2)(c), Florida Statutes, attached hereto as Exhibit "I" is an Affidavit that the Applicant has on file with the Commission a tariff and current annual report.

5. The approval of this Application is in the public interest because there is a need to provide water and wastewater service to the New Service Area to meet anticipated demand. It is in the public interest for the Applicant's water and wastewater certificates to be amended for this purpose.

6. Attached to this Application as Exhibit "J" is an Affidavit that notice of the 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 territory proposed to be served is located;

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

Copies of the Notice and a list of entities noticed shall accompany the affidavit.

7. Attached as Late filed Exhibit "K" is an Affidavit that notice of the Application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each property owner in the New Service Area.

8. Attached as Late Filed Exhibit "L" is an Affidavit that notice of the Application was published once a week in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code.

9. The New Service Area will serve 25 water ERCs and 25 wastewater ERCs. Therefore the appropriate filing fee is \$200.00 (\$100.00 for water and \$100.00 for wastewater).

Respectfully submitted on this 22<sup>nd</sup> day of September, 2005, by:

ROSE, SUNDSTROM & BENTLEY, LLP  
Sanlando Center  
2180 W. State Road 434, Suite 2118  
Longwood, FL 32779  
Telephone: (407) 830-6331  
Facsimile: (407) 830-8522

By: 

MARTIN S. FRIEDMAN  
VALERIE L. LORD  
For the Firm



EXHIBIT "A"

DEVELOPER AGREEMENT

SOUTH OF EAGLE POINT, PHASE II  
NAME OF PROJECT

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and between PAUL M. BUCHANAN, individually and as Trustee, hereinafter referred to as "Developer," and SHANGRI-LA BY THE LAKE UTILITIES, INC., a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Developer owns or controls lands located in Lake County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer has plans to develop the Property by constructing thereon up to 25 single-family homesites; and

WHEREAS, Developer desires that the Service Company provide central wastewater collection, distribution and disposal, and potable water service ("Utility Service") for Developer's Property herein described; and

WHEREAS, the Property is not within Service Company's service area as approved by the Florida Public Service Commission ("PSC");

WHEREAS, Service Company does not have sufficient capacity to provide wastewater service to Developer's Property without significant modifications and upgrades to its wastewater system;

WHEREAS, Developer is willing to pay the cost and expense of the modifications and upgrades to Service Company's wastewater system; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, Utility Service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate Utility Service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing statements are true and correct and incorporated herein.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Consumer Installation" - All facilities ordinarily on the Consumer's side of the Point of Delivery.
- (b) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the Utility Systems constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide Utility Service to the Property.
- (c) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (gpd) for water service and 250 gallons per day for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 300 gpd for water service and 250 gpd for wastewater service.
- (d) "Point of Delivery" - The point where the pipes of the Service Company are connected with the pipes of the customer, which is generally at the customer's property line.
- (e) "Property" - The area or parcel of land described in Exhibit "A."
- (f) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Assurance of Title. Within a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Service Company a copy of Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4.0 Connection Charges. Service Company currently has no approved connection charge (other than the expense of the water meter). Developer shall reimburse Service Company's costs to extend its PSC service area, of modifying and upgrading its wastewater system in accordance with the estimate of Wicks Consulting Services, Inc., attached hereto as Exhibit "B", and its legal, engineering and administrative expenses in preparing and implementing this Agreement. Should the modifications and upgrades to the wastewater system paid for by Developer result in Service Company having excess capacity, allowing additional connections to Service Company's wastewater system, then Service Company shall collect from the new connections a pro rata cost of the upgrades and modifications and refund such amount to Developer. This refund obligation shall terminate seven (7) years from the date hereof.

4.1 Developer shall be required to make an advance deposit in the amount of \$15,000.00 pursuant to Rule 25-30.540, Florida Administrative Code, at the time of execution of this Agreement to cover engineering, administrative and legal expenses incurred by the Service Company in execution or performance of this Agreement. Developer shall reimburse Service Company for the modifications and upgrades to its wastewater system in accordance with the construction draw schedule.

5.0 On-Site and Off-Site Systems. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment including, without limitation, pump stations constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with Utility Service. Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site water distribution and wastewater collection systems" means and includes all water distribution lines, wastewater collection lines, facilities, and equipment located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site water distribution and wastewater collection systems to Service Company's existing utility system at a location to be determined by Service Company.

5.1 Developer at its sole cost and expense shall cause to be prepared five (5) copies of the applications for permits and eight (8) sets of finalized engineering plans

prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site and off-site water distribution and wastewater collection systems proposed to be installed to provide Utility Service to the Property. Developer shall cause its engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the permits and approved plans.

5.2 After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

5.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site and off-site water distribution and wastewater collection systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site and off-site water distribution and wastewater systems by Developer, Service Company shall have the right to inspect such systems to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of the water distribution and wastewater collection systems constructed by Developer or Developer's contractor.

5.5 Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company reproducible ammonia mylars, or such other medium as Service Company shall require, of the as-built plans prepared and certified by the engineer of record.

5.6 By these presents, Developer without further consideration hereby transfers to Service Company, title to the on-site and off-site water distribution and wastewater collection systems. Such conveyance shall take effect at the time Service Company issues

its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company at Service Company's request, Developer shall:

- (a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, such water distribution and wastewater collection systems as constructed by Developer and approved by Service Company.
- (b) Provide Service Company with copies of invoices from contractor for such systems.
- (c) Provide Service Company with copies of Releases of Lien for said invoices.
- (d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.
- (e) Provide to the Service Company an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such water distribution and wastewater collection systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.
- (f) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.
- (g) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed (unless installed in a public right-of-way or easement dedicated by plat), by recordable document in form satisfactory to Service Company's counsel.

Service Company agrees that the issuance of the final letter of acceptance for such installations installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the water distribution and wastewater collection systems installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Utility Service to the Property and Developer or others have connected Consumer Installations to its System, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any building or unit located thereon shall not have the right to and shall not connect any Consumer Installation until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 Although the responsibility for connecting the Consumer Installation to the lines of Service Company at the Point of Delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:

- (a) All Consumer Installation connections must be inspected by Service Company before backfilling and covering of any pipes.
- (b) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays.
- (c) If Service Company fails to inspect the Consumer Installation connection within forty-eight (48) hours

after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to any matter which could have been discovered by such inspection.

- (d) If the Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.
- (e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or a party other than Service Company.

8.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Service Company, its successors and assigns, provide Utility Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

9.0 Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

9.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering Utility Service to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.



9.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Utility Service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 22.0 hereof.

11.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Paul M. Buchanan, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

McLin & Burnsed  
Post Office Box 1299  
The Villages, FL 32158-1299  
Attn: R. Dewey Burnsed, Esquire

and if to the Service Company, at:

Shangri-La By The Lake Utilities, Inc.  
1214 W. Route 72  
Leaf River, IL 61047  
Attention: Jay Werner

with a copy to:

Rose, Sundstrom & Bentley, LLP  
600 S. North Lake Boulevard, Suite 160  
Altamonte Springs, Florida 32701-6177  
Attention: Martin S. Friedman, Esquire

12.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties

hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

13.0 Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

14.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and wastewater systems.

#### MISCELLANEOUS PROVISIONS

16.0 The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

17.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

18.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

19.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

20.0 The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Service Company.

21.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

22.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property.

23.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

24.0 The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly, at Developer's expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several

counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

Paul D Beard  
Printed Name: Paul D Beard  
Laura Werner  
Printed Name: Laura Werner

SHANGRI-LA BY THE LAKE UTILITIES, INC.

Jay E Werner  
BY: Jay E. Werner  
Its: Secretary/Treasurer

Karen E Whitting  
Printed Name: Karen E Whitting  
Tabitha Tamsett  
Printed Name: Tabitha Tamsett

PAUL M. BUCHANAN, Trustee  
Paul M. Buchanan

STATE OF ILLINOIS  
COUNTY OF COLE

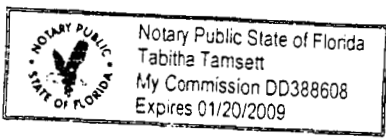
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2005, by Jay E. Werner, as Sec-Treas. of Shangri-La By The Lake Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



Darlene R. King  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: DARLENE R. KING  
My Commission Expires: 10-31-06

STATE OF Florida  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2005, by PAUL M. BUCHANAN, individually and as Trustee. He is personally known to me or has produced \_\_\_\_\_ as identification.



Tabitha Tamsett  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This Instrument Prepared By: Martin S. Friedman, Esquire, 600 S. North Lake Boulevard, Suite 160, Altamonte Springs, Florida 32701-6177.

Exhibit "A"

PARCEL 1

That part of Government Lot 1, Section 7, Township 19 South, Range 26 East,

Lake County, Florida, bounded and described as follows:

Commence at the Northwest corner of Government Lot 1, Section 7, Township 19 South, Range 26 East, Lake County, Florida, and run S01°06'15"W 140.00 feet along the West line of Government Lot 1, Section 7, Township 19 South, Range 26 East to the point of beginning; thence S89°30'37"E 50.00 feet; thence S01°06'15"W 78.00 feet; thence S89°30'37"E 89.89 feet; thence N01°06'15"E 78.00 feet; thence S89°30'37"E 94.43 feet; thence S74°45'22"E 157.89 feet into and to the centerline of an existing canal; thence along the centerline of said canal run N76°42'33"E 209.29 feet; thence S86°40'12"E 208.25; thence S76°58'02"E 117.97 feet; thence N87°17'52"E 318.88 feet; thence S89°03'05"E 272.31 feet to the waters of Lake Eustis; thence Southwesterly along and with the waters of Lake Eustis to the intersection of said shoreline with the South line of the North 330 feet of said Government Lot 1; thence N89°29'53"W along the South line of the North 330 feet of said Government Lot 1 to the West line of said Government Lot 1; thence N01°06'15"E 190.02 feet, more or less, along said West line to the Point of Beginning.

(This description was generated by this survey)

PARCEL 2

Commencing at the northwest corner of Government Lot 1, Section 7, Township 19 South, Range 26 East, Lake County, Florida, thence South 00°09'59" East along the West line of said Section 7 a distance of 330.00 feet to the southwest corner of the North 330 feet of Government Lot 1, said corner being the point of this description, thence North 89°14'57" East along the South line of the North 330 feet of said Government Lot 1, to the waters of Lake Eustis, this point being designated as Point "B", thence return to the point of beginning and run South 00°09'59" East along the West line of said Section 7 a distance of 50 feet, thence North 89°14'57" East 197.70 feet, thence South 72°00'00" East to the waters of Lake Eustis, thence northerly and easterly along said waters of Lake Eustis to the aforementioned Point "B" for a point of terminus, subject to the West 50 feet for ingress and egress.

(Taken from OR Book 1043, page 1270)

PARCEL 3

Commencing at the northwest corner of Government Lot 1, Section 7, Township 19 South, Range 26 East, Lake County, Florida, thence South 00°09'59" East along the West line of said Section 7 a distance of 380.00 feet to the point of beginning of this description, thence North 89°14'57" East a distance of 197.70 feet, thence South 72°00'00" East to the waters of Lake Eustis, this point being designated as Point "C", thence return to the point of beginning and run South 00°09'59" East along the West line of said Section 7, a distance of 80 feet, thence South 63°00'00" East to the waters of Lake Eustis, thence northerly and easterly along said waters of Lake Eustis to the aforementioned Point "C" for point of terminus.

PROJECT:

Shangri-La WWTF

DATE: 4/21/05 BY: TW

PAGE 1 OF 1

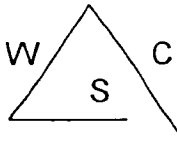
DESCRIPTION:

Estimated Cost

Upgrades/Modification

**SHANGRI-LA WASTEWATER TREATMENT FACILITY**

▪ Construct new dual clarifier	
▪ Construct dual cell chlorine contact tank	\$80,000.00
▪ Revised Yard Piping	
▪ Replace Blowers & Plant Piping	20,000.00
▪ Refurbish Existing Tankage	
▪ Rerate Plant for 60,000 gpd based upon additional capacity	5,000.00
▪ Rerate Sprayfield for 60,000 gpd	<u>5,000.00</u>
Subtotal	\$110,000.00
Engineering & Geotechnical & Permitting	6,000.00
Contingencies	<u>10,000.00</u>
<b>TOTAL</b>	<b>\$126,000.00</b>



**WICKS  
CONSULTING  
SERVICES, INC.**

(352) 343-8667 • 225 West Main Street • Tavares, Florida 32778

*Environmental, Sanitary & Water Resources Engineering  
admin@wicksconsulting.com*

Certificate of Authorization #00004571

**EXHIBIT "B"**

**EXHIBIT "B"**  
**FINANCIAL STATEMENTS**

# FINANCIAL SECTION



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## Shangri-La By The Lake Utilities, Inc.

(EXACT NAME OF UTILITY)

1214 W. IL Route 72 Leaf River, IL 61047	100 Shangri-La Blvd. Leesburg, FL 34788
Mailing Address	Street Address      County

Telephone Number (815) 738-2508      Date Utility First Organized 1-1-94

Fax Number (815) 738-2508      E-mail Address jay-laura@juno.com

Sunshine State One-Call of Florida, Inc. Member No. 680

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: 1214 W. IL Route 72  
Leaf River, IL 61047

Name of subdivisions where services are provided: Werner + Werner, Inc. dba  
Shangri-La By the Lake

### CONTACTS:

Name	Title	Principal Business Address	Salary Charged Utility
Person to send correspondence: <u>Jay E. Werner</u>	<u>Business Manager</u>	<u>1214 W. IL Route 72</u> <u>Leaf River, IL 61047</u>	
Person who prepared this report: <del>Biggs</del> <u>BHT + D</u>	<u>CPA Firm</u>	<u>356 E. Main St., PO Box 6</u> <u>Saranac, MI 48881</u>	
Officers and Managers: <u>Jay E. Werner</u>	<u>Business Manager</u>	<u>Leaf River, IL 61047</u>	\$ <u>None</u>
<u>Andrew Werner</u>	<u>Operations Manager</u>	<u>Leesburg, FL 34788</u>	\$ <u>None</u>
			\$
			\$

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principal Business Address	Salary Charged Utility
<u>Mertis L. Werner Trust</u>	<u>50%</u>	<u>Sparta, MI</u>	\$ <u>None</u>
<u>Estate of William E. Werner</u>	<u>50%</u>	<u>Sparta, MI</u>	\$ <u>None</u>
			\$
			\$
			\$
			\$

UTILITY NAME: Shangri-La By The Lake Utilities, Inc.

YEAR OF REPORT  
DECEMBER 31, 2004

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential _____		\$ 19,530	\$ 39,061	\$ _____	\$ 58,591
Commercial _____		_____	_____	_____	_____
Industrial _____		_____	_____	_____	_____
Multiple Family _____		_____	_____	_____	_____
Guaranteed Revenues _____		_____	_____	_____	_____
Other (Specify) _____		_____	_____	_____	_____
Total Gross Revenue _____		\$ _____	\$ _____	\$ _____	\$ _____
Operation Expense (Must tie to pages W-3 and S-3)	W-3 S-3	\$ 14,395	\$ 27,914	\$ _____	\$ 42,309
Depreciation Expense _____	F-5	3,555	10,115	_____	13,670
CIAC Amortization Expense _____	F-8	_____	_____	_____	_____
Taxes Other Than Income _____	F-7	957	1,912	_____	2,869
Income Taxes _____	F-7	_____	_____	_____	_____
Total Operating Expense		\$ 18,907	39,941	_____	\$ 58,848
Net Operating Income (Loss)		\$ 623	\$ (880)	\$ _____	\$ (257)
Other Income:					
Nonutility Income _____		\$ _____	\$ _____	\$ _____	\$ _____
_____		_____	_____	_____	_____
Other Deductions:					
Miscellaneous Nonutility Expenses _____		\$ _____	\$ _____	\$ _____	\$ _____
Interest Expense _____		(11,653)	(23,343)	_____	(34,996)
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
Net Income (Loss)		\$ (11,030)	\$ (24,223)	\$ _____	\$ (35,253)

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
<b>Assets:</b>			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>392,662</u>	\$ <u>389,342</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	<u>108,584</u>	<u>94,914</u>
Net Utility Plant -----		\$ <u>284,078</u>	\$ <u>294,428</u>
Cash -----		<u>13,057</u>	<u>1,505</u>
Customer Accounts Receivable (141) -----			
Other Assets (Specify): -----			
Note Receivable - Officer Report		<u>1,925</u>	<u>1,394</u>
			<u>352</u>
Total Assets -----		\$ <u>299,060</u>	\$ <u>297,679</u>
<b>Liabilities and Capital:</b>			
Common Stock Issued (201) -----	F-6	<u>100</u>	<u>100</u>
Preferred Stock Issued (204) -----	F-6		
Other Paid in Capital (211) -----		<u>28,000</u>	
Retained Earnings (215) -----	F-6	<u>(315,387)</u>	<u>(280,134)</u>
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6		
Total Capital -----		\$ <u>(287,287)</u>	\$ <u>(280,034)</u>
Long Term Debt (224) -----	F-6	\$ <u>379,387</u>	\$ <u>379,387</u>
Accounts Payable (231) -----			
Notes Payable (232) -----			
Customer Deposits (235) -----		<u>112</u>	<u>1,273</u>
Accrued Taxes (236) -----			
Other Liabilities (Specify) -----			
Accrued Interest		<u>206,848</u>	<u>197,053</u>
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-8		
Total Liabilities and Capital -----		\$ <u>299,060</u>	\$ <u>297,679</u>

UTILITY NAME: Shangri-La By The Lake Utilities, Inc.

YEAR OF REPORT  
DECEMBER 31, 2004

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101)	\$ <u>155,337</u>	\$ <u>237,325</u>	\$ _____	\$ <u>392,662</u>
Construction Work in Progress (105) _____	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Utility Plant _____	\$ <u>155,337</u>	\$ <u>237,325</u>	\$ _____	\$ <u>392,662</u>

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

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year _____	\$ <u>20,871</u>	\$ <u>74,043</u>	\$ _____	\$ <u>94,914</u>
<u>Add Credits During Year:</u>				
Accruals charged to depreciation account _____	\$ <u>3,555</u>	\$ <u>10,115</u>	\$ _____	\$ <u>13,670</u>
Salvage _____	_____	_____	_____	_____
Other Credits (specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Credits _____	\$ <u>24,426</u>	\$ <u>84,158</u>	\$ _____	\$ <u>108,584</u>
<u>Deduct Debits During Year:</u>				
Book cost of plant retired _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost of removal _____	_____	_____	_____	_____
Other debits (specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Debits _____	\$ _____	\$ _____	\$ _____	\$ _____
Balance End of Year _____	\$ <u>24,426</u>	\$ <u>84,158</u>	\$ _____	\$ <u>108,584</u>

UTILITY NAME Shangri-La By The Lake Utilities, Inc.

YEAR OF REPORT  
DECEMBER 31, 2004

CAPITAL STOCK ( 201 - 204 )

	Common Stock	Preferred Stock
Par or stated value per share _____	1	n/a
Shares authorized _____	500	_____
Shares issued and outstanding _____	100	_____
Total par value of stock issued _____	100	_____
Dividends declared per share for year _____	0	_____

RETAINED EARNINGS ( 215 )

	Appropriated	Un-Appropriated
Balance first of year _____	\$ (280,134)	\$ _____
Changes during the year (Specify): _____	(35,253)	_____
_____	_____	_____
Balance end of year _____	\$ (315,387)	\$ _____

PROPRIETARY CAPITAL ( 218 )

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

LONG TERM DEBT ( 224 )

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest		Principal per Balance Sheet Date
	Rate	# of Pymts	
note payable _____	6.00%	360	\$ 379,387
_____	_____	_____	_____
Total _____			\$ 379,387



UTILITY NAME: Shangri-La By The Lake Utilities, Inc.

YEAR OF REPORT  
DECEMBER 31, 2004

CONTRIBUTIONS IN AID OF CONSTRUCTION ( 271 )

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year_____	\$ n/a	\$ n/a	\$ _____
2) Add credits during year_____	\$ _____	\$ _____	\$ _____
3) Total_____	_____	_____	_____
4) Deduct charges during the year_____	_____	_____	_____
5) Balance end of year_____	_____	_____	_____
6) Less Accumulated Amortization_____	_____	_____	_____
7) Net CIAC_____	\$ _____	\$ _____	\$ _____

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
_____	_____	n/a	n/a
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-total_____		\$ _____	\$ _____
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	
_____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
Total Credits During Year (Must agree with line # 2 above.)_____			\$ _____

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year_____	\$ n/a	\$ n/a	\$ _____
Add Debits During Year:_____	_____	_____	_____
Deduct Credits During Year:_____	_____	_____	_____
Balance End of Year (Must agree with line #6 above.)_____	\$ _____	\$ _____	\$ _____



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

UTILITY NAME: Shangri-La By The Lake Utilities, Inc.

YEAR OF REPORT DECEMBER 31, 2004
-------------------------------------

**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	\$ <u>n/a</u>	_____ %	_____ %	_____ %
Preferred Stock	_____	_____ %	_____ %	_____ %
Long Term Debt	_____	_____ %	_____ %	_____ %
Customer Deposits	_____	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	_____ %	_____ %
Deferred Income Taxes	_____	_____ %	_____ %	_____ %
Other (Explain)	_____	_____ %	_____ %	_____ %
Total	\$ <u>_____</u>	<u>100.00</u> %		<u>_____</u> %

(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: _____

**EXHIBIT "C"**

**LIST OF OPERATORS AND CERTIFICATE NUMBERS**

Lead Operator:	Thomas M. Felton, License No. 0002241.
Day Shift Operator:	C. Watkins, Class C, Certificate No. 013016
Evening Shift Operator	G. Murray, Class C, Certificate No. 012240
Night Shift Operator	J. Bethea, Class C, Certificate No. 009314

**EXHIBIT "D"**

**EVIDENCE OF LAND OWNERSHIP**

LEASE

BY THIS AGREEMENT made and entered into on the 1st day of July, 1993, between SHANGRI-LA BY THE LAKE UTILITIES, INC., a duly authorized Florida Corporation, herein referred to as Tenant, and WERNER and WERNER, INC., a Florida corporation, herein referred to as LandLord. LandLord leases to Tenant the real property described in Exhibit "A" together with the water system and sewer system situated thereon, all improvements, easements, lines, pipes and appurtenances used in or for the operation thereof.

I. TERM

1.1 LandLord demises the above premises for a term of 99 years commencing on July 1, 1993 and terminating on June 30<sup>th</sup>, 2092, or sooner as provided herein.

II. RENT

2.1 Tenant agrees to pay rental of \$1.00 per month due on the 1st day of each month.

2.2 All rental payment shall be made to LandLord at 11654 Long Lake Dr. Quanta, MI 49345.

2.3 Grace Period. The Tenant shall have a grace period of fifteen (15) days in which to pay the base rent or any additional rent due the LandLord under this lease before Tenant can be considered in default under this lease.

III. REPAIRS AND MAINTENANCE

3.1 Repairs and Maintenance by Tenant. Tenant shall make and pay for all maintenance and repairs to the leased premises, including, but not limited to, all repairs to the plumbing, electrical and lighting systems within the leased premises. Tenant shall at all times keep the leased premises and all partitions, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness. Tenant shall maintain and operate the premises in accordance with all local, state and federal rules and regulations.

IV. USE OF PREMISES

4.1 The demised premises may be used by Tenant as a water system and a sewer system.

V. ASSIGNMENT AND SUBLETTING

5.1 The Tenant shall neither assign, mortgage or encumber this lease, nor sub-let or permit the leased premises or any part thereof to be used by others without the prior written consent of LandLord.

VI. ALTERATIONS AND IMPROVEMENTS

6.1 All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of movable personal property, shall, unless otherwise provided by written agreement between LandLord and Tenant, be the property of LandLord and remain on the demised premises at the

EXHIBIT "BB"  
EXHIBIT "AA"

expiration or sooner termination of this lease.

VII. PROPERTY TAXES

7.1 Tenant shall be responsible for the payment of all property taxes on the leased premises.

VIII. ENTRY FOR INSPECTION AND REPAIRS

8.1 Upon reasonable notice to Tenant, LandLord shall have the right to enter the leased premises: (1) to make inspections, and (2) whenever necessary, to make repairs and alterations to the premises.

IX. WASTE, NUISANCE, OR UNLAWFUL USE

9.1 Tenant agrees that he shall not commit waste on the premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in an unlawful manner.

X. DESTRUCTION OF PREMISES AND EMINENT DOMAIN

10.1 In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease will be at an end from such time except for the purpose of enforcing rights that may have accrued hereunder. The rent will then be calculated between the LandLord and Tenant up to the time of such inquiry or destruction or taking of the premises, Tenant paying up to such date and LandLord refunding the rent collected beyond that date.

10.2 Should only a part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, it's patrons or invitees, the rent will abate in the proportion which the injured part bears to the whole leased premises, and such part so injured will be restored by LandLord as speedily as practicable, after which the full rent will recommence and the lease continue according to its terms.

XI. WAIVERS

11.1 A waiver by LandLord of a breach of any covenant or duty of Tenant under this lease is not a waiver of a breach of any other covenant or duty.

XII. NOTICES

12.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, will be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To LandLord:

To Tenant:

XIII. ENTIRE AND BINDING AGREEMENT

13.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein will inure to the benefit of and be binding upon Tenant and LandLord and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XIV. INSURANCE

14.1 Tenant shall, at it's own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure LandLord against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than 500,000 for any one person killed or injured, and 1,000,000 for one accident. Tenant shall be responsible for providing fire and property damage insurance for the leased premises.

XV. LIENS

15.1 Tenants shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Tenant, any alterations, improvements, repairs, or additions which Tenant may make or permit or cause to be made, or any work or construction, by, for, or permitted by Tenants on or about the premises, or any obligations of any kind incurred by Tenants, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify LandLord and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereof. Tenants shall give LandLord written notice no less than fifteen days in advance of the commencement of any construction, alterations, addition, improvement, or repair estimated to cost in excess of one-hundred dollars in order that LandLord may post appropriate notices of LandLord's non-responsibility.

XVI. INDEMNIFICATION OF LANDLORD

16.1 LandLord shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Tenant or by a person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Tenant or of any occupant,

subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify LandLord against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Tenant hereby waives all claims against LandLord for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Tenant, in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time.

#### XVII. BREACH OR DEFAULT

17.1 Tenants shall have breached this lease and shall be considered in default hereunder if (1) Tenants file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against Tenants under any bankruptcy act, (3) Tenants fail to pay any rent when due and does not make the delinquent payment within seven days after receipt of notice thereof from LandLord, or (4) Tenants fail to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of fifteen days after receipt of notice thereof from LandLord.

#### XVIII. DEFAULT

18.1 In the event of any default hereunder by Tenant, LandLord, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant. Should LandLord elect to re-enter, as herein provided, or should LandLord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease relet the premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as LandLord in its sole discretion may deem advisable with a right to make alterations and repairs to the premises; on each such reletting (a) Tenant shall be immediately liable to pay to LandLord, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by LandLord, and the amount, if any, by which the rent reserved in this lease for a period of such reletting exceeds the amount agreed to be paid as rent for the demised premises for such period on such reletting; or (b) at the option of LandLord, rents received by LandLord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Tenant to LandLord; second, to the payment of any expenses of such

reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by LandLord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to LandLord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by LandLord shall be construed as an election on the part of LandLord to terminate this lease unless a written notice of such intention is given to Tenant or unless the written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LandLord may at any time thereafter elect to terminate this lease for such previous breach. Should LandLord at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Tenant all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to LandLord.

**XIX. TIME OF THE ESSENCE**

19.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

**XX. ATTORNEY'S FEES**

20.1 The prevailing party in any legal action(s) that may arise as a result of this lease agreement shall be entitled to recover from the other party any and all court costs, which include attorney's fees, incurred as a result of the legal action(s).

IN WITNESS WHEREOF, the parties have executed this lease at



11654 Long Lake Wa, Spent M; the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

LANDLORD:  
WERNER and WERNER, INC.

William F. Werner  
Print: PRES

BY: William F. Werner  
PRES

Mertie L. Werner  
Print: SECRETARY

Mertie L. Werner  
Secretary

TENANT:  
SHANGRI-LA BY THE LAKE  
UTILITIES, INC.

William F. Werner  
Print: PRES

BY: William F. Werner  
PRES

MERT. L. WERNER  
Print: SECRETARY

Mertie L. Werner  
Secretary

STATE OF MI  
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of July, 1993 by William F. Werner  
as PRES of Werner and Werner, Inc., on  
behalf of the corporation. He/She is personally known to me or  
produced \_\_\_\_\_ as identification and who did  
not take an oath.

Suzanne E. Svaboda  
NOTARY PUBLIC  
Suzanne E. Svaboda  
(Please Print)  
My commission expires: 12-6-94

STATE OF MI  
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 1<sup>st</sup>  
day of July, 1993 by Mertie L. Werner  
as SECRETARY of Shangri-La By The Lake Utilities,  
Inc., on behalf of the corporation. He/She is personally known to  
me or produced \_\_\_\_\_ as identification and who  
did not take an oath.

Suzanne E. Svaboda  
NOTARY PUBLIC  
Suzanne E. Svaboda  
My commission expires: 12-6-94

(LEASE 1)

EXHIBIT "A"

SEWER PLANT MORE FULLY DESCRIBED AS FOLLOWS:

THE SOUTH 685.00 FEET OF THE EAST 300.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST 50.00 FEET AND LESS THE SOUTH 25.00 FEET THEREOF.

and

WATER PLANT MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN N89°59'40"E, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 1542.48 FEET, MORE OR LESS, TO INTERSECT THE ALIGNMENT OF THE EASTERLY RIGHT-OF-WAY OF HARBOR SHORES ROAD (CR 5-5942), AS DESCRIBED IN OFFICIAL RECORDS BOOK 43, PAGE 632, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S00°28'58"W, ALONG THE AFORESAID RIGHT-OF-WAY ALIGNMENT, A DISTANCE OF 33.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF HARBOR SHORES ROAD, AS DESCRIBED IN THE AFORESAID OFFICIAL RECORDS BOOK 43, PAGE 632, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: FROM SAID POINT OF BEGINNING, CONTINUE S00°28'58"W, A DISTANCE OF 138.00 FEET; THENCE N89°31'02"W, A DISTANCE OF 56.00 FEET; THENCE S00°28'58"W, A DISTANCE OF 138.00 FEET, MORE OR LESS, TO THE NORTH SIDE OF A CANAL

CLAYTON H. BLANCHARD, JR.  
35 EAST PINEHURST BLVD.  
EUSTIS, FLORIDA 32726

This instrument prepared by

CLAYTON H. BLANCHARD, JR.  
35 EAST PINEHURST BLVD.  
EUSTIS, FLORIDA 32726

Property Appraiser Parcel Identification (Focal Number)

92 55368

Grantor's S.S. #:

WARRANTY DEED  
FROM CORPORATION

REC'D RECEIVED FOR

TR 2.00 EXCISE TAXES

DOC 250.00 JAMES C. WATKINS

INT 1/2 CLERK LAKE CO FL BOOK 1189 PAGE 1641

BY BK D.C.

This Warranty Deed Made and executed the 7th day of October A.D. 1992 by SHANGRI-LA BY THE LAKE, INC., A FLORIDA CORPORATION and having its principal place of business at 100 Shangri-La Boulevard, Leesburg, Florida 34788 hereinafter called the grantor, to WERNER AND WERNER INCORPORATED, A FLORIDA CORPORATION whose post office address is 11654 Long Lake Dr., Sparta, Mich. 49345 hereinafter called the grantee

Witnesseth, That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lake County, State of Florida

See Attached Exhibit "A"

Subject to Easements, Restrictions and Limitations of record as set forth in Exhibit "B".

Subject to taxes for 1992 and subsequent years.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

To Have and to Hold, the same in fee simple forever

And the grantor hereby covenants unto said grantee that the grantor is lawfully seized of said land in fee simple, that it has good, right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances

In Witness Whereof, the said corporation has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written

ATTEST  
I, Richard Hooks, Secretary  
Signed, sealed and delivered in the presence of  
Clayton H. Blanchard, Jr.  
Clayton H. Blanchard, Jr.

SHANGRI-LA BY THE LAKE, INC.  
By W. E. Golden  
W. E. GOLDEN, President

STATE OF FLORIDA  
COUNTY OF LAKE  
I, HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared W. E. GOLDEN, who is personally known to me and who did not take an oath, well known to me to be the President and

and that they freely and knowingly executed the same in the presence of said witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal aforesaid is the true and correct seal of said corporation

WITNESSED my hand and official seal in the County and State last aforesaid this 7th day of October A.D. 1992  
Andrea K. Roberts  
Andrea K. Roberts

My Comm. Exp. 08/27/1993

RECORDED  
FILED  
LAKELAND, FL.  
OCT 9 4 07 PM '92

EXHIBIT A

BOOK 1189 PAGE 1642

DESCRIPTIONS OF PARCELS  
PARCEL 1.

SHANGRI-LA BY THE LAKE MOBILE HOME PARK; AN ISLAND IN GOVERNMENT LOTS 9 AND 13, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH, EAST AND NORTH OF THE FOLLOWING DESCRIBED CENTERLINE OF A CANAL EASEMENT RECORDED IN OFFICIAL RECORD BOOK 411, PAGE 996, AND WEST OF LAKE EUSTIS; SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 9, (GOVERNMENT LOT 9 IS CITED INCORRECTLY IN OFFICIAL RECORD BOOK 411, PAGE 996, POINT OF COMMENCEMENT SHOULD BE THE SOUTHEAST CORNER OF GOVERNMENT LOT 8) RUN  $S00^{\circ}30'50''W$ , ALONG THE EAST LINE OF GOVERNMENT LOT 9, (THIS LINE IS CITED INCORRECTLY IN OFFICIAL RECORD BOOK 411, PAGE 996) A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CANAL CENTERLINE; THENCE WEST, 995.45 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ}30'30''$ , (CENTRAL ANGLE CALCULATES  $89^{\circ}29'10''$ ) A DISTANCE OF 157.98 FEET, (ARC DISTANCE CALCULATES 156.18 FEET); TO THE POINT OF TANGENCY OF SAID CURVE; THENCE  $S00^{\circ}30'50''W$ , 434.74 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}29'10''$ , (CENTRAL ANGLE CALCULATES  $90^{\circ}30'50''$ ) A DISTANCE OF 156.18 FEET, (ARC DISTANCE CALCULATES 157.98 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE EAST TO THE EAST LINE OF SAID GOVERNMENT LOT 9, THENCE CONTINUE EAST 650 FEET, MORE OR LESS, TO THE WATERS OF LAKE EUSTIS; RETURN TO THE POINT OF BEGINNING AND RUN EAST THROUGH SAID GOVERNMENT LOT 13, A DISTANCE OF 1250 FEET, MORE OR LESS, TO THE WATERS OF THE AFORESAID LAKE EUSTIS AND END OF THIS CENTERLINE DESCRIPTION.

## PARCEL 2.

THE SOUTH 685.00 FEET OF THE EAST 300.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LESS THE EAST 50.00 FEET AND LESS THE SOUTH 25.00 FEET THEREOF.

## PARCEL 3.

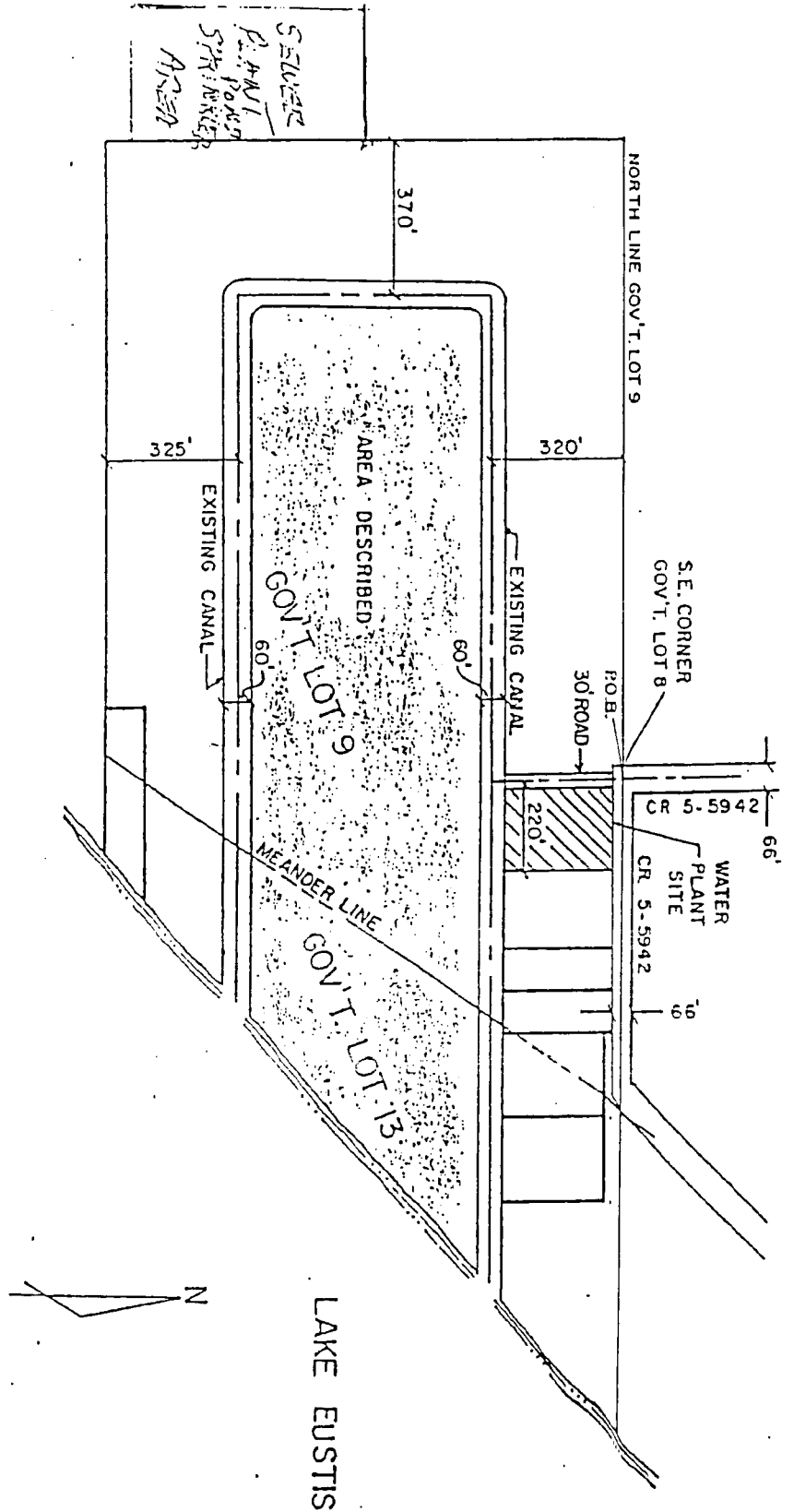
FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN  $N89^{\circ}59'40''E$ , ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 1542.48 FEET, MORE OR LESS, TO INTERSECT THE ALIGNMENT OF THE EASTERLY RIGHT-OF-WAY OF HARBOR SHORES ROAD (CR 5-5942), AS DESCRIBED IN OFFICIAL RECORDS BOOK 43, PAGE 632, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE  $S00^{\circ}28'58''W$ , ALONG THE AFORESAID RIGHT-OF-WAY ALIGNMENT, A DISTANCE OF 33.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF HARBOR SHORES ROAD, AS DESCRIBED IN THE AFORESAID OFFICIAL RECORDS BOOK 43, PAGE 632, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: FROM SAID POINT OF BEGINNING, CONTINUE  $S00^{\circ}28'58''W$ , A DISTANCE OF 138.00 FEET; THENCE  $N89^{\circ}31'02''W$ , A DISTANCE OF 58.00 FEET; THENCE  $S00^{\circ}28'58''W$ , A DISTANCE OF 136.00 FEET, MORE OR LESS, TO THE NORTH SIDE OF A CANAL

## PARCEL 4.

REAL PROPERTY IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN  $N89^{\circ}59'40''E$ , ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 1484.48 FEET, TO A POINT THAT IS  $N89^{\circ}59'40''E$  AND 8.00 FEET FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 8, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST; THENCE  $S00^{\circ}28'58''W$ , 325.00 FEET TO THE CENTERLINE OF CANAL, AND POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; FROM SAID POINT OF BEGINNING, RUN EAST, ALONG SAID CANAL CENTERLINE, A DISTANCE OF 58.00 FEET; THENCE  $N00^{\circ}28'58''E$ , 18.87 FEET, TO THE NORTH EDGE OF SAID CANAL AND THE SOUTH SIDE OF THE AFOREDESCRIBED PARCEL NUMBER 3; THENCE WESTERLY, ALONG THE NORTH SIDE OF SAID CANAL AND SOUTH SIDE OF PARCEL NUMBER 3, A DISTANCE OF 58.00 FEET; THENCE  $S00^{\circ}28'58''W$ , 18.49 FEET TO THE POINT OF BEGINNING AND END OF THIS DESCRIPTION.

MEMO: Legibility of writing  
typing or printing unsatisfactory in  
this document when microfilmed



Description  
of  
Interior Island  
for  
Shangri-La

Government Lots 9 and 13, Section 6, Township 19S., Range 26 E., Lake County, Florida, lying West of Lake Eustis; less the North 320 feet and less the West 370 feet, less the South 325 feet and less canal.

APPENDIX 28 A

SKETCH AND DESCRIPTION SHANGRI-LA

5-3-90 N.T.S. A-145 A-145

73 351B

Rec 2.00  
St 600.00  
Sur 220.00

This Warranty Deed Made and executed the 23rd day of February, A D 1973 by ALLEN R. PYLE LANDCLEARING, INC.,

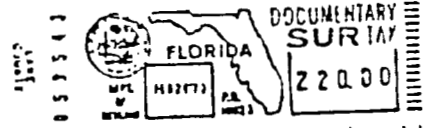
a corporation existing under the laws of Florida and having its principal place of business at 300 Douglas Avenue, Altamonte Springs, Florida 32707 hereinafter called the grantor, to SHANGRI-LA BY THE LAKE, INC., a Florida corporation, whose postoffice address is

hereinafter called the grantee.

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in County Florida, to:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION.

Grantor herein reserves an easement for the purpose of ingress and egress to itself and its assigns over the roadway through and between Lots 20 and 21 according to the unrecorded Plat of Shangri-la of which a copy is attached hereto as Exhibit "B".



Together with all the covenants, conditions and appurtenances thereto belonging or in any way appertaining

To Have and to Hold, the same in fee simple forever

And the grantor hereby warrants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except real estate taxes for 1973.

In Witness Whereof the grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers, this 23rd day of February, 1973.

ATTEST: BETTY K. PYLE, Secretary

ALLEN R. PYLE LANDCLEARING, INC.

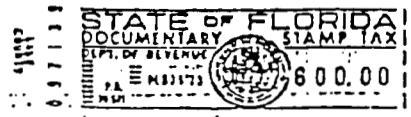
Signature of Allen R. Pyle

Signature of Allen R. Pyle

STATE OF FLORIDA COUNTY OF Orange

ALLEN R. PYLE and BETTY H. PYLE,

Witnesses: Susan L. ... Secretary



Susan L. ... Notary Public - State of Florida My Commission Expires: 12/31/75

This instrument was prepared by: CARROLL S. BARCO, ESQ., Suite 214, 6900 South Orange Blossom Trail, Orlando, Florida 32809

FILED 26 2:22 PM '73 JAMES C. WATKINS CLERK OF CIRCUIT COURT

RENTARY JR 2.20

Lots 9 and 13 in Section 6, Township 19 South, Range 26 East, according to the Supplemental Plat of Sections 6 and 7, Township 19 South of Range 26 East, Sheet No. 1, approved 5 June 1928 and filed in the Office of the Clerk of the Circuit Court of Lake County on 11 February 1931, LESS AND EXCEPT the following: Begin at a point 1363 feet East of Southwest corner of Sec. 6, Tp. 19 S., R. 26 E., run North 100 feet, thence East 450 feet more or less to low water shoreline of Lake Eustis, thence Southerly along the low water shoreline to the South boundary of said Section 6, thence West along said section line to point of beginning.

LESS AND EXCEPT Lots 8, 9, 10, 22 and 23 according to the unrecorded Plat of SHANGRI-LA, as shown by recorded instruments filed in the Office of the Clerk of Lake County, Florida, as follows:

Lot 8, according to an unrecorded Plat of Shangri-La, described as follows: From the Northwest corner of Government Lot 9, Section 6, Township 19 South, Range 26 East, run East along North line of Government Lots 9 and 13 said Section 6, for a distance of 2,320 feet to the P.O.B., run thence East 200 feet thence South  $00^{\circ}29'$  West parallel to West line of said Government Lot 9 for a distance of 295 feet, more or less, to the waters of canal thence west along and with waters of said canal 200 feet to a point that is South  $00^{\circ}29'$  West of the P.O.B. thence North  $00^{\circ}29'$  East 295 feet, more or less, to the P.O.B., less North 50 feet for road right-of-way.

Lot 9, according to an unrecorded Plat of Shangri-La, described as follows: From the Northwest corner of Gov. Lot 9, Sec 6, Tp 19 S., Range 26 E., run East along North line of said Gov. Lot 13, for a distance of 2120 feet to the point of beginning, run thence East 200 feet, thence South  $00^{\circ}29'$  West parallel to West line of said Gov. Lot, 295 feet, more or less, to the waters of canal, thence West along and with waters of said canal for 200 feet to a point that is South  $00^{\circ}29'$  West from the P.O.B. thence North  $00^{\circ}29'$ , East 295 feet, more or less, to the point of beginning, less: From the Northwest corner of said Gov. Lot 9 run East along North line of said Gov. lot 2120 feet to the point of beginning run thence East 200 feet thence South  $00^{\circ}29'00''$  West 50 feet thence West  $30.52$  feet thence North  $89^{\circ}16'20''$  West 170.33 feet thence North  $00^{\circ}29'00''$  East 33 feet to the point of beginning for road right-of-way.

Lot 10, according to an unrecorded Plat of Shangri-La, described as follows: From the Northwest corner of Gov. Lot 9, Sec 6, Tp. 19 S., R. 26 E., run East along North line of said Gov. lot, 1920 feet to the point of beginning, run thence East 200 feet, thence South  $00^{\circ}29'$  West parallel to West line of said Gov. Lot, 290 feet, more or less, to the waters of canal, thence West along and with waters of said canal 200 feet to a point that is South  $00^{\circ}29'$  West from the point of beginning, thence North  $00^{\circ}29'$  East for 290 feet, more or less, to the point of beginning, less North 33 feet for road right-of-way.

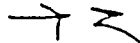
Lot 22, Official Record 418, Page 342, more particularly described as: From the SW corner of Government Lot 9, Section 6, Township 19, South, Range 26 East, run East along South line of said Government Lot for 50 feet, thence N.  $00^{\circ}29'E.$  parallel to West line of said Government Lot 9 for 50 feet for P.O.B., run thence North for 377.37 feet, thence East for 300 feet, more or less, to waters of canal and point "A". Return to the P.O.B. run thence N.  $49^{\circ}29'E.$  for 425 feet, more or less, to the waters of said canal, thence Northerly along said canal to intersection at aforescribed point "A".

Lot 23, Official Record 423, Page 393, more particularly described as: From the Southwest corner of Government Lot 9, Sec. 6, Tp. 19 S., R. 26 E., run East along the South line of said Government Lot 9 a distance of 50 feet, run thence North  $00^{\circ}29'$  East parallel to the West line of said Government Lot 9 a distance of 50 feet to the point of beginning; run thence North  $49^{\circ}29'$  East 425 feet, more or less, to the waters of a canal, this point being hereby designated as Point "A", thence return to the point of beginning and run East parallel to the South line of said Government Lot 9 for a distance of 430 feet, thence North  $00^{\circ}29'$  East parallel to the West line of said Government Lot 9 a distance of 250 feet, more or less, to the waters of said canal, thence run Westerly along and with the waters of said canal to intersect the above designated Point "A", this being Lot 23, according to an unrecorded Plat of SHANGRI-LA,

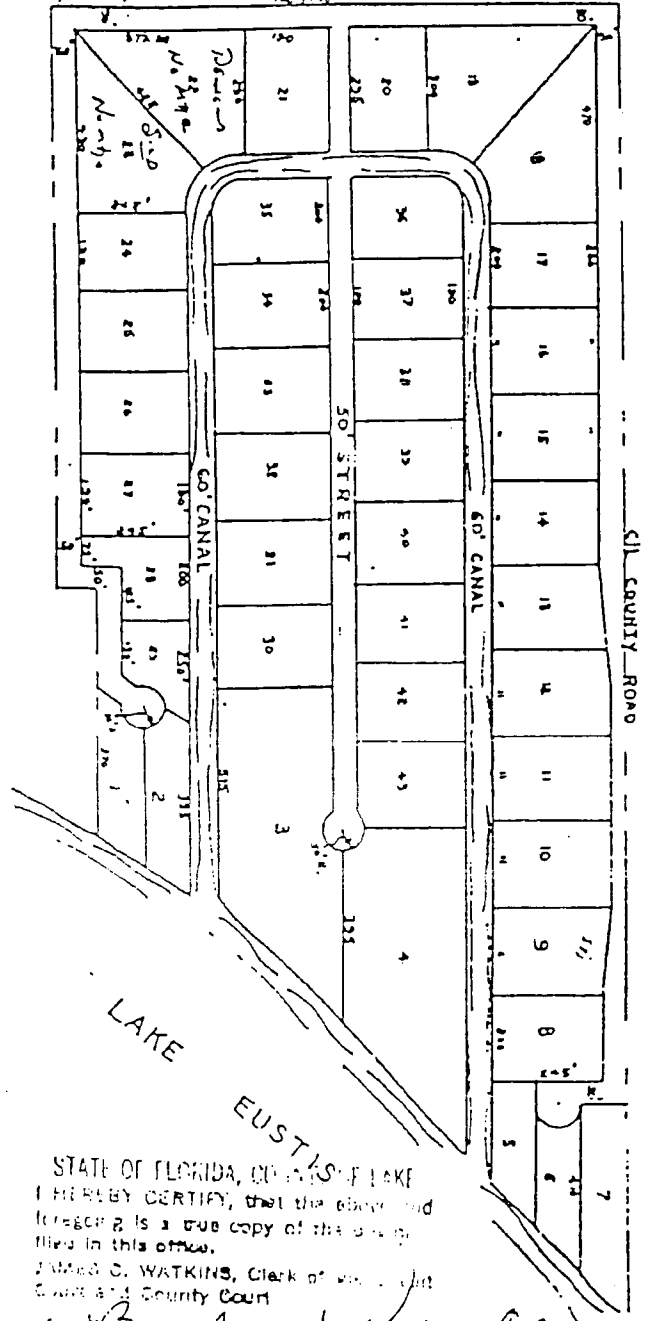
All in Lake County, Florida.

400 500

EXHIBIT "B"



SEWER  
511-19-19-1  
AREA



A SUBDIVISION IN GOVT. LOTS 9 & 13 SECTION 6  
TWP. 19S R26E. LAKE CO. FLA.

# SHANGRI - LA

Granger-Robertson Development, Inc.

800 WHITE OAK DRIVE  
ALTAMONTE SPRINGS, FLORIDA 32701  
PHONE 838-7922

STATE OF FLORIDA, COUNTY OF LAKE  
I HEREBY CERTIFY that the above and  
foregoing is a true copy of the original  
filed in this office.

JAMES C. WATKINS, Clerk of the Court  
County Court

*Barbara Kradol*  
Deputy Clerk

Dated 4-2-93

SCALE 1"=30'



## EXHIBIT "E"

### DESCRIPTION OF AREA PROPOSED TO BE SERVED

#### PARCEL 1:

THAT PART OF GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 7, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF GOVERNMENT LOT 7, 66.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF HARBOR SHORES DRIVE; THENCE RUN N00°04'08"W ALONG SAID SOUTHERLY EXTENSION, 33.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE AND EAST RIGHT OF WAY LINE OF SAID HARBOR SHORES DRIVE FOR THE POINT OF BEGINNING; THENCE RUN N00°04'08"W ALONG SAID EAST RIGHT OF WAY LINE, 951.09 FEET TO A POINT 300.00 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 7; THENCE RUN N89°26'52"E PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 7, 726.00 FEET; THENCE RUN N00°04'08"W PARALLEL WITH THE WEST LINE OF GOVERNMENT LOT 7, 300.00 FEET TO A POINT 759.00 EAST OF THE NORTHWEST CORNER OF GOVERNMENT LOT 7; THENCE RUN N89°26'52"E ALONG SAID NORTH LINE, 594.19 FEET TO THE MEANDER LINE AS ESTABLISHED BY U.S. GENERAL LAND OFFICE IN 1926; THENCE RUN S02°31'38"E ALONG SAID MEANDER LINE, 299.29 FEET; THENCE CONTINUE ALONG SAID MEANDER LINE S29°50'19"W, 667.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HARBOR SHORES DRIVE; THENCE RUN S39°23'45"W ALONG SAID WESTERLY RIGHT OF WAY LINE, 490.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE AND WESTERLY RIGHT OF WAY LINE OF HARBOR SHORES DRIVE; THENCE RUN S89°26'52"W ALONG SAID NORTH RIGHT OF WAY LINE, 688.37 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

THAT PART OF GOVERNMENT LOTS 7 AND 12, SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 7, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF GOVERNMENT LOT 7, 813.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HARBOR SHORES DRIVE FOR THE POINT OF BEGINNING; THENCE RUN N39°23'45"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 130.44 FEET TO A LINE 100 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF GOVERNMENT LOT 12; THENCE RUN N89°26'52"E ALONG SAID LINE 100 FEET NORTH OF GOVERNMENT LOT 12, 784 FEET MORE OR LESS TO THE WATER'S EDGE OF LAKE EUSTIS; THENCE RUN SOUTHWESTERLY ALONG SAID WATER'S EDGE TO THE SOUTH LINE OF GOVERNMENT LOT 12; THENCE RUN S89°26'52"W ALONG THE SOUTH LINE OF GOVERNMENT LOT 12 AND 7, 790 FEET MORE OR LESS TO THE POINT OF BEGINNING.



## EXHIBIT "E"

### DESCRIPTION OF AREA PROPOSED TO BE SERVED

That portion of Section 6, Township 19 South, Range 26 East, and that portion of section 7, Township 19 South, Range 26 East, all in Lake County, Florida bounded and described as follows:

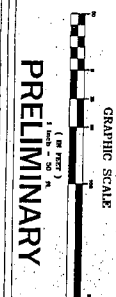
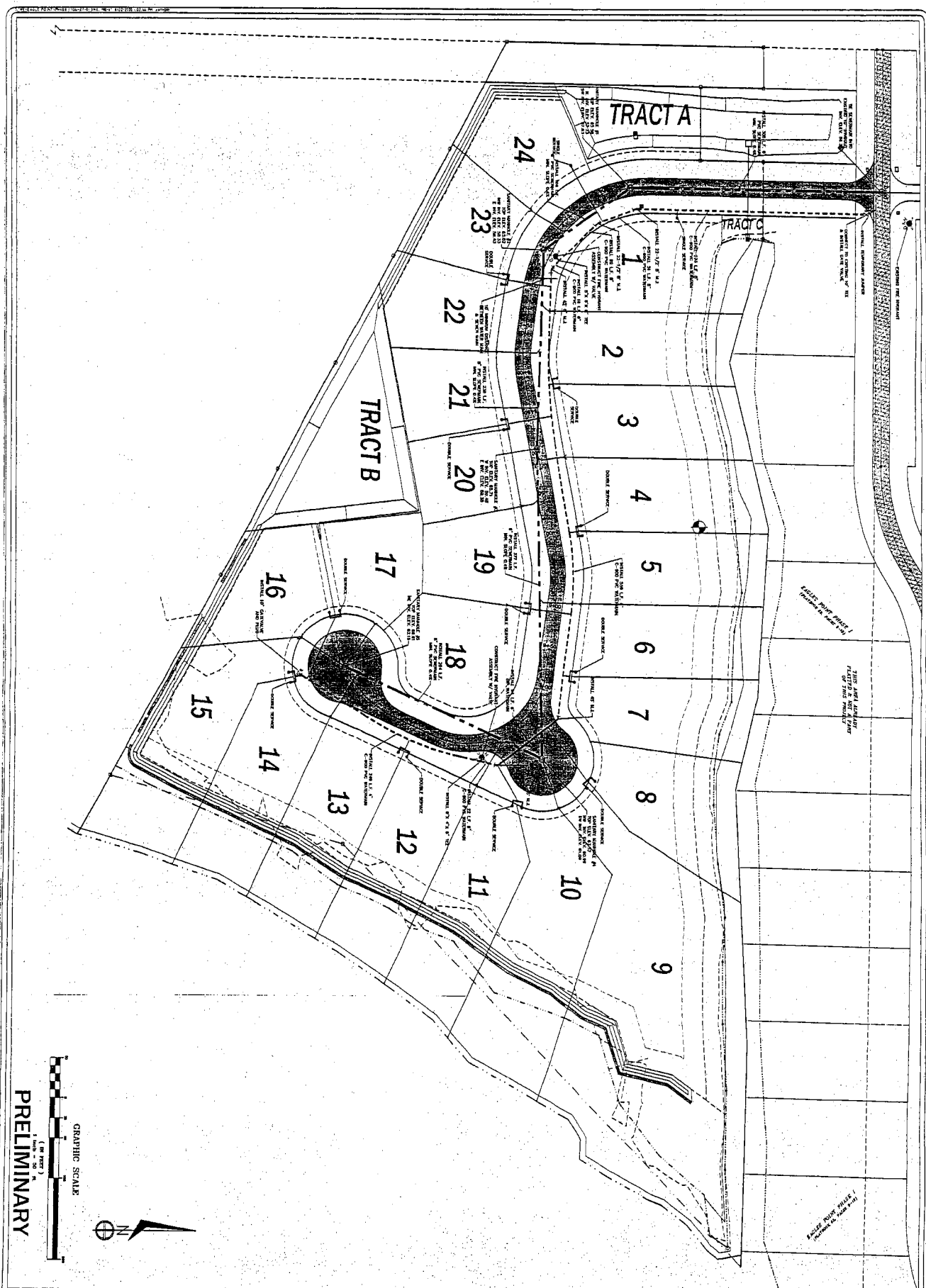
Beginning at the Southwest corner of said Section 6, said corner also being the Northwest corner of said Section 7, run thence East 1363 feet to a point on the South line of said Section 6; thence North 100.00 feet; thence East 450 feet, more or less, to the waters of Lake Eustis and a point hereby designated as Point "A", thence return to the Point of Beginning and run South 00°09'59" East, 460.00 feet along the West line of said Section 7; thence South 63°00'00" East to the water of Lake Eustis, thence Northerly and Easterly along and with the said waters of Lake Eustis to the aforementioned Point "A" for point of terminus.

**EXHIBIT "F"**

**DETAILED SYSTEM MAPS**

**[Oversize maps provided directly to Commission Staff]**





DATE	REVISION	BY	CHKD
05/11/01	1	WJW	WJW
05/11/01	2	WJW	WJW
05/11/01	3	WJW	WJW
05/11/01	4	WJW	WJW
05/11/01	5	WJW	WJW
05/11/01	6	WJW	WJW
05/11/01	7	WJW	WJW
05/11/01	8	WJW	WJW
05/11/01	9	WJW	WJW
05/11/01	10	WJW	WJW
05/11/01	11	WJW	WJW
05/11/01	12	WJW	WJW
05/11/01	13	WJW	WJW
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05/11/01	15	WJW	WJW
05/11/01	16	WJW	WJW
05/11/01	17	WJW	WJW
05/11/01	18	WJW	WJW
05/11/01	19	WJW	WJW
05/11/01	20	WJW	WJW
05/11/01	21	WJW	WJW
05/11/01	22	WJW	WJW
05/11/01	23	WJW	WJW
05/11/01	24	WJW	WJW

UTILITY PLAN FOR:  
 EAGLE POINT PHASE II  
 FOREST LAKE DRIVE  
 LAKE COUNTY, FLORIDA

**WE WALLING ENGINEERING**  
 SITEPLANS • PERMITTING  
 CONSULTING • PLANNING

913 VENTURE AVENUE, SUITE 1  
 LEE COUNTY, FLORIDA 36448  
 PHONE: (352) 797-1527  
 FAX: (352) 797-4001  
 KEVIN L. WALLING, P.E., P.L., REG. #1077  
 KEVIN L. ADKLEY, P.E., P.L., REG. #5319  
 CERTIFICATE NO. 08-0006835

NO.	REVISION	DATE
1	ORIGINAL PLAN	
2		
3		
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**EXHIBIT "G"**

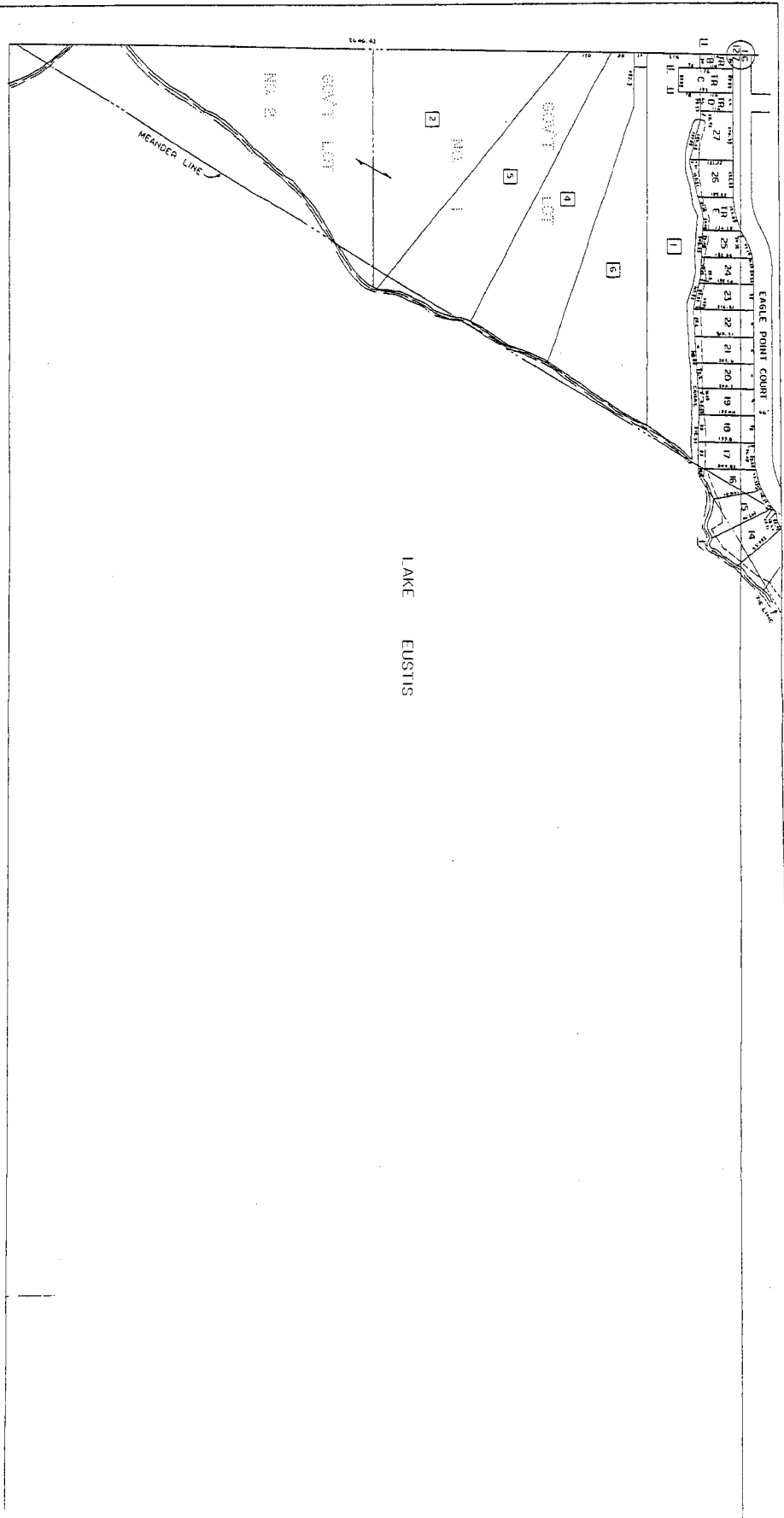
**MAP SHOWING EXISTING AND NEW SERVICE AREAS**

**[Oversize maps provided directly to Commission Staff]**





THIS PLAN IS SUBJECT TO THE  
 RULES AND REGULATIONS OF THE  
 FLORIDA DEPARTMENT OF  
 REVENUE AND THE FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 AND SHALL BE VOID WITHOUT  
 THEIR APPROVAL.



NO. 1 SUBDIVISION INDEX  
 1 EAGLES POINT PA. PG.  
 53 9-12

N ↑ 1"=200'	LAKE COUNTY, FLORIDA	SECTION	N 1/2 7	SHEET NUMBER 3E 7N
		TOWNSHIP	19S	
	RANGE		26E	

**EXHIBIT "H"**

**REVISED TARIFF SHEETS**

FIRST REVISED SHEET NO. 3.0  
CANCELS ORIGINAL SHEET NO. 3.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 567-W

COUNTY -LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-0062-FOF-SU	1/12/96	940653-WS	Original Certificate
PSC-05-			Territory Extension

(Continued to Sheet No. 3.1)

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in Section 6, Township 19 South, Range 26 East, Lake County, Florida:

Begin for a point of Beginning at the Southwest corner of Section 6, Township 19 South, Range 26 East, Lake County, Florida, also described as the Southwest corner of Government Lot 9 of said Section 6, run thence North 0° 28' 58" East a distance of 1285.90 feet to the Northwest corner of said Government Lot 9, run thence North 89° 59' 40" East a distance of 2711.55 feet, more or less, to the waters of Lake Eustis to a point hereby designated as Point "A"; begin again at the point of beginning and run East along the South line of said Section 6 a distance of 1363.00 feet, run thence North 100.00 feet, run thence East 450 feet, more or less, to the waters of Lake Eustis, run thence in a Northeasterly direction along the waters of Lake Eustis, to the aforesaid Point "A" and point of termination.

Also, the South 685 feet of the East 380 feet of the Southeast ¼ of the Southeast ¼ of Section 1, Township 19 South, Range 25 East. Less the East 50 feet and less the South 25 feet thereof.

That portion of Section 6, Township 19 South, Range 26 East, and that portion of section 7, Township 19 South, Range 26 East, all in Lake County, Florida bounded and described as follows:

Beginning at the Southwest corner of said Section 6, said corner also being the Northwest corner of said Section 7, run thence East 1363 feet to a point on the South line of said Section 6; thence North 100.00 feet; thence East 450 feet, more or less, to the waters of Lake Eustis and a point hereby designated as Point "A", thence return to the Point of Beginning and run South 00°09'59" East, 460.00 feet along the West line of said Section 7; thence South 63°00'00" East to the water of Lake Eustis, thence Northerly and Easterly along and with the said waters of Lake Eustis to the aforementioned Point "A" for point of terminus.

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

FIRST REVISED SHEET NO. 4.0  
CANCELS ORIGINAL SHEET NO. 4.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Shangri-La-by-the-Lake	General Service	16.0
Lake	Shangri-La-by-the-Lake	Residential Service	17.0
Lake	Eagle Point	General Service	16.0
Lake	Eagle Point	Residential Service	17.0

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

FIRST REVISED SHEET NO. 3.0  
CANCELS ORIGINAL SHEET NO. 3.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 494-S

COUNTY -LAKE

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-0062-FOF-SU	1/12/96	940653-WS	Original Certificate
PSC-05-			Territory Extension

(Continued to Sheet No. 3.1)

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in Section 6, Township 19 South, Range 26 East, Lake County, Florida:

Begin for a point of Beginning at the Southwest corner of Section 6, Township 19 South, Range 26 East, Lake County, Florida, also described as the Southwest corner of Government Lot 9 of said Section 6, run thence North 0° 28' 58" East a distance of 1285.90 feet to the Northwest corner of said Government Lot 9, run thence North 89° 59' 40" East a distance of 2711.55 feet, more or less, to the waters of Lake Eustis to a point hereby designated as Point "A"; begin again at the point of beginning and run East along the South line of said Section 6 a distance of 1363.00 feet, run thence North 100.00 feet, run thence East 450 feet, more or less, to the waters of Lake Eustis, run thence in a Northeasterly direction along the waters of Lake Eustis, to the aforesaid Point "A" and point of termination.

Also, the South 685 feet of the East 380 feet of the Southeast ¼ of the Southeast ¼ of Section 1, Township 19 South, Range 25 East. Less the East 50 feet and less the South 25 feet thereof.

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WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

FIRST REVISED SHEET NO. 4.0  
CANCELS ORIGINAL SHEET NO. 4.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Rate Development Name</u>	<u>Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Shangri-La-by-the-Lake	General Service	16.0
Lake	Shangri-La-by-the-Lake	Residential Service	17.0
Lake	Eagle Point	General Service	16.0
Lake	Eagle Point	Residential Service	17.0

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE



**EXHIBIT "I"**

**AFFIDAVIT OF CURRENT ANNUAL REPORT AND TARIFFS**

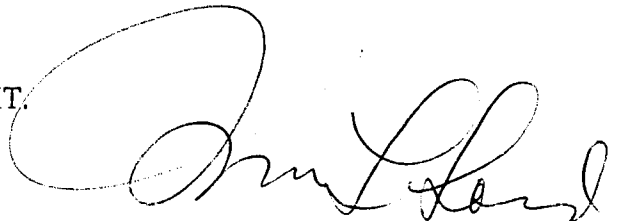
AFFIDAVIT

STATE OF FLORIDA

COUNTY OF SEMINOLE

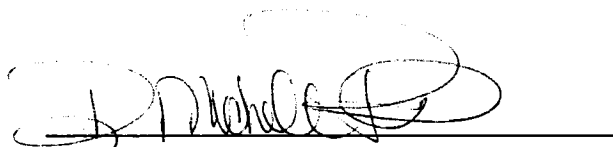
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared VALERIE L. LORD, ESQUIRE, who, after being duly sworn on oath, did depose on oath and say that she is one of the attorneys for SHANGRI-LA-BY-THE-LAKE UTILITIES, INC., that SHANGRI-LA-BY-THE-LAKE UTILITIES, INC. has a Tariff on file with the Public Service Commission; and that on August 22, 2005, she verified on the Public Service Commission's website that SHANGRI-LA-BY-THE-LAKE UTILITIES, INC. has a current Annual Report on file.

FURTHER AFFIANT SAYETH NAUGHT.



VALERIE L. LORD

Sworn to and subscribed before me this 21<sup>st</sup> day of September, by VALERIE L. LORD who is personally known to me.



PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



D. Michele Parks  
MY COMMISSION # DD152693 EXPIRES  
September 24, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.


EXHIBIT "I"

AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TRINA COLLINS, who, after being duly sworn on oath, did depose on oath and say that she is the secretary to Martin S. Friedman, attorney for SHANGRI-LA-BY-THE-LAKE UTILITIES, INC., and that on September 21, 2005, she did send by regular U.S. mail, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
TRINA COLLINS

Sworn to and subscribed before me this 21<sup>ST</sup> day of September, 2005, by Trina Collins, who is personally known to me.



D. Michele Parks  
MY COMMISSION # DD152693 EXPIRES  
September 24, 2006  
BONDED THRU TROY FAIN INSURANCE, INC


  
\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "J"

NOTICE OF APPLICATION FOR AMENDMENT TO  
WATER AND WASTEWATER CERTIFICATES

Notice is hereby given on the 21<sup>st</sup> day of September, 2005, pursuant to Section 367.045, Florida Statutes, and Section 25-30.030, Florida Administrative Code, of the Application of Shangri-La By The Lake Utilities, Inc., 100 Shangri-La Blvd., Leesburg, Florida 34788 of its intent to apply to the Florida Public Service Commission to extend its service area to provide water and wastewater service to the property described below in Lake County, Florida:

THAT PORTION OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST AND THAT PORTION OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 26 EAST, ALL IN LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 7 RUN THENCE EAST 1363 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 6; THENCE NORTH, 100.00 FEET; THENCE EAST 450 FEET, MORE OR LESS, TO THE WATERS OF LAKE EUSTIS AND A POINT HEREBY DESIGNATED AS POINT "A". THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 00°09'59" EAST, 460.00 FEET ALONG THE WEST LINE OF SAID SECTION 7; THENCE SOUTH 63°00'00" EAST TO THE WATERS OF LAKE EUSTIS, THENCE NORTHERLY AND EASTERLY ALONG AND WITH THE SAID WATERS OF LAKE EUSTIS TO THE AFOREMENTIONED POINT "A" FOR POINT OF TERMINUS.

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 600 S. North Lake Boulevard, Suite 160, Altamonte Springs, Florida 32701, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

Shangri-La By The Lake Utilities, Inc.

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
09/20/2005 - 11/18/2005**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LAKE COUNTY</u>	
AQUASOURCE UTILITY, INC. D/B/A AQUA UTILITIES FLORIDA, INC (WS822) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
BRENDENWOOD WATER SYSTEM, INC. (WU020) 3153 PENWA COURT LONGWOOD, FL 32779-3109	DEBORAH J. MILLER (352) 383-7908
CENTURY ESTATES UTILITIES, INC. (WU725) P. O. BOX 1234 APOPKA, FL 32704-1234	JOSEPH LINARTAS (352) 787-0732
CRYSTAL RIVER UTILITIES, INC. D/B/A AQUA UTILITIES FLORIDA (WU766) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
CWS COMMUNITIES LP (WU839) 14 CORAL STREET EUSTIS, FL 32726-6710	HOLLY SIMPSON (352) 589-1190
FLORIDA WATER SERVICES CORPORATION (WS227) P. O. BOX 609520 ORLANDO, FL 32860-9520	CARLYN KOWALSKY (407) 598-4297
HARBOR HILLS UTILITIES, L.P. (WU727) 6538 LAKE GRIFFIN ROAD LADY LAKE, FL 32159-2900	M. HUEY (352) 753-7000
HIDDEN VALLEY SPE LLC D/B/A ORANGE LAKE (WS892) 1910 LAKE EUSTIS DRIVE EUSTIS, FL 32726-2629	GARY MORSE (352) 357-1636
LAKE UTILITY COMPANY (WS619) 25201 U.S. HIGHWAY 27 LEESBURG, FL 34748-9099	EARL THIELE (352) 326-4170
LAKE UTILITY SERVICES, INC. (WU553) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919
LAKE UTILITY SERVICES, INC. (WS641) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
09/20/2005 - 11/18/2005**

UTILITY NAME

MANAGER

LAKE COUNTY

LAKE YALE TREATMENT ASSOCIATES, INC. (WS823)  
38141 MAYWOOD BAY DRIVE  
LEESBURG, FL 34788-8134

DANNY ELLIS  
(352) 589-9214

OAK SPRINGS, LLC (WU875)  
12 HIGHLAND STREET  
SORENTO, FL 32776-9620

MICHAEL CAMPBELL  
(321) 837-0565

PINE HARBOUR WATER UTILITIES (WU635)  
P. O. BOX 447  
FRUITLAND PARK, FL 34731-0477

JIM C. BRANHAM  
(352) 787-2944

RAIN TREE UTILITIES, INC. (WU663)  
2100 LAKE EUSTIS DRIVE  
TAVARES, FL 32778-2064

KEITH J. SHAMROCK  
(352) 343-6677

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)  
1214 WEST IL ROUTE 72  
LEAF RIVER, IL 61047-9614

MERTIS L. WERNER  
(616) 887-8888

SOUTHLAKE UTILITIES, INC. (WS638)  
2215 RIVER BLVD.  
JACKSONVILLE, FL 32204-4647

WILLIAM J. DEAS  
(904) 387-9292

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY (WS755)  
THE AMERICAN CENTER  
27777 FRANKLIN ROAD, SUITE 200  
SOUTHFIELD, MI 48034-8205

JIM HOEKSTRA  
(248) 208-2554

UTILITIES, INC. OF PENNBROOKE (WS861)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN  
(407) 869-1919

W.B.B. UTILITIES, INC. (WU639)  
4116 BAIR AVENUE  
FRUITLAND PARK, FL 34731-5616

RICHARD E. BAJR  
(352) 787-4347

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
09/20/2005 - 11/18/2005**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

ADMINISTRATOR, CITY OF UMATILLA  
P. O. BOX 2286  
UMATILLA, FL 32784-2286

CLERK, BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY  
P. O. BOX 7800  
TAVARES, FL 32778-7800

DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT  
3804 COCONUT PALM DRIVE  
TAMPA, FL 33618-8318

EAST CENTRAL FLORIDA PLANNING COUNCIL  
631 NORTH WYMORE ROAD, SUITE 100  
MAITLAND, FL 32751

MAYOR, CITY OF CLERMONT  
P. O. BOX 120219  
CLERMONT, FL 32712-0219

MAYOR, CITY OF EUSTIS  
P. O. DRAWER 68  
EUSTIS, FL 32727-0068

MAYOR, CITY OF FRUITLAND PARK  
506 WEST BERCKMAN STREET  
FRUITLAND PARK, FL 34731-3200

MAYOR, CITY OF GROVELAND  
156 SOUTH LAKE AVENUE  
GROVELAND, FL 34736-2597

MAYOR, CITY OF LEESBURG  
P. O. BOX 490630  
LEESBURG, FL 32749-0630

MAYOR, CITY OF MASCOTTE  
P. O. BOX 56  
MASCOTTE, FL 34753-0056

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
09/20/2005 - 11/18/2005**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF MINNEOLA  
P. O. BOX 678  
MINNEOLA, FL 34755-0678

MAYOR, CITY OF MOUNT DORA  
P. O. BOX 176  
MOUNT DORA, FL 32756-0176

MAYOR, CITY OF TAVARES  
P. O. BOX 1068  
TAVARES, FL 32778-1068

MAYOR, TOWN OF ASTATULA  
P. O. BOX 609  
ASTATULA, FL 34705-0609

MAYOR, TOWN OF HOWEY-IN-THE-HILLS  
P. O. BOX 67  
HOWEY-IN-THE-HILLS, FL 34737-0067

MAYOR, TOWN OF LADY LAKE  
409 FENNELL BLVD.  
LADY LAKE, FL 32159-3159

MAYOR, TOWN OF MONTVERDE  
P. O. BOX 560008  
MONTVERDE, FL 34729-0008

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



**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
09/20/2005 - 11/18/2005**

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

**EXHIBIT "K"**

**AFFIDAVIT OF MAILING NOTICE TO PROPERTY OWNERS**

**(To be late filed)**

**EXHIBIT "L"**

**AFFIDAVIT OF PUBLISHING NOTICE IN NEWSPAPER**

**(To be late filed)**

EXHIBIT "H"

REVISED TARIFF SHEETS

FIRST REVISED SHEET NO. 3.0  
CANCELS ORIGINAL SHEET NO. 3.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 567-W

COUNTY -LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-0062-FOF-SU	1/12/96	940653-WS	Original Certificate
PSC-05-			Territory Extension

(Continued to Sheet No. 3.1)

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in Section 6, Township 19 South, Range 26 East, Lake County, Florida:

Begin for a point of Beginning at the Southwest corner of Section 6, Township 19 South, Range 26 East, Lake County, Florida, also described as the Southwest corner of Government Lot 9 of said Section 6, run thence North 0° 28' 58" East a distance of 1285.90 feet to the Northwest corner of said Government Lot 9, run thence North 89° 59' 40" East a distance of 2711.55 feet, more or less, to the waters of Lake Eustis to a point hereby designated as Point "A"; begin again at the point of beginning and run East along the South line of said Section 6 a distance of 1363.00 feet, run thence North 100.00 feet, run thence East 450 feet, more or less, to the waters of Lake Eustis, run thence in a Northeasterly direction along the waters of Lake Eustis, to the aforesaid Point "A" and point of termination.

Also, the South 685 feet of the East 380 feet of the Southeast ¼ of the Southeast ¼ of Section 1, Township 19 South, Range 25 East. Less the East 50 feet and less the South 25 feet thereof.

That portion of Section 6, Township 19 South, Range 26 East, and that portion of section 7, Township 19 South, Range 26 East, all in Lake County, Florida bounded and described as follows:

Beginning at the Southwest corner of said Section 6, said corner also being the Northwest corner of said Section 7, run thence East 1363 feet to a point on the South line of said Section 6; thence North 100.00 feet; thence East 450 feet, more or less, to the waters of Lake Eustis and a point hereby designated as Point "A", thence return to the Point of Beginning and run South 00°09'59" East, 460.00 feet along the West line of said Section 7; thence South 63°00'00" East to the water of Lake Eustis, thence Northerly and Easterly along and with the said waters of Lake Eustis to the aforementioned Point "A" for point of terminus.

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

FIRST REVISED SHEET NO. 4.0  
CANCELS ORIGINAL SHEET NO. 4.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Shangri-La-by-the-Lake	General Service	16.0
Lake	Shangri-La-by-the-Lake	Residential Service	17.0
Lake	Eagle Point	General Service	16.0
Lake	Eagle Point	Residential Service	17.0

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE

FIRST REVISED SHEET NO. 3.0  
CANCELS ORIGINAL SHEET NO. 3.0

NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 494-S

COUNTY -LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-0062-FOF-SU	1/12/96	940653-WS	Original Certificate
PSC-05-			Territory Extension

(Continued to Sheet No. 3.1)

WILLIAM WERNER  
ISSUING OFFICER

PRESIDENT  
TITLE



NAME OF COMPANY SHANGRI-LA-BY-THE-LAKE UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

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WILLIAM WERNER  
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FIRST REVISED SHEET NO. 4.0  
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WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Rate Development Name</u>	<u>Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Shangri-La-by-the-Lake	General Service	16.0
Lake	Shangri-La-by-the-Lake	Residential Service	17.0
Lake	Eagle Point	General Service	16.0
Lake	Eagle Point	Residential Service	17.0

WILLIAM WERNER  
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PRESIDENT  
TITLE