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REPLY TO CENTRAL FLORIDA OFFICE

January 20, 2006

VIA: HAND DELIVERY

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD
BRIAN J. STREET

RECEIVED - FPSC
06 JAN 20 AM 10:36
COMMISSION
CLERK

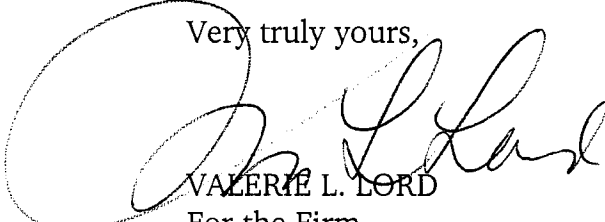
Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

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 in the above-referenced docket is a copy of the Amended and Restated Developer Agreement, which replaces the Developer Agreement filed with the Application.

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

Very truly yours,

VALERIE L. LORD
For the Firm

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____ VLL/tlc
- RCA _____ Enclosures
- SCR _____ ec: Mr. Tom Walden, Division of Economic Regulation (w/enclosures)
- SGA _____ Mr. Jay E. Werner (w/o enclosures)
- SEC 1 Mr. Andrew Werner (w/o enclosures)
- OTH _____

M:\1 ALTAMONTE\SHANGRI-LA\(.06) 2005 AMENDMENT (Fleck)\PSC Clerk 04.ltr.wpd

DOCUMENT NUMBER - DATE
00537 JAN 20 06
FPSC-COMMISSION CLERK

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

06-19-26-0004-00000800
Parcel I.D. Nos. 06-19-26-0004-00000802

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 11th day of January, 2006, by and between FLECK HOLDINGS 3 LLC, a Florida limited liability company ("Fleck Holdings"), and NEW PROVIDENCE PROPERTIES, LLC ("New Providence"), (collectively, "Developers"), and SHANGRI-LA BY THE LAKE UTILITIES, INC., a Florida corporation ("Service Company").

- A. Fleck Holdings owns or controls a 26-acre tract of land located in Lake County, Florida, and New Providence owns or controls a 4-acre parcel of land 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 (collectively, the "Property").
- B. Fleck Holdings plans to develop the 26-acre tract of land by constructing thereon up to 80 single family home sites in a development to be called "Harbor Shores", and New Providence plans to develop the four-acre parcel by constructing four single family homes in a development to be called "Insim Estates".
- C. On May 24, 2005, Fleck Holdings and Service Company entered into an agreement pursuant to which, among other matters, Fleck Holdings 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. In August, 2005, Developers 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. Developers and Service Company wish to amend the Original Agreement to provide for water service to 80 single family home sites in the Harbor Shores development, instead of 100 mobile home sites, in Harbor Shores, to provide for water and

wastewater service to four single-family homes in the Insim Estates development, 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. Fleck Holdings 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, Developers 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 Developers or owner, which Developers or owners transfer, or agree 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 New Providence 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 New Providence 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 Systems” means the on-site water distribution systems to be constructed pursuant to this Amended Agreement by Fleck Holdings within Harbor Shores and by New Providence within Insim Estates, including but not limited to all pipes, valves, facilities and equipment, constructed within the respective 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 Systems” means the off-site water distribution systems to be constructed pursuant to this Amended Agreement by Fleck Holdings within Harbor Shores and by New Providence within Insim Estates, including but not limited to all distribution lines, facilities, and equipment located outside the respective boundaries of Harbor Shores and Insim Estates and constructed for the purpose of connecting the On-Site Water Systems to Service Company's existing water distribution system at the relevant Points of Delivery, or as determined by Service Company.

(h) “Points of Delivery” means, for water service, points of the outflow at the water meters for Harbor Shores and Insim Estates, and, for wastewater service, the point where the Water and Wastewater Systems physically connect with Service Company's existing water and wastewater systems at a point designated by Service Company within Insim Estates.

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

record, any utility contractor, appropriate building official(s), all other utility companies involved in the development of Harbor Shores and Insim Estates.

5.3 Developers shall provide to Service Company's inspector at least twenty-four (24) hours' notice prior to commencement of construction. Fleck Holdings shall cause to be constructed, at its own cost and expense, the Water System for Harbor Shores, as shown on the approved plans and specifications. New Providence shall cause to be constructed, at its own cost and expense, the Water System and the Wastewater Systems for Insim Estates, as shown on the approved plans and specifications.

5.4 During the construction of the Water and Wastewater Systems, 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. Developers agree to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of the Water and Wastewater Systems.

5.5 Upon completion of construction, Developers' engineers of record shall submit to Service Company copies of the signed certification of completion submitted to the appropriate regulatory agencies. Developers' engineers 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 Developers' engineers of record.

5.6 By these presents, Developers, without further consideration, hereby transfer to Service Company, title to the Water Systems; and New Providence, without further consideration, hereby transfers to Service Company, title to the and the Wastewater System. Such conveyances 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, Developers 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 Developers 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.

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

(k) “Water Systems” means the On-Site Water Systems 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 Developers, Developers agree to deliver to Service Company copies of a Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to Harbor Shores and Insim Estates, as appropriate, 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 Developers’ respective legal rights 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). Developers 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. Fleck Holdings and New Providence hereby covenant and agree to design and construct, at their sole cost and expense, the Water Systems. New Providence hereby covenants and agrees to design and construct, at its sole cost and expense, and the Wastewater System.

5.1 Developers, at their 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 for their respective developments. The plans shall show the Water and Wastewater Systems proposed to be installed by Developers pursuant to this Amended Agreement. Developers shall cause their engineers 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 Developers, Developers 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, Developers and Developers’ respective engineers of record, shall set up a preconstruction conference with Service Company and Service Company’s engineer of

(d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to Service Company which Developers obtain from any contractors constructing the Water and Wastewater Systems. Fleck Holdings hereby warrants and guarantees for one year from the date of transfer that the Water System within Harbor Shores is free of defects, and functions or will function as designed. New Providence hereby warrants and guarantees for one year from the date of transfer that the Water and Wastewater Systems within Insim Estates is free of defects, and functions or will function as designed. Developers shall immediately repair any defects or Service Company may make repair at Developers' expense.

(e) Provide to the Service Company executed notarized affidavits in a form satisfactory to Service Company's counsel of Developers' respective rights to convey the Water and Wastewater Systems and assuring that work has been fully paid for by reason of work performed or services rendered in connection with the installation of the respective 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 Developers 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 Developers or others have connected Consumer Installations to the Water and Wastewater Systems, 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. Developers, 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 Fleck Holdings or New Providence, as appropriate, or an 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 Developers, 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 Developers or the owner of any parcel, Developers 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 Developers do not comply with the foregoing inspection provisions, Service Company may refuse Service to a connection that has not been inspected until Developers comply with these provisions.

(e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developers or a party other than Service Company.

8.0 Exclusive Right to Provide Service. Developers, as a further and essential consideration of this Amended Agreement, agree that Developers, or their respective transferees, legal representatives, successors and assigns, 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 Developers 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 Developers 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 Developers; upon any person or other entity holding by, through or under Developers; 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 Developers, Service Company and their respective transferees, legal representatives, successors and assigns by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 16.0 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 Developers, shall be mailed or delivered to Developers at:

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

New Providence Properties, LLC
12525 Westfield Lakes Circle
Winter Garden, Florida 34787
Attention: Mark A. Maciel, 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
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, Florida 327779
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 Developers are 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 Developers and Service Company shall survive the completion of the work of Developers 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 Developers and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developers 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 Developers to Service Company, Service Company has agreed to provide Service to Harbor Shores and Insim Estates, as provided herein. Developers understand and agree that capacity reserved hereunder cannot and shall not be assigned by Developers to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developers'

respective interests in Harbor Shores and Insim Estates, such approval not to be unreasonably withheld. Moreover, Developers agree that this Amended Agreement is a superior instrument to any other documents, representations, and promises made by and between Developers 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 Developers' 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, Developers 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:

Laura Werner
Signature

Laura Werner
Printed Name

Kim J. Marsh
Signature

Kim J. MAESH
Printed Name

SHANGRI-LA BY THE LAKE UTILITIES,
INC.

By:

Jay E. Werner
Jay E. Werner, Secretary-Treasurer

WITNESSES:

Signature

Mary Fleck
Printed Name

Signature

Michael W Brubaker
Printed Name

FLECK HOLDINGS 3, LLC

By:

Richard Fleck
Richard Fleck, Managing Member

WITNESSES:

Signature

Dennis M Sweeney
Printed Name

Signature

John R. Kirby
Printed Name

NEW PROVIDENCE PROPERTIES, LLC

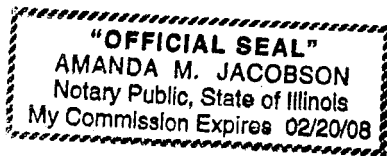
By:

Mark A. Maciel
Mark A. Maciel, Managing Member

STATE OF Illinois

COUNTY OF Ogle

The foregoing instrument was acknowledged before me this 17 day of January, 2006, 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 Drivers license as identification.



Amanda M Jacobson
Amanda Jacobson
Print Name
Notary Public
State of 2-20-2008
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of January, 2006, 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.



Kim Phillips Sweers
Commission #DD141763
Expires Aug. 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Kim P. Sweers
Print Name
Notary Public
State of FLORIDA
My Commission Expires:

8/12/06

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of January, 2006, by MARK A. MACIEL, as Managing Member of New Providence Properties, LLC, a Florida limited liability corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Kim Phillips Sweers
Commission #DD141763
Expires Aug. 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Kim P. Sweers
Print Name
Notary Public
State of FLORIDA
My Commission Expires:

8/12/06

EXHIBIT "A"

DESCRIPTION OF PROPERTY

PARCEL 1: HARBOR SHORES 06-19-26-0003-00000800

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 06-19-26-0004-00000802

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.