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JUN 10 AM 10:20

June 8, 2004

Blanca Bayo
Division of Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

DISTRIBUTION CENTER
04 JUN 10 AM 9:07

In re: Application for Amendment of Certificates – Indiantown Company, Inc.
Docket No. 040497-WS

Dear Ms. Bayo:

Enclosed please find the original and five copies of a long-term lease that relates to the perc ponds that are an integral part of the wastewater treatment facilities of Indiantown Company, Inc.

This filing is Late-filed Exhibit H.

Although the application form indicated that there would be a Late-filed Exhibit F, which would relate to ownership of water facilities, there is no need to file such an exhibit. No issue exists as to the long-term ownership of the basic water treatment facilities.

Sincerely,



David B. Erwin

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____ DBE:jm
- OPC _____ Enclosures
- MMS _____ Copy: Jeff Leslie
- RCA _____
- SCR _____
- SEC 1
- OTH _____

1
DOCUMENT NUMBER-DATE

06464 JUN 10

FPSC-COMMISSION CLERK

ORIGINAL

EXHIBIT H

DOCUMENT NUMBER-DATE

06464 JUN 10 3

FPSC-COMMISSION CLERK

LEASE AGREEMENT

THIS AGREEMENT, dated the first day of August, 2003, by and between ROBERT M. POST, JR., as Lessor, and INDIANTOWN COMPANY, INC., as Lessee.

1. Lessor and Lessee hereby agree that Lessee wishes to lease approximately 8.238 acres in Bowers Grove identified by attached I.D. number and survey.
2. The term of the lease shall be the lesser of 99 years or the time during which it is needed by Indiantown Company, Inc. for utility purposes. This lease shall commence on August 1, 2003.
3. The rental for the period August 1, 2003 shall be \$2100 per month.
4. The land shall be used for pond storage.
5. Lessee shall not sublet or assign said lease, nor any part thereof, without the written consent of the Lessor.
6. The Lessor shall not be required to provide or maintain access to said rental land but does consent to the Lessee entering upon and crossing over by the most direct route for the purpose of ingress and egress to said lands.
7. Lessee shall be responsible for the installation of any fences required in addition to what is presently existing on the property at their cost and expense. Lessee shall have the right to remove the fencing that they installed at the termination of the lease.

Lessee shall not remove, cut or eliminate any fences which may presently be located on the premises.

That the installation and maintenance of all fencing for said land shall be at the Lessee's expense and obligation.

8. Lessee agrees to keep and maintain said property clean and orderly at all times and that Lessee shall not erect any buildings, structures or sheds thereon without the written permission of the Lessor.
9. That on ninety (90) days written notice, Lessor shall have the right to cancel said lease and apportion the rent for the outstanding term and the cost of the fence if said lease is canceled.
10. For the duration of this lease, the Lessee shall maintain liability insurance on the referenced acreage in the amount of \$1,000,000, naming Lessor as an additional insured and providing the Lessor with the appropriate Certificate of Insurance.
11. Lessee at all times shall save the Lessor harmless and free of all liability which may arise out of the Lessee's use of the land.
12. Upon the conclusion of the rental term, Lessee shall vacate the premises forthwith.

INDIANTOWN COMPANY, INC.

By: 
Robert M. Post, Jr., President


Robert M. Post, Jr.

5-17-04

This Lease prepared by Robert M. Post, Jr.