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REPLY TO CENTRAL FLORIDA OFFICE

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

November 16, 2005

HAND DELIVERY

RECEIVED FPSC
05 NOV 16 AM 10:46
COMMISSION
CLERK

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

RE: Docket No. 050875-WS; Shangri-La-By-The-Lake Utilities, Inc.'s Application for
Amendment of Certificates of Authorization (Fleck)
Our File No.: 28093.06

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.

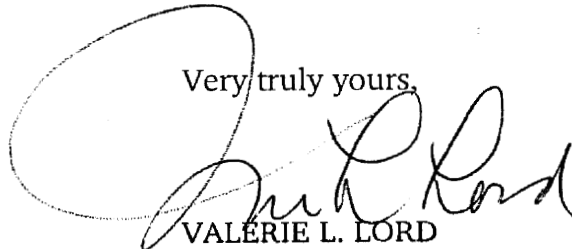
Should you have any questions regarding this filing, please do not hesitate to give me
a call.

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

Initials of person who forwarded check:

LM

Very truly yours,



VALERIE L. LORD
For the Firm

VLL/mp
Enclosures

*Original MAP + Tariffs forwarded
to ECR.*

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

DOCUMENT NUMBER-DATE
11006 NOV 16 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. 050875-WS

APPLICATION FOR AMENDMENT OF
CERTIFICATE 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 certificated water and wastewater service areas to include certain land in Lake County, Florida, as described in this Application ("New Service Areas"), 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
11006 NOV 16 88
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, Esq.
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
(407)830-6331
(407)830-8522 fax
mfriedman@rsbattorneys.com
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 Areas described below. The Applicant and Fleck Holdings 3 LLC ("Developer") have entered into a Developer Agreement for the provision of water service to the new residential development to be called "Harbor Shores" and water and wastewater service to a new residential development to be called "Insim Estates". On completion, Harbor Shores will consist of 80 detached single family homes which will receive water service only. On completion, Insim Estates will consist of four detached single family homes, which will receive water and wastewater service. A true and correct copy of the Developer Agreement are attached hereto as Exhibit "A". A signed copy will be provided to the Commission once it has been completed.

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 service to Harbor Shores and water and wastewater service to Insim Estates 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 Areas that the Applicant proposes to serve, using township, range and section references, is attached as Exhibit "E".

(f) The Applicant does not have a subdivision layout or utility plans at this time. It will provide copies of such plans when they are available.

(g) The Applicant will not need to expand its water or wastewater treatment plants to serve either Harbor Shores or Insim Estates. 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 Areas, showing township, range and section, is attached as Exhibit "F".

(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 developments in the New Service Areas.

(l) Pursuant to the Development Agreement, the Developer will absorb all of the costs of connecting the facilities in the New Service Areas to the Applicant's existing water and wastewater systems. As a consequence, there will not be any impact on the Applicant's capital structure.

(m) The Applicant proposes to provide water service only to 80 new water customers, consisting of 80 single family homes, and water and wastewater service to four 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 "G" 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 "H" 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. Late Filed Exhibit "I" will be filed with the Commission. It 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. Late filed Exhibit "J" will be filed with the Commission. It 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 Areas.

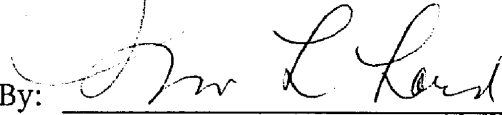
8. Late Filed Exhibit "K" will be filed with the Commission. It is an Affidavit that notice of the Application was published once a week in a newspaper of general circulation

in the territory in accordance with Rule 25-30.030, Florida Administrative Code.

9. The New Service Area will serve 84 new water ERCs and 4 new wastewater ERCs. Therefore the appropriate filing fee is \$200.00 (\$100.00 for water and \$100.00 for wastewater).

Respectfully submitted on this 15th day of
November, 2005, by:

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

By: 

MARTIN S. FRIEDMAN
VALERIE L. LORD
For the Firm

EXHIBIT "A"

DEVELOPER AGREEMENT

THIS INSTRUMENT PREPARED BY:
Valerie L. Lord, Esquire
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779

Parcel I.D. No. _____

HARBOR SHORES/INSIM ESTATES
NAMES OF PROJECTS

AMENDED AND RESTATED DEVELOPER AGREEMENT

THIS AMENDED AND RESTATED DEVELOPER AGREEMENT ("Amended Agreement") is made and entered into this ___ day of November 2005, by and between FLECK HOLDINGS 3 LLC, a Florida limited liability company ("Developer"), and SHANGRI-LA BY THE LAKE UTILITIES, INC., a Florida corporation ("Service Company").

- A. 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 (the "Property").
- B. Developer plans to develop the Property by constructing thereon up to 80 single family home sites in a development to be called "Harbor Shores", and four single family homes in a development to be called "Insim Estates".
- C. On May 24, 2005, Developer and Service Company entered into an agreement pursuant to which, among other matters, Developer requested from Service Company, and Service Company agreed to provide, potable water service for up to 100 mobile home sites in Harbor Shores ("Original Agreement").
- D. On August ___, 2005, Developer and Service Company entered into an addendum to the Original Agreement to provide for water and wastewater service for four single family home sites in Insim Estates ("Addendum").
- E. Developer and Service Company wish to amend the Original Agreement to provide for water service to 80 single family home sites, instead of 100 mobile home sites, in Harbor Shores, and to consolidate the terms and conditions of the Original Agreement and the Addendum into one agreement.

- F. Neither development is within Service Company's service area as approved by the Florida Public Service Commission ("PSC).
- G. Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, Water Service to Harbor Shores, and water and wastewater service to Insim Estates, and thereafter operate applicable facilities so that the occupants of Harbor Shores will receive adequate water service and the occupants of Insim Estates will receive water and wastewater service from Service Company.
- H. Developer has made 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 the Original Agreement to cover engineering, administrative and legal expenses incurred by Service Company in execution or performance of this Amended Agreement.

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

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

(a) "Consumer Installation" means all facilities ordinarily on the Consumer's side of the relevant Point of Delivery.

(b) "Contribution-in-aid-of-Construction (CIAC)" means the sum of money and/or the value of property represented by the cost of the Water Systems and Wastewater 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 water service to Harbor Shores and water and wastewater service to Insim Estates.

(c) "Equivalent Residential Connection (ERC)" means the 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 350 gallons per day (gpd) for water service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 gpd for water service.

(d) "On-Site Wastewater System" means the on-site wastewater collection system

to be constructed pursuant to this Amended Agreement by Developer within Insim Estates, including but not limited to all pipes, valves, facilities and equipment, constructed within the boundaries of Insim Estates adequate in size to provide each building within Insim Estates with wastewater service.

(e) “Off-Site Wastewater System” means the off-site wastewater collection system to be constructed pursuant to this Amended Agreement by Developer within Insim Estates, including but not limited to all collection lines, facilities, and equipment located outside the boundaries of Insim Estates and constructed for the purpose of connecting On-Site Wastewater System to Service Company's existing wastewater collection system at the wastewater Delivery Point, or as determined by Service Company.

(f) “On-Site Water System” means the on-site water distribution system to be constructed pursuant to this Amended Agreement by Developer within Harbor Shores and Insim Estates, including but not limited to all pipes, valves, facilities and equipment, constructed within the boundaries of Harbor Shores and Insim Estates adequate in size to provide each building within Harbor Shores and Insim Estates with water service.

(g) “Off-Site Water System” means the off-site water distribution system to be constructed pursuant to this Amended Agreement by Developer within Harbor Shores and Insim Estates, including but not limited to all distribution lines, facilities, and equipment located outside the boundaries of Harbor Shores and Insim Estates and constructed for the purpose of connecting the On-Site Water System to Service Company's existing water distribution system at the Points of Delivery, or as determined by Service Company.

(h) “Points of Delivery” means, for water service, point of the outflow at the water meter, and, for wastewater service, the point where the Water and Wastewater Systems physically connect with Developer's existing water and wastewater systems at a point designated by Developer.

(i) “Service” means the readiness and ability on the part of Service Company to furnish and maintain water service to the Water Point of Delivery and wastewater service to the Wastewater Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

(j) “Wastewater System” means the On-Site Wastewater System and the Off-Site Wastewater Systems.

(k) “Water System” means the On-Site Water System and the Off-Site Water Systems.

3.0 Assurance of Title. Within a period of forty-five (45) days after the execution of this Amended 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 Amended 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, and its legal, engineering and administrative expenses in preparing and implementing this Amended Agreement.

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 and Off-Site Water Systems and the On-Site and Off-Site Wastewater Systems.

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. The plans shall show the Water and Wastewater Systems proposed to be installed by Developer pursuant to this Amended Agreement. Developer shall cause its engineer to submit to Service Company's engineer the 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 and Developer's engineer of record, shall set up a preconstruction conference with Service Company and Service Company's engineer of record, any utility contractor, appropriate building official(s), all other utility companies involved in the development of Harbor Shores and Insim Estates.

5.3 Developer shall provide to Service Company's inspector at least 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 Systems and the On-Site and Off-Site Wastewater Systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site and off-site water distribution 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 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. Developer's 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 Developer's engineer of record.

5.6 By these presents, Developer, without further consideration, hereby transfers to Service Company, title to the Water and Wastewater 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, the Water and Wastewater Systems as constructed by Developer and approved by Service Company.
- (b) Provide Service Company with copies of invoices from the 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 Service Company which Developer obtains from any contractor constructing such Water and Wastewater Systems. Developer hereby warrants and guarantees for one year from the date of transfer that the Water and Wastewater Systems are 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 Water

and Wastewater Systems and assuring that work has been fully paid for such water distribution systems installed by Developer by reason of work performed or services rendered in connection with the installation of the Water and Wastewater 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 Water and Wastewater 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 the Water and Wastewater Systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the Water and Wastewater Systems, their inspection, and the other terms of this Amended Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the Water and Wastewater Systems to the central facilities of Service Company in accordance with the terms and intent of this Amended 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 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 Amended Agreement, including rules and regulations and rate schedules, Service to Harbor Shores and Insim Estates 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 Harbor Shores or Insim Estates, 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 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 Amended 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 Service to Harbor Shores or Insim Estates during the period of time Service Company, its successors and assigns, provide Service to Harbor Shores and Insim Estates, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Amended Agreement, Service Company shall have the sole and exclusive right and privilege to provide Service to Harbor Shores and Insim Estates 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 Service shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Amended 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 in Harbor Shores and Insim Estates 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 Service to Harbor Shores and Insim Estates. 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 Service provided to Harbor Shores and Insim Estates by Service Company.

10.0 Binding Effect of Agreement. This Amended 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:

Fleck Holdings 3 LLC
10820 Wonder Lane
Windermere, Florida 34786
Attention: Richard Fleck, Managing Member

and if to 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 Amended 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 that Service Company or Developer is required to enforce this Amended 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 performance of this Amended Agreement by either party 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 (save and except for the payment of money), 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 Amended Agreement. This indemnification provision shall survive the actual connection to Service Company's water and wastewater systems.

16.0 Miscellaneous Provisions.

(a) 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.

(b) This Amended 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 Amended Agreement shall be valid, nor can provisions of this Amended Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and

duly signed by the party to be charged.

(c) Whenever the singular number is used in this Amended 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.

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

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

(f) Failure to insist upon strict compliance of any of the terms, covenants, or conditions of this Amended Agreement 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.

(g) Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Service to Harbor Shores and Insim Estates, as provided herein. 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 interests in Harbor Shores and Insim Estates, such approval not to be unreasonably withheld. Moreover, Developer agrees that this Amended 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 provision of Service to Harbor Shores and Insim Estates.

(h) 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 Amended Agreement.

(i) 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 Amended 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. 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 Amended 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:

SHANGRI-LA BY THE LAKE UTILITIES,
INC.

Signature

Printed Name

By:

Jay E. Werner, Secretary-Treasurer

Signature

Printed Name

WITNESSES:

FLECK HOLDINGS 3, LLC

Signature

Printed Name

By:

Richard Fleck, Managing Member

Signature

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of November, 2005, by JAY E. WERNER, as Secretary-Treasurer 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.

Print Name
Notary Public
State of _____
My Commission Expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of November, 2005, by RICHARD FLECK, as Managing Member of Fleck Holdings 3, LLC, a Florida limited liability corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Print Name
Notary Public
State of _____
My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

PARCEL 1: HARBOR SHORES

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 THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 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 NORTH LINE OF AFORESAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN N89°26'52"E PARALLEL WITH SAID NORTH LINE, 792.00 FEET; THENCE RUN N00°04'08"W PARALLEL WITH THE WEST LINE OF AFORESAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 300.00 FEET TO A POINT 759.00 EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN N89°26'52"E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 594.20 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: INSIM ESTATES

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 THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2 OF SECTION 6, 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 AFORESAID SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2; THENCE RUN N89°26'52"E ALONG SAID LINE 100 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2, 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 THE NORTH 1/4 OF THE SOUTH 1/2; THENCE RUN S89°26'52"W ALONG THE SOUTH LINE, 790 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT "B"
FINANCIAL STATEMENTS

FINANCIAL SECTION

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Shangri-La By The Lake Utilities, Inc.

1214 W. IL Route 72 Leaf River, IL 61047 <small>Mailing Address</small>	(EXACT NAME OF UTILITY) 100 Shangri-La Blvd. Leesburg, FL 34788 Lake <small>Street Address County</small>
---	---

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. d/b/a
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: <u>Biggs + BHT + D</u>	<u>CPA firm</u>	<u>356 E. Main St, P.O. Box 60</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)

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

YEAR OF REPORT
DECEMBER 31, 2004

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>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>
Liabilities and Capital:			
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>(319,387)</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 _____	<u>1</u>	<u>n/a</u>
Shares authorized _____	<u>500</u>	_____
Shares issued and outstanding _____	<u>100</u>	_____
Total par value of stock issued _____	<u>100</u>	_____
Dividends declared per share for year _____	<u>0</u>	_____

RETAINED EARNINGS (215)

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

PROPRIETARY CAPITAL (218)

	Proprietor Or Partner	Partner
Balance first of year _____	<u>\$ n/a</u>	\$ _____
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	
<u>note payable</u>	<u>6.00%</u>	<u>360</u>	<u>\$ 319,387</u>
Total _____			<u>\$ 319,387</u>

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

YEAR OF REPORT
DECEMBER 31, 2004

TAX EXPENSE

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax _____	\$ _____	\$ _____	\$ _____	\$ _____
State income Tax _____	_____	_____	_____	_____
Taxes Other Than Income:				
State ad valorem tax _____	_____	_____	_____	_____
Local property tax _____	_____	_____	_____	_____
Regulatory assessment fee _____	1,246 44	1,246	_____	2492
Other (Specify) _____	_____	_____	_____	_____
<u>PIR Taxes</u>	125	251	_____	376
Total Tax Expense _____	\$ 1,371	\$ 1,497	\$ _____	\$ 2,868

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similiar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
General Utility Corp	\$ 4697	\$ 5536513	operator Management
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

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>nla</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>100.00</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 30th, 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. Aparta. Fla. 34945.

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, its 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 an 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 Dr, Apt 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

Mertis L. Werner
Print: SECRETARY

Mertis L. Werner
Secretary

TENANT:

SHANGRI-LA BY THE LAKE
UTILITIES, INC.

William F. Werner
Print: Pres

BY: William F. Werner
Pres

Mertis L. Werner
Print: SECRETARY

Mertis L. Werner
Secretary

STATE OF MI.
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 1st
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. Svoboda
NOTARY PUBLIC

Suzanne E. Svoboda
(Please Print)

My commission expires: 12-6-94

STATE OF MI.
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 1st
day of July, 1993 by Mertis 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. Svoboda
NOTARY PUBLIC

Suzanne E. Svoboda

My commission expires: 12-6-94

(LEASE1)

EXHIBIT "A"

SEWER PLANT MORE FULLY DESCRIBED AS FOLLOWS:

THE SOUTH 685.00 FEET OF THE EAST 380.00 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 58.00 FEET; THENCE S00°28'58"W, A DISTANCE OF 136.00 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 (Foliar Number)

92 55368

Grantor's S.S. #11:

WARRANTY DEED
FROM CORPORATIONS

REC-2.00 RECEIVED FOR

IF 2.00 EXCISE TAXES

DOC-256.00 JAMES C. WATKINS

INT-7 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 a corporation existing under the laws of STATE OF FLORIDA 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, convey, 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 with 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 thereto duly authorized, the day and year first above written

ATTEST:
CORPORATE SEAL
Signed, sealed and delivered in the presence of
Judith Hooks, 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 of Florida and in the County above said to take acknowledgments, personally appeared W. E. GOLDEN, who is personally known to me and who did not take an oath, President and respect of SHANGRI-LA BY THE LAKE, INC.

and that they severally do acknowledge executing the same in the presence of me acting as a witness freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true and proper seal of said corporation
WITNESSED my hand and official seal in the County and State last above said this 7th day of October A.D. 1992

Andrea K Roberts
Andrea K Roberts

My Comm. Exp. 10/31/93

RECORDED
LAKELAND COUNTY, FL.
Dec 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 380.00 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.

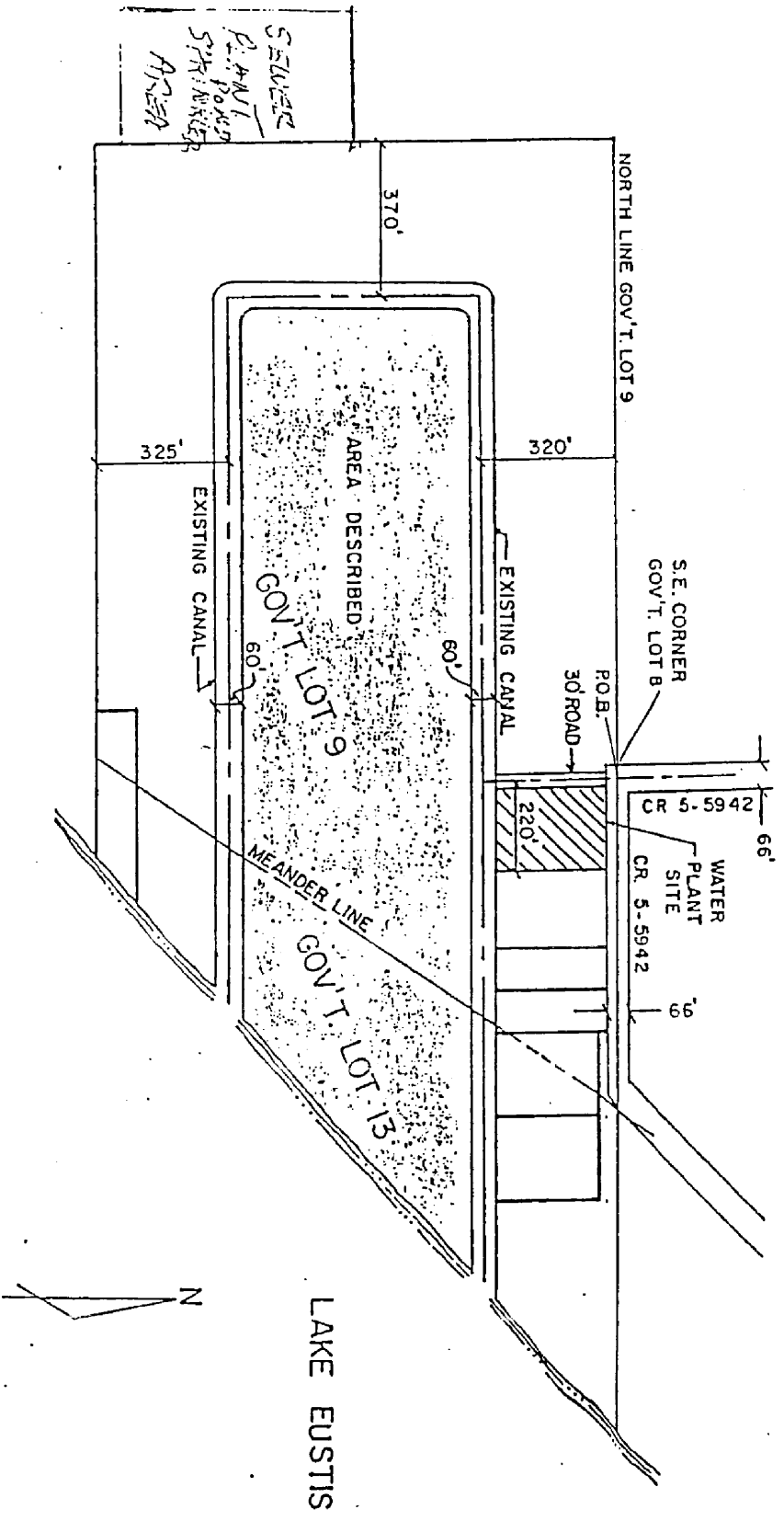
PARCEL 3.

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 RHD MCD 10/10 1

73 351B

496 REC 501

DOCS FORM 88 28

Rec 9.00
St 100.00
Sub 220.00

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

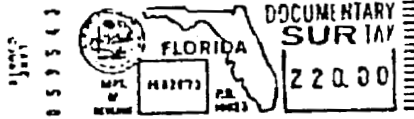
a corporation existing under the laws of Florida and having its principal place of business at 300 Douglas Avenue, Altamonte Springs, Florida 32701 hereinafter called the grantor, to
SHANGRI-LA BY THE LAKE, INC., a Florida corporation,
whose postoffice address is

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 viz:

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 tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining

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

And the grantor hereby covenants 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.

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

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 therunto duly authorized, the day and year first above written

ATTEST
BETTY K. PYLE, Secretary

ALLEN R. PYLE LANDCLEARING, INC.

Witness my hand and delivered in the presence of
Susan L. Davis

By ALLEN R. PYLE, President

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on the day before me an officer duly authorized to do so and County clerk in said county, ALLEN R. PYLE and BETTY H. PYLE,

all known to me to be the President and Secretary respectively of the corporation named or named in the foregoing deed, and that they severally acknowledged executing the same in the presence of me subscribing witnesses freely and voluntarily without duress, fraud, force, or any other unlawful means to the said corporation and of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid the 23rd day of February A D 1973



Susan L. Davis
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES: 12/31/76

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

NOTARY
J.R. II
2.23

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.

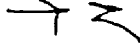
Lot 22, Official Record 418, Page 342, more particularly described as: From the SW corner of Government Lot 9, Section 6, Township 19, South, Range 26 East, run East along South line of said Government Lot for 50 feet, thence N. $00^{\circ}29'E.$ parallel to West line of said Government Lot 9 for 50 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,

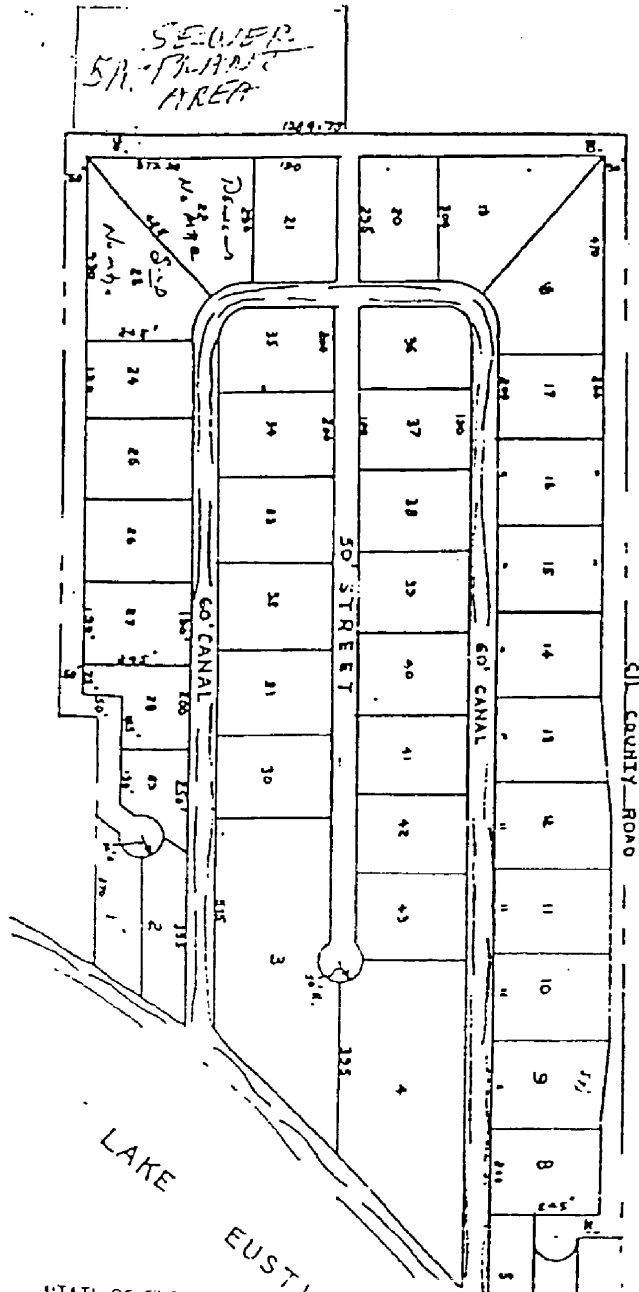
All in Lake County, Florida.

Plat 423 of 503

EXHIBIT "B"



SEWER
511-THRU-
AREA



A SUBDIVISION IN GOVT. LOTS 9 & 13 SECTION 6
TWP. 15S R2GE. LAKE CO. FLA.

SHANGRI - LA

CL. COUNTY ROAD

Granger-Robertson Development, Inc.

890 WHITE OAK DRIVE
ATLANTONITE SPRING, FLORIDA 32701
PHONE 838-7922

STATE OF FLORIDA, CLERK OF THE COURT
I HEREBY CERTIFY, that the above and
foregoing is a true copy of the original
filed in this office.
JAMES S. WATKINS, Clerk of the Court
Clerk of the County Court

Barbara Keadel
Deputy Clerk

Dated 4-7-93

SCALE 1"=300'



EXHIBIT "E"

DESCRIPTION OF AREA PROPOSED TO BE SERVED

PARCEL 1: HARBOR SHORES

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

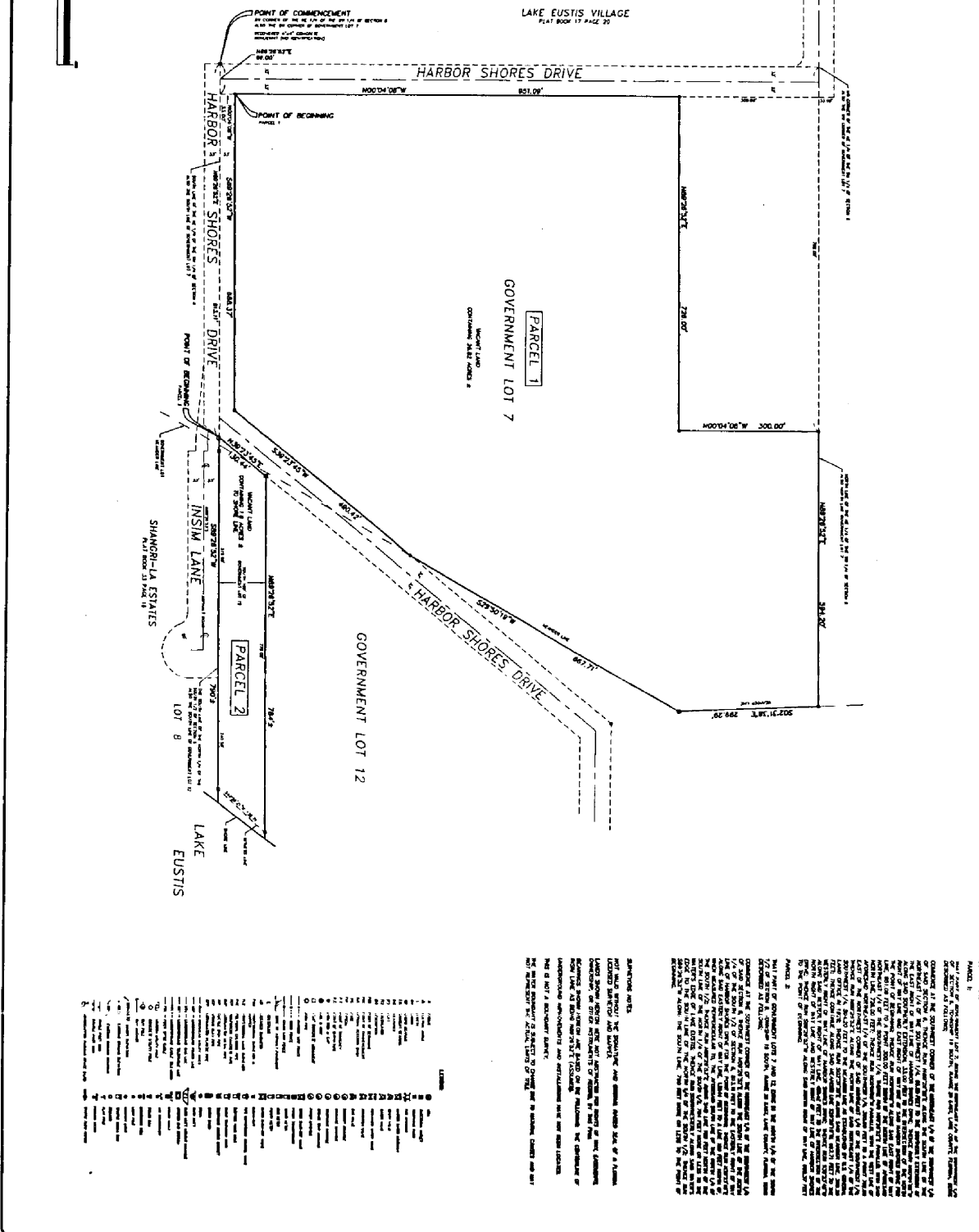
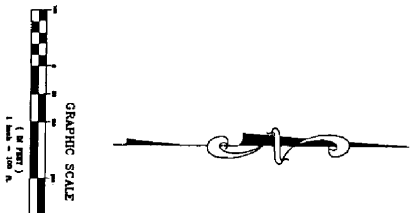
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PARCEL 2: INSIM ESTATES

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SKETCH OF DESCRIPTION



JOB NUMBER: 04051.004

REVISIONS:

SURVEY DATE:	8/20/08
FIELD BY:	A. BISHMAN
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	A4-04051-4.DWG

WE CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 61B17-8 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

BISHMAN
SURVEYING
AND
MAPPING, INC.

808 ELM FOREST DRIVE
CLERMONT, FL 34711
CERTIFICATE OF AUTHORIZATION
LB 7214
Phone No. 407.702.8127
Fax No. 352.241.5485
E-mail: bismac@bismac.net

SECTION	06
TOWNSHIP	19 SOUTH
RANGE	26 EAST
SHEET	1
OF	1

PARCEL 1
GOVERNMENT LOT 7

PARCEL 2
GOVERNMENT LOT 12

LOT 8
SHANGOR-LA ESTATES

LAKE EUSTIS

HARBOR SHORES DRIVE

HARBOR SHORES DRIVE

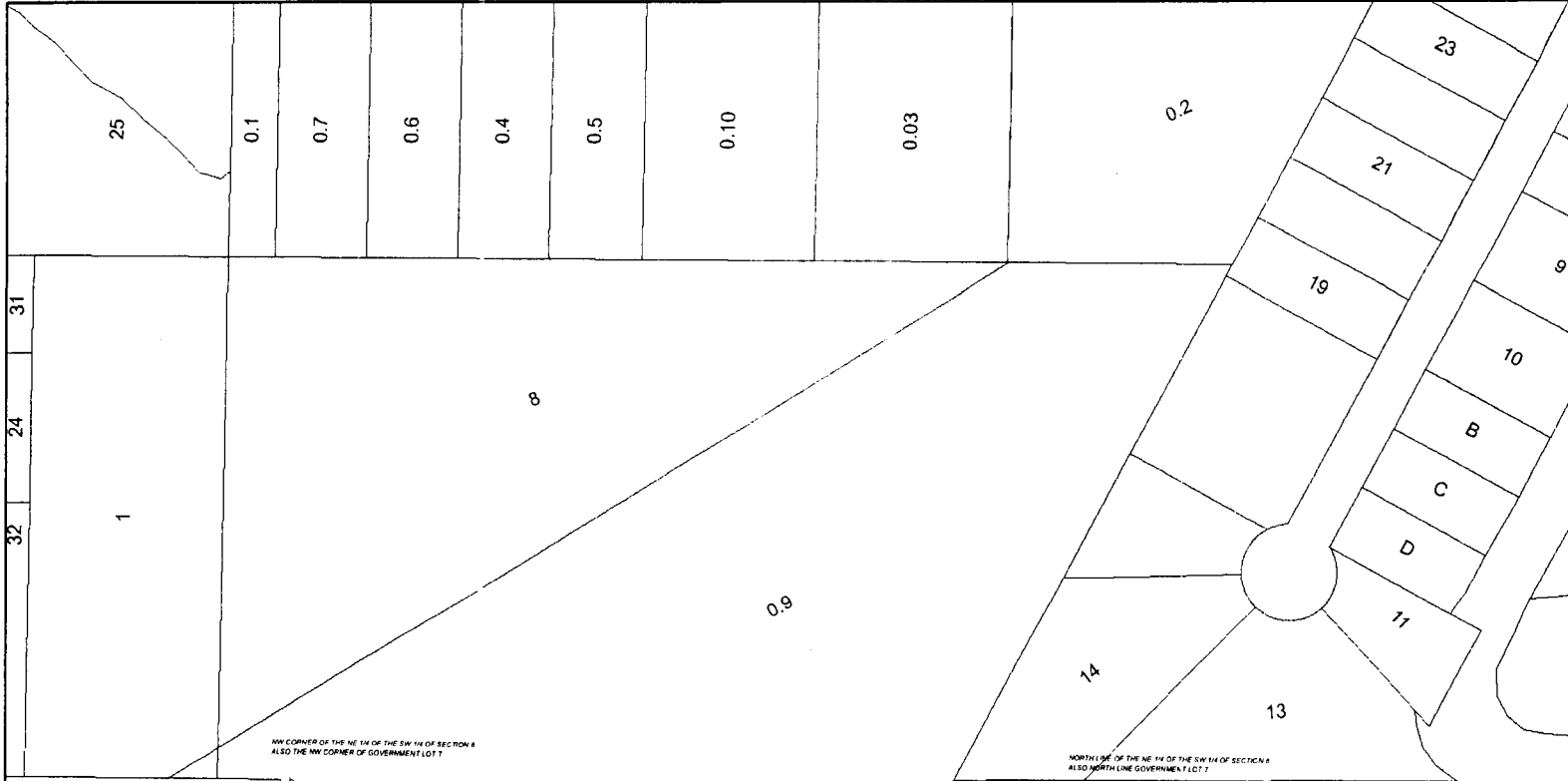
HARBOR SHORES DRIVE

INSIGN LANE

LAKE EUSTIS VILLAGE
PLAT BOOK 17 PAGE 22

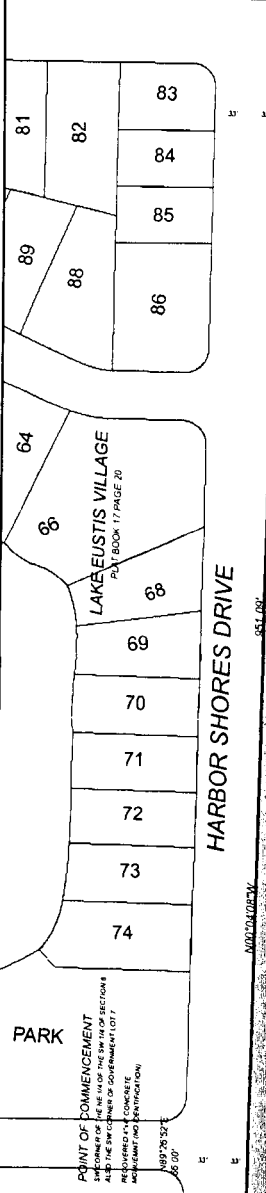
EXHIBIT "F"

MAP SHOWING EXISTING AND NEW SERVICE AREAS



NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 8
ALSO THE NW CORNER OF GOVERNMENT LOT 7

NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 8
ALSO NORTH LINE GOVERNMENT LOT 7

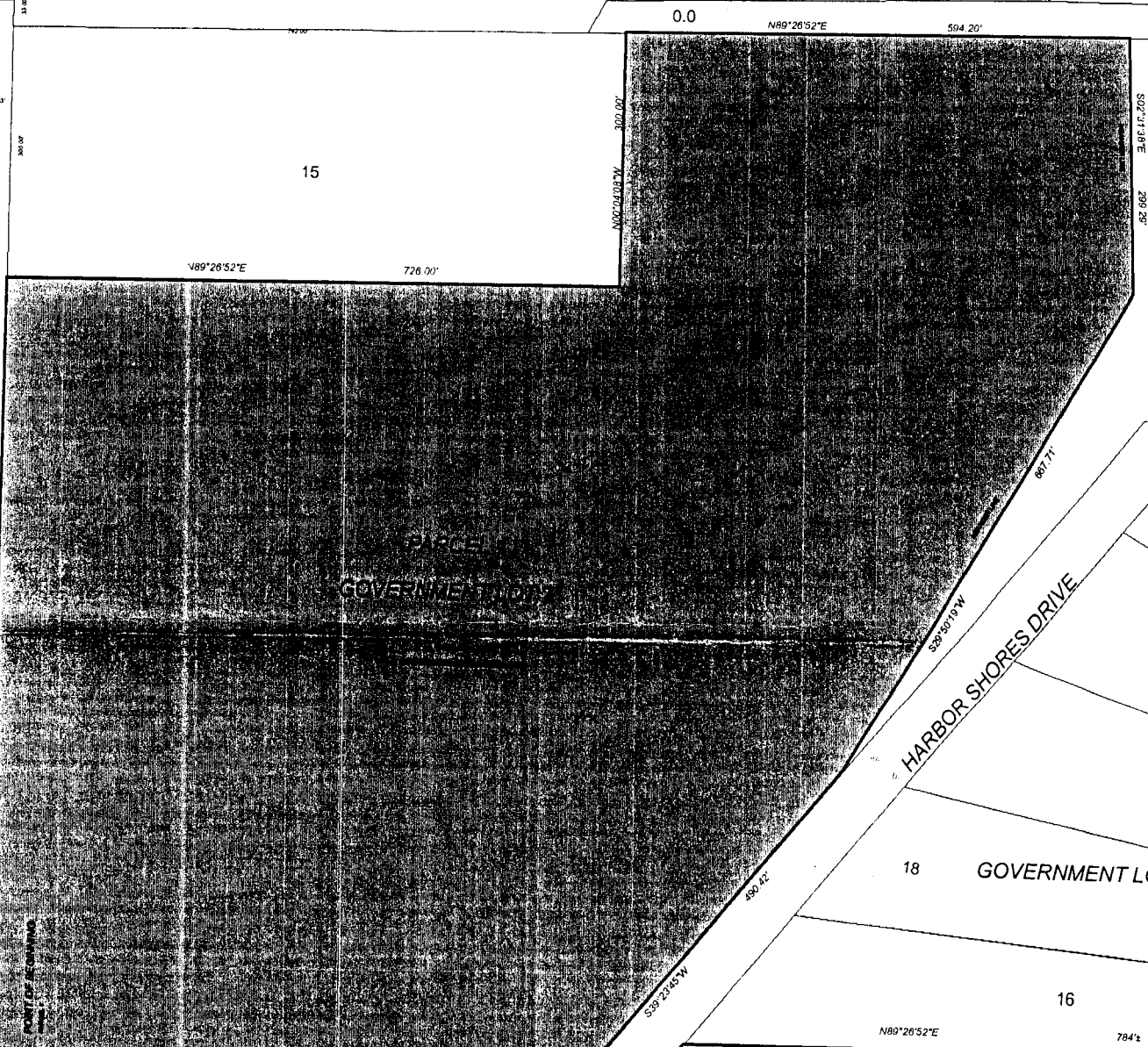


LAKEEUSTIS VILLAGE
PLAT BOOK 17 PAGE 20

HARBOR SHORES DRIVE

PARK

POINT OF COMMENCEMENT
PERSONAL COPY
ALSO THE SW CORNER OF GOVERNMENT LOT 7
PROCESSED IN CONCRETE
ADJUSTMENT AND IDENTIFICATION
N89°26'52"E
55.00'



15

N89°26'52"E

726.00'

N89°26'52"E
300.00'

N89°26'52"E

594.20'

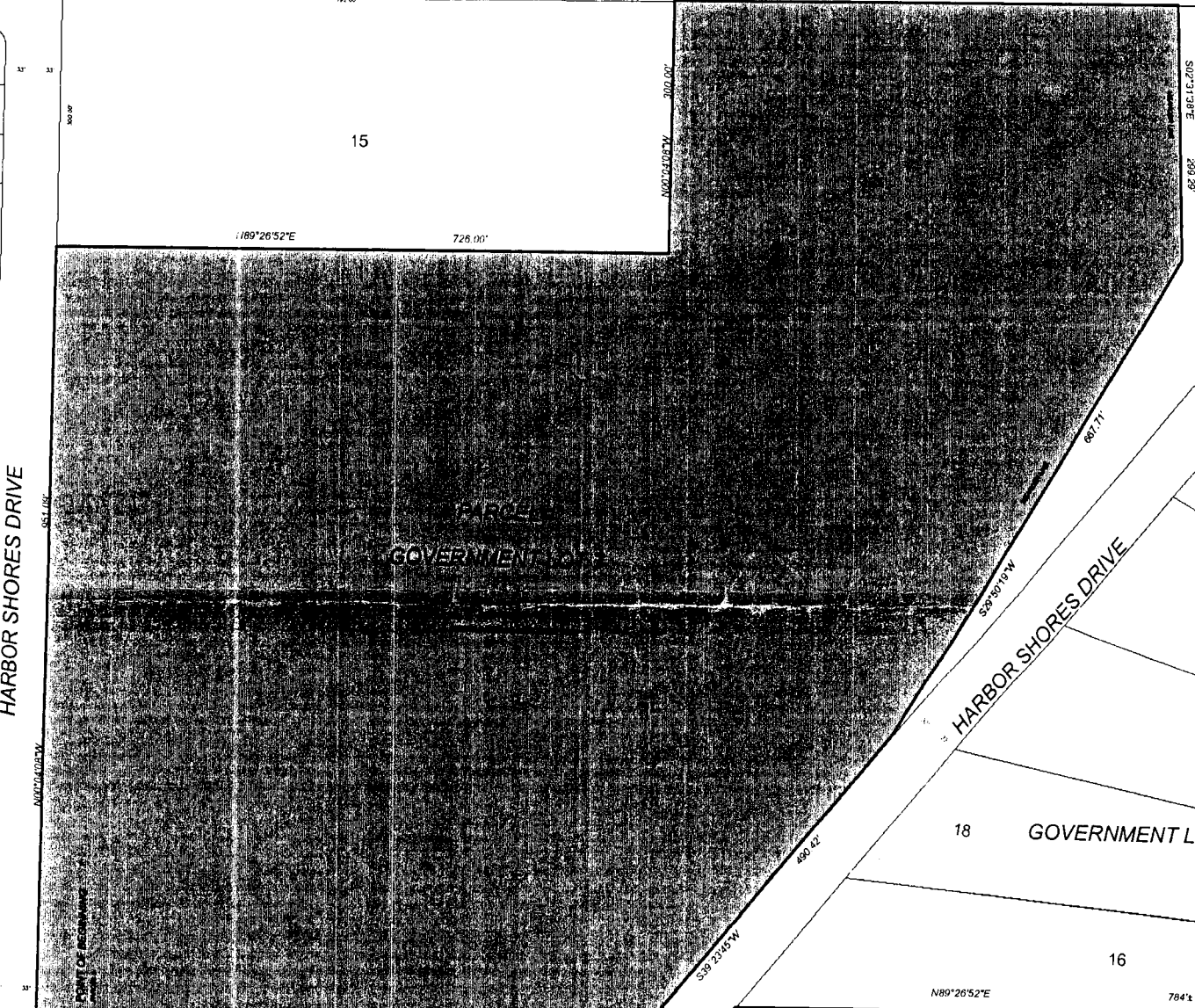
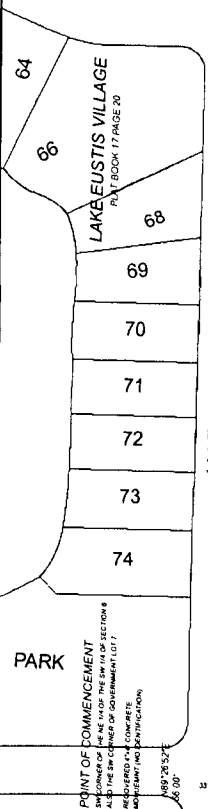
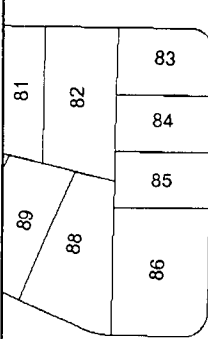
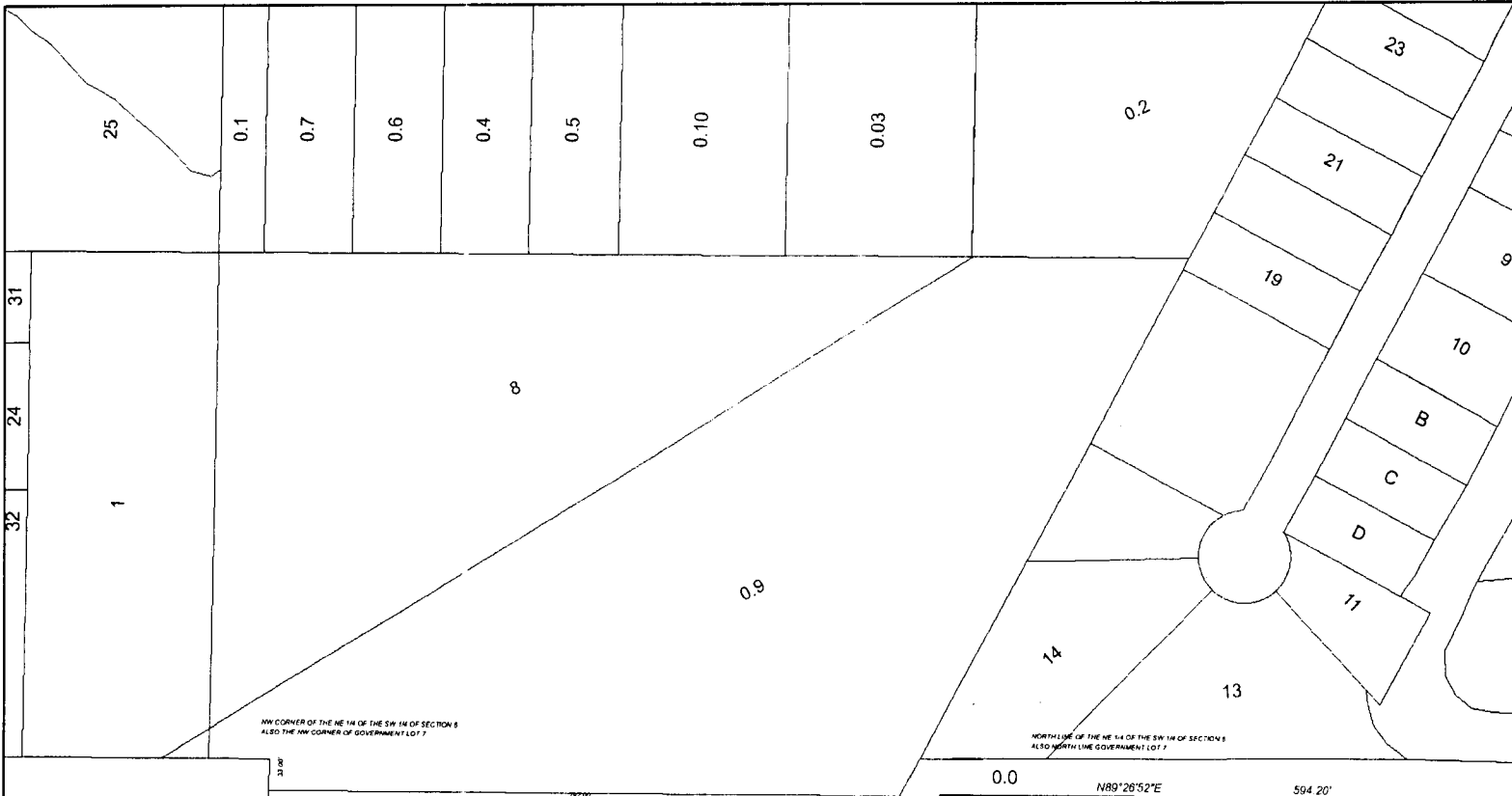
HARBOR SHORES DRIVE

GOVERNMENT LOT 7

N89°26'52"E

16

784.1'



POINT OF COMMENCEMENT
 BEING THE NW 1/4 OF SECTION 8
 ALSO THE SW CORNER OF GOVERNMENT LOT 1
 RECORDED IN 4 COMPLET
 MONTEBAY (NO IDENTIFICATION)
 189°26'52\"/>

POINT OF BEGINNING
 BEING THE NW 1/4 OF SECTION 8
 ALSO THE SW CORNER OF GOVERNMENT LOT 1
 RECORDED IN 4 COMPLET
 MONTEBAY (NO IDENTIFICATION)
 189°26'52\"/>

HARBOR SHORES DRIVE

HARBOR SHORES DRIVE

GOVERNMENT L

EXHIBIT "G"

REVISED TARIFF SHEETS

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-		050642-WS	Territory Extension
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

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(Continued on page 3.2)

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

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

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

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WILLIAM WERNER
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TITLE

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
Lake	Harbor Shores/ Insim Estates	General Service	16.0
Lake	Harbor Shores/ Insim Estates	Residential Service	17.0

WILLIAM WERNER
ISSUING OFFICER

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TITLE

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-		050642-WS	Territory Extension
PSC-05-			Territory Extension

(Continued to Sheet No. 3.1)

WILLIAM WERNER
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WATER TARIFF

(Continued from Sheet No. 3.0)

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(Continued on page 3.2)

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PRESIDENT
TITLE

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WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

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WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

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

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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WILLIAM WERNER
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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>
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WATER TARIFF

(Continued from Sheet No. 3.0)

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(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

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COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 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 NORTH LINE OF AFORESAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN N89°26'52"E PARALLEL WITH SAID NORTH LINE, 792.00 FEET; THENCE RUN N00°04'08"W PARALLEL WITH THE WEST LINE OF AFORESAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 300.00 FEET TO A POINT 759.00 EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN N89°26'52"E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 594.20 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.

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 THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2 OF SECTION 6, 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 AFORESAID SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2; THENCE RUN N89°26'52"E ALONG SAID LINE 100 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2, 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 THE NORTH 1/4 OF THE SOUTH 1/2; THENCE RUN S89°26'52"W ALONG THE SOUTH LINE, 790 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

SECOND REVISED SHEET NO. 4.0
CANCELS FIRST REVISED 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
Lake	Harbor Shores/ Insim Estates	General Service	16.0
Lake	Harbor Shores/ Insim Estates	Residential Service	17.0

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

SECOND REVISED SHEET NO. 3.0
CANCELS FIRST REVISED 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-		050642-WS	Territory Extension
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.

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.

(Continued on page 3.2)

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

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

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

THAT PART OF GOVERNMENT LOTS 7 AND 12, LYING IN THE NORTH 1/4 OF THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE RUN N89°26'52"E ALONG THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2 OF SECTION 6, 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 AFORESAID SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2; THENCE RUN N89°26'52"E ALONG SAID LINE 100 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/4 OF THE SOUTH 1/2, 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 THE NORTH 1/4 OF THE SOUTH 1/2; THENCE RUN S89°26'52"W ALONG THE SOUTH LINE, 790 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

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>
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Lake	Shangri-La-by-the-Lake	Residential Service	17.0
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WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

SECOND REVISED SHEET NO. 3.0
CANCELS FIRST REVISED 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
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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)

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(Continued on page 3.2)

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

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

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

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WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

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>
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WILLIAM WERNER
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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 -

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(Continued to Sheet No. 3.1)

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

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

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(Continued on page 3.2)

WILLIAM WERNER
ISSUING OFFICER

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TITLE

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

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

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WILLIAM WERNER
ISSUING OFFICER

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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>
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Lake	Harbor Shores/ Insim Estates	Residential Service	17.0

WILLIAM WERNER
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT "H"

AFFIDAVIT OF CURRENT ANNUAL REPORT AND TARIFFS

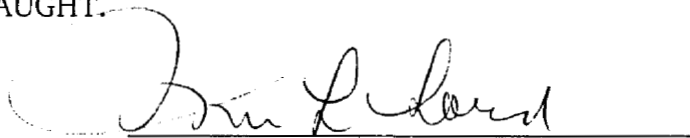
AFFIDAVIT

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.

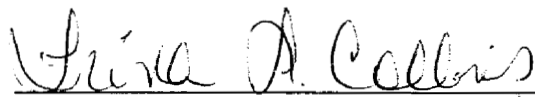
FURTHER AFFIANT SAYETH NAUGHT.


VALERIE L. LORD

Sworn to and subscribed before me this 7th day of November, 2005, by VALERIE L. LORD w is personally known to me.



Trina L. Collins
Commission # DD290253
Expires February 12, 2008
Bonded Troy Fair - Insurance, Inc. 800-365-7019



PRINTED NAME: Trina L. Collins
NOTARY PUBLIC
My Commission Expires:

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SEMINOLE

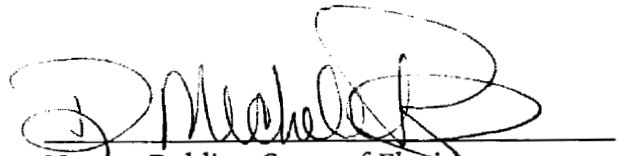
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TRINA COLLINS, who, after being duly sworn on oath, did depose on oath and say that she is the secretary to Valerie L. Lord, attorney for SHANGRI-LA-BY-THE-LAKE UTILITIES, INC., and that on November 15, 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 15th day of November, 2005, by Trina Collins, who is personally known to me.



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



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

EXHIBIT "I"

NOTICE OF APPLICATION FOR AMENDMENT TO
WATER AND WASTEWATER CERTIFICATES

Notice is hereby given on the 15th day of November, 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:

PARCEL 1 (HARBOR SHORES):

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 (INSIM ESTATES):

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.

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 699520 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 SPELLCO 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**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LAKE COUNTY</u>	
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
RAINTREE 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. (WS433) 2215 RIVER BLVD. JACKSONVILLE, FL 32204-4647	WILLIAM J. DEAS (904) 387-9292
SUN COMMUNITIES FINANCE LLC DB/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. BAIR (352) 787-4347

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

UTILITY NAME

M

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 MAGUTRE 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 65
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

STATE OFFICIALS

MANAGER

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 "J"

AFFIDAVIT OF MAILING NOTICE TO PROPERTY OWNERS

(To be late filed)

EXHIBIT "K"

AFFIDAVIT OF PUBLISHING NOTICE IN NEWSPAPER

(To be late filed)