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October 22, 2004
VIA HAND DELIVERY

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JOHN L. WHARTON

ROBERT M. C. ROSE, OF COUNSEL
WAYNE L. SCHIEFELBEIN, OF COUNSEL

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

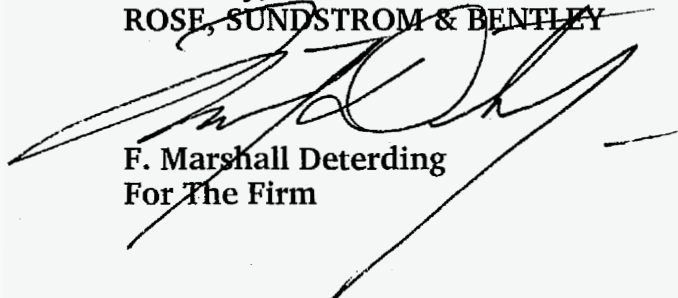
Re: Farmton Water Resources, LLC; Docket No. 021256-WU
Our File No. 36029.01

Dear Ms. Bayo:

In accordance with the requirements of PSC Order No. 04-0980-FOF-WU issued on October 8, 2004 in the above-referenced docket, I am attaching hereto two copies of the proposed tariffs to implement the rates outlined in that Order, as well as a copy of the executed lease with Miami Corporation for use of the lands on which the Utility facilities are located. The recorded version of the lease is currently being obtained and will be filed with your office within the next five to seven days, as soon as it is returned by the County Court Clerk.

Should you have any questions with regard to either the lease or the tariffs as required, please do not hesitate to contact me.

Sincerely,
ROSE, SUNDBSTROM & BENTLEY



F. Marshall Deterding
For The Firm

CMP _____

COM _____

CTR _____

ECR JMS FMD/tms

GCL _____ cc:

OPC _____

MMS _____

RCA _____

SCR _____

SEC 1

OTH _____

Martha Brown, Esq.
Katherine Fleming, Esq.
Patti Daniel
Barbra Goering, Esq.
Earl Underhill
Glenn Storch
Chuck Drake
Gerald Hartman
Tara Hollis
Howard Landers
John Wharton, Esq.

RECEIVED FPSC
OCT 22 PM 4:32
COMMISSION
CLERK

DOCUMENT NUMBER-DATE

11469 OCT 22 04

FPSC-COMMISSION CLERK

NAME OF COMPANY FARMTON WATER RESOURCES, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	\$ 3.58
1"	8.95
1 1/2"	17.90
2"	28.64
3"	57.28
4"	89.50
6"	179.00
8"	286.40
Gallonage charge per 1,000 Gallons	\$ 0.64

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

EARL UNDERHILL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	\$ 3.58
1"	8.95
1 1/2"	17.90
2"	28.64
3"	57.28
4"	89.50
6"	179.00
8"	286.40
Gallonge charge per 1,000 Gallons	\$ 0.64

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

EARL UNDERHILL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES, LLC

WATER TARIFF

FIRE PROTECTION SERVICE

RATE SCHEDULE FPS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For raw water service rendered for all fire protection applications within the Utility's certificated service territory.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Flat Base Charge

\$ 29.11 Per Fire Protection Well

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

EARL UNDERHILL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES, LLC

WATER TARIFF

BULK RAW WATER SERVICE

RATE SCHEDULE BRWS

AVAILABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

APPLICABILITY - Available for all requests for bulk raw water purchased for treatment and resale or for end user.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Base charge annually per 0.5 MGD of capacity	\$54,473.40
Take or pay gallonage charge based upon demand capacity	\$ 0.3043 X committed capacity
Gallonage charge per 1,000 gallons used above commitment:	\$ 0.3043

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EARL UNDERHILL
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES, LLC

WATER TARIFF

HUNT CLUB SERVICE

RATE SCHEDULE HS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For water service to Hunt Clubs within the company's service territory and other potable uses of a similar nature.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8"	\$ 3.58
2"	83.00

Gallonge charge per 1,000 Gallons \$ 0.65

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

EARL UNDERHILL
ISSUING OFFICER

MANAGER
TITLE

MIAMI CORPORATION
ROOM 590
410 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611-4252
(312) 644-6720

October 18, 2004

"Via Federal Express"

Mr. F. Marshall Deterding
Rose, Sundstrom & Bentley, LLP
2548 Blainstone Pines Drive
Tallahassee, FL 32301

Re: Farnton Water Resources, LLC Lease

Dear Marty:

Enclosed please find one fully executed copy of a lease between Miami Corporation and Farnton Water Resources, LLC. I am also sending two copies by federal express to Glenn Storch's office. They expect to be able to record the lease with the Recorder's Office of Volusia County as soon as it is received and at least get a copy of the first page with the book and page number. If so, they will fax it to you.

Please call me if upon review of the lease you see any open issues.

Sincerely,



Barbra Goering

BG/eeb
Enclosures
cc: Storch & Morris PA
Earl Underhill

MIAMI CORPORATION
ROOM 590
410 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611-4252
(312) 644-6720

October 18, 2004

VIA FEDERAL EXPRESS

Storch & Morris, P.A.
Attention: Catherine Storch
420 South Nova Road
Daytona Beach, FL 32114

Dear Cathy:

Enclosed for recording are two fully executed copies of a 99 year lease between Miami Corporation and Farnton Water Resources, LLC.

As we discussed, the water utility certification issued by the commission has a requirement that a fully executed and recorded lease be provided to them by Thursday, October 21.

If the Volusia County Recorder's Office can only give you a stamp with the book and page number, would you please fax the relevant page to Marty Deterding at Rose, Sundstrom & Bentley, LLP in Tallahassee. The fax number is 850-656-4029. In any event, when you receive the original recorded document back, it should be sent to Marty Deterding at Rose, Sundstrom & Bentley, LLP so that he can file it or present it to the Public Service Commission. Also, would you please fax a copy of the page with the stamp evidencing recording to my attention and to Earl Underhill's attention as well, and mail a stamped execution copy back to me.

Please call me if you have any questions.

Sincerely,



Barbra Goering

BG/irg

Enclosure

cc: F. Marshall Deterding ✓

Earl Underhill

LEASE

THIS LEASE is made and entered into this 15th day of October, 2004, by and between "Miami Corporation", a Delaware corporation (hereinafter referred to as ("Owner")), and "Farnton Water Resources LLC", a Delaware limited liability corporation (hereinafter referred to as ("Service Company")).

Owner hereby leases to Service Company, and Service Company hereby hires from Owner, the real property and Well Site Production Facilities described below, upon terms and subject to the conditions set forth herein.

1. DEFINITIONS.

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

- A. "Well Site Production Facilities" - All well casings, pumps, and water supply, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities.
- B. "Point of Delivery" - The point where the water leaves the meter connected to customer's piping.
- C. "Property" - The land described in Exhibit "A".
- D. "Well Sites" - The sites upon which Well Site Production Facilities are currently located as shown on Exhibit "B" attached hereto, and such additional Well Sites permitted pursuant to this Lease.
- E. "Service Agreement"- Any additional and separate agreement between Owner and Service Company providing for the provision of specific services entered into during the term of this Lease.

2. TERM.

This Lease shall be effective for a period of ninety-nine (99) years, beginning immediately after certification of the Service Company by the Florida Public Service Commission, and ending ninety-nine (99) years thereafter, unless sooner terminated as provided herein.

3. ROYALTY PAYMENTS.

Service Company shall pay to Owner a monthly royalty of \$0.10 per thousand gallons of water withdrawn from each well site and \$5,000 per year for maintenance building site, plus sales tax, all as compensation for the Service Company's right to utilize

Owner's property and the impact of Service Company's right to utilize and withdraw water from Owner's property and the impact of such uses on Owner's other properties. Royalty payments shall be paid on or before the first of each month. At least ninety (90) days but not earlier than one hundred twenty (120) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the periodic royalty to be paid over the next 3-year period. The purpose of renegotiating the periodic royalty is to reflect the increase in the fair value of the property, the rights to withdraw water, and Well Site Production Facilities over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the periodic royalty to be paid over the subject 3-year period, then at least forty-five (45) days but not earlier than ninety (90) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the periodic royalty to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used, then Service Company and Owner shall select a qualified appraiser of its choice and make the calculations, and the average of the two appraisers shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least fifteen (15) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the periodic royalty below the amount of the periodic royalty in effect at the time the negotiations or calculations are conducted as set forth herein or below the then existing periodic royalty plus inflation using the compounded index percentage approved for regulated water and wastewater utilities by the Florida Public Service Commission for each intervening year since that last royalty amount was set.

In addition to renegotiating the periodic royalty every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Property or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Well Sites, or as a result of withdrawals or activities related to withdrawals, Service Company and Owner shall renegotiate the periodic royalty. The purpose of this renegotiation shall be to reflect the diminution in value of the affected Property or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the periodic royalty to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated periodic royalty, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

4. DESCRIPTION OF LEASED PREMISES.

The premises subject to the Lease shall initially consist of the 2 non-potable and 5 potable Well Sites as outlined on Exhibit "B". Each Well Site shall be approximately 2,500 square feet or other size as needed, in a square configuration, with the Well Site Production Facilities approximately in the center of the sites. In addition, the proposed maintenance building site shall consist of approximately 2-3 acres. All portions of said Well Sites heretofore and currently used for residential or commercial facilities or purposes shall be excluded from said 2,500 square foot sites and shall not be included in the premises subject to this Lease. In the event any governmental entity or authority shall now or hereafter require a larger Well Site than 2,500 square feet, all additional or relocated Well Sites acquired pursuant to Sections 5 and 8, respectively, shall conform to the requirements of said governmental entity or authority. Owner and Service Company anticipate that this Lease may be amended in the future to include the service, operation, and lease of additional wells, surface water, or other sites, and/or Well Production Facilities pursuant to this Lease and will negotiate the terms under which those wells, surface water, or other sites, and any Well Production Facilities will be included in the Lease and the Service Agreement (if any) at that time.

5. ADDITIONAL WELL SITES & SURFACE WATER WITHDRAWAL SITES.

In the event that Service Company shall need additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites for the purpose of supplying Owner or third parties with water, Owner agrees to negotiate with Service Company for the lease of parcels of the Property for use as additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites. Upon such time as Service Company and Owner shall agree upon the location and other pertinent matters related to such additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, or Water Storage Sites the same shall become subject to this Lease and Service Company and Owner shall each respectively have rights and privileges set forth herein upon execution by Service Company and Owner of an appropriate Addendum to Lease so providing. Owner shall not be obligated to negotiate water rights to the detriment of its agriculture or other operatives.

6. WARRANTY OF TITLE.

Owner represents that it has good and marketable title to the Well Sites, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service Company's intended uses. Service Company may at any time undertake to examine title to any of the Well Sites. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within said time. In the event that Owner shall be unable to remove or cure such title defects within the specified time, Service Company shall have the option of either waiving said title defects or canceling this Lease as to the

Well Site to which title defects are applicable and receiving a prorata refund of any royalties paid in advance. In the event that uncured title defects shall adversely affect the Well Sites to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall be entitled to cancel this Lease and receive a prorata refund of any advance royalties paid on any of the Well Sites.

7. USE OF WELL SITES.

The Well Sites shall be used for the sole purpose of withdrawing water and supplying it to Owner or third parties in accordance with the provisions of any Service Agreement or third party agreements.

8. UNPRODUCTIVE WELL SITES.

If any Well Site becomes unproductive, upon written notice of the same to Owner, the unproductive Well Site shall no longer be subject to the terms of this Lease, and the periodic royalty shall be reduced prorata accordingly. In such event, the well shall be plugged at Service Company's expense in accordance with applicable Water Management District requirements and other applicable statutes, ordinances, or regulations. If Owner and Service Company cannot agree upon the amount of the reductions of the periodic royalty, the amount of the reductions shall be determined by a qualified appraiser selected by agreement of the parties. If the parties cannot agree on an appraiser, Owner and Service Company, at their own expense, shall each select an appraiser of its choice to calculate the reductions, and the average of the two calculations shall be binding upon the parties.

If Owner shall reasonably determine that for Owner's beneficial use of the Property and Well Site (whether an existing Well Site or on a Well Site hereafter leased) must be relocated, Owner will provide a substitute Well Site located as closely as reasonably possible to the one removed, and Owner shall bear the expense of such relocation, including cost of plugging. The periodic royalty shall be renegotiated based upon the costs of such relocation efforts.

Upon the abandonment of any Well Site, or the removal from any Well Site, Service Company shall clean up the Well Site and leave the same in neat and presentable condition.

9. PERMITS.

Prior to constructing or operating any Well Site Production Facility or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in a Service Agreement, all necessary permits, certificates, and

approvals necessary to construct and operate Well Site Production Facilities, withdraw water from Well Sites, transmit water to the Property and collect Tariffs for water supplied to customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department of Environmental Protection. The owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such permit application.

10. INSTALLATION OF WELL SITE PRODUCTION FACILITIES.

If any Well Site, whether initially subject to this Lease or hereafter leased, does not have complete and operable Well Site Production Facilities in place at the time of execution of this Lease or at the time such Well Site becomes subject to this Lease, then Service Company, at Service Company's expense, shall install the Well Site Production Facilities or replace the missing or defective parts necessary to eliminate the deficiency as soon as reasonably possible after the date of this Lease or after the date of acquisition in the case of a Well Site hereafter acquired.

11. MAINTENANCE AND REPAIR.

As of the effective date of this Lease (in case of existing Well Sites and Well Site Production Facilities), and after the initial installation as set forth in Section 10 above (in the case of those facilities covered by Section 10), Service Company shall be responsible for the continuous operation and maintenance of the Well Sites and Well Site Production Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company's responsibilities shall include replacement of any component parts of the Well Site Production Facilities when such becomes necessary due to destruction, wear and tear or otherwise. Service Company shall also keep the Well Sites in a neat, clean and presentable condition. Owner agrees to assign any and all warranties and/or maintenance bonds and the right to enforce the same to Service Company and to provide Service Company with any existing operation/maintenance and parts manuals with respect to the Well Site Production Facilities. Customer's pipes, apparatus and equipment on customer's side of the Point of Delivery shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall, at all reasonable times and hours, have the right to inspect Customer's internal lines and facilities. Customer shall bear the responsibility for the maintenance and replacement of any pipes or related transmission equipment on Customer's side of the Point of Delivery.

12. ELECTRICAL POWER.

Service Company represents that electrical power for the proposed operations on all Well Sites requiring electricity is available from the appropriate power companies having authority to serve the Well Sites or, if not, acquiring electric power from such

companies or alternative source shall be the responsibility of Service Company. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power from the closest power source of the appropriate power company to each Well Site, including additional Well Sites hereafter acquired, so as to service the operations of Service Company at each Well Site. Owner shall have the right to approve the location of poles, transistors, electrical lines, or other necessary installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service by the appropriate power company or other source of electric power. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Well Site, including but not limited to the placement of poles, transistors, electrical lines and other necessary installations.

13. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive ingress and egress to the Well Sites during the period of time this Lease remains in force and subject to the limitations of this Section. Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Well Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or accessways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease. Owner agrees that, in the event Owner leases additional Well Sites to Service Company, Owner shall grant to Service Company such additional easements as may be necessary to provide ingress and egress to such additional Well Sites.

14. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the

locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees.

Service Company agrees that it shall immediately close and securely fasten gates or gaps in fences that are opened by Service Company or observed open, whether or not such were opened by someone else. No new gaps or gates shall be made in any fence without the prior consent of Owner.

Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repair.

15. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on any of Owner's lands. Service Company covenants that Service Company will save Owner harmless from all damage caused by Service Company or its agents or employees to such livestock or wildlife and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on any of Owner's lands by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on any of Owner's lands. Service Company will at no time cause any fires to be set on any of Owner's lands, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this paragraph 15, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto Owner's lands. Should Service Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto Owner's lands, such act shall be deemed a default hereunder.

16. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon any Well Site to view the condition thereof and to observe Service Company's operations thereon.

17. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Well Sites and Well Production Facilities accruing during the time that this Lease remains in force, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Well Sites (which in order to do, Service Company shall first

obtain the written consent of Owner, except for those installations expressly permitted by Owner under this Lease or in a Service Agreement), whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Property and/or Well Production Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

18. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

19. INSURANCE.

Service Company shall obtain insurance for both liability and property and Well Production Facilities at all times during the term of this Lease, and in amounts sufficient to cover all reasonable damage or claims to the property or by third persons and shall specifically name the Owner as co-insured with Service Company. Service Company shall obtain such insurance at its sole cost and expense and shall be fully responsible for all payments and renewals related to such policies.

20. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of Service Company's negligence in the use or occupancy or operation of any Well Site, Well Site Production Facility, or any Service Company's activities on or about any Well Site. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of any Well Site or Service Company's activities on or about any Well Site, or other of Owner's lands.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including

attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the lease of any Well Site, Well Site Production Facility, or Owner's activities on or about any Well Site. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of any Well Site or Owner's activities on or about any Well Site.

C. Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

21. DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 15 shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Service Company; Service Company's interest in the Well Sites and Well Site Production Facilities, or under this Lease or the Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Property; or Service Company defaults under this Agreement.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default. Any default of Owner under a Service Agreement shall be deemed a default hereunder.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and

Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

22. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder. Any assignment, pledge or encumbrance of Service Company's stock shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease.

23. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld.

24. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by manual delivery, telegraph, or mail addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner:
Miami Corporation
Attn: Barbra Goering
410 N. Michigan Avenue, Room 590
Chicago, IL 60611

Service Company:
Farmton Water Resources LLC
Attention: Earl M. Underhill
1625 Maytown Road
Osteen, FL 32764

Notice given by telegraph shall be deemed received when filed for transmission with an authorized dispatching office of the telegraph company in the United States, charges prepaid. Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of

business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

25. BINDING EFFECT OF LEASE.

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

26. DOCUMENTATION.

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

27. INTERPRETATION.

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

28. EFFECTIVE DATE.

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

29. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof 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 be deemed a waiver or relinquishment of such right or power at any other time or times.

30. CONFLICT WITH THE AGREEMENT.

In the event of any conflict between the terms of this Lease and terms of a Service Agreement, the terms of the Service Agreement shall control.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered
in the Presence of:

Deane Gerrans
Christie A. Sergio

Deane Gerrans
Christie A. Sergio

Miami Corporation ("Owner")

36 By: John Rau
Its President

Farmton Water Resources LLC
("Service Company")

36 By: John Rau
Its President

STATE OF ILLINOIS
COUNTY OF COOK SS.

The foregoing instrument was acknowledged before me this 18 day of October, 2004, by John Rau, President of Miami Corporation and President of Farmton Water Resources LLC, who is personally well known to me individually and in the capacities aforesaid.



Barbra Goering
Notary Public

miami\3lease.agr

EXHIBIT "A"

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ATTACHMENT A

Farmton Water Resources, LLC.
Water Territory

TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

ALL OF SECTIONS 13 AND 14
THE EAST 1/2 OF SECTIONS 15 AND 22
ALL OF SECTIONS 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35 AND 36.

TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

ALL OF SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
26, 27, 28, 29

LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5

LESS AND EXCEPT THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6

LESS AND EXCEPT THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE WEST 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7

LESS AND EXCEPT THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8

LESS AND EXCEPT THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 1,486.51 FEET; THENCE RUN S.01°21'39"E., FOR A DISTANCE OF 515.09 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°33'37"E., FOR A DISTANCE OF 521.14 FEET; THENCE RUN S.00°32'06"W., FOR A DISTANCE OF 150.63 FEET; THENCE RUN S.89°20'51"W., FOR A DISTANCE OF 515.94 FEET; THENCE RUN N.01°21'39"W., FOR A DISTANCE OF 160.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 1,487.87 FEET; THENCE RUN S.00°44'27"E., FOR A DISTANCE OF 253.23 FEET TO THE POINT OF BEGINNING; THENCE

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RUN N.89°51'24"E., FOR A DISTANCE OF 50.00 FEET; THENCE RUN S.00°44'47"E., FOR A DISTANCE OF 100.76 FEET; THENCE RUN S.88°59'51"W., FOR A DISTANCE OF 50.01 FEET; THENCE RUN N.00°44'27"W., FOR A DISTANCE OF 101.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 1,643.36 FEET; THENCE RUN S.00°52'09"E., FOR A DISTANCE OF 1,185.77 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°16'13"E., FOR A DISTANCE OF 49.07 FEET; THENCE RUN S.00°40'06"E., FOR A DISTANCE OF 99.13 FEET; THENCE RUN S.89°33'32"W., FOR A DISTANCE OF 48.72 FEET; THENCE RUN N.00°52'09"W., FOR A DISTANCE OF 98.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 1,704.56 FEET; THENCE RUN S.00°20'35"E., FOR A DISTANCE OF 1,482.69 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°18'56"E., FOR A DISTANCE OF 52.32 FEET; THENCE RUN S.01°22'15"E., FOR A DISTANCE OF 99.28 FEET; THENCE RUN S.89°28'14"W., FOR A DISTANCE OF 54.10 FEET; THENCE RUN N.00°20'35"W., FOR A DISTANCE OF 99.13 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 1,916.36 FEET; THENCE RUN S.00°55'35"E., FOR A DISTANCE OF 883.67 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°29'23"E., FOR A DISTANCE OF 70.19 FEET; THENCE RUN S.00°50'18"E., FOR A DISTANCE OF 100.39 FEET; THENCE RUN S.89°23'11"W., FOR A DISTANCE OF 70.04 FEET; THENCE RUN N.00°55'35"W., FOR A DISTANCE OF 100.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 2,099.62 FEET; THENCE RUN S.01°01'27"E., FOR A DISTANCE OF 763.77 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°29'50"E., FOR A DISTANCE OF 71.22 FEET; THENCE RUN S.01°01'23"E., FOR A DISTANCE OF 105.02 FEET; THENCE RUN S.89°35'52"W., FOR A DISTANCE OF 71.22 FEET; THENCE RUN N.01°01'27"W., FOR A DISTANCE OF 104.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 2,343.64 FEET; THENCE RUN S.01°14'33"E., FOR A DISTANCE OF 1,359.09 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°11'54"E., FOR A DISTANCE OF 53.60 FEET; THENCE RUN S.00°38'10"E., FOR A DISTANCE OF 104.13 FEET; THENCE RUN S.89°35'27"W., FOR A DISTANCE OF 52.50 FEET; THENCE RUN N.01°14'33"W., FOR A DISTANCE OF 103.77 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SECTION 18 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN N.89°23'07"E., FOR A DISTANCE OF 3,011.48 FEET; THENCE RUN S.01°14'00"E., FOR A DISTANCE OF 1,059.93 FEET TO THE POINT OF BEGINNING; THENCE

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RUN N.89°11'46"E., FOR A DISTANCE OF 98.01 FEET; THENCE RUN S.00°53'04"E., FOR A DISTANCE OF 105.26 FEET; THENCE RUN S.89°37'56"W., FOR A DISTANCE OF 97.38 FEET; THENCE RUN N.01°14'00"W., FOR A DISTANCE OF 104.52 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST ½ OF THE SOUTHWEST ¼; AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 19

LESS AND EXCEPT THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 20

LESS AND EXCEPT, A PORTION OF SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN S.01°54'33"E., ALONG THE EAST LINE OF SAID SECTION 21 FOR A DISTANCE OF 996.18 FEET; THENCE RUN S.01°54'21"E., FOR A DISTANCE OF 364.58 FEET TO THE POINT OF BEGINNING; THENCE RUN S.01°54'36"E., FOR A DISTANCE OF 1,325.86 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°30'18"W., FOR A DISTANCE OF 1,316.67 FEET; THENCE RUN N.02°18'23"W., FOR A DISTANCE OF 266.34 FEET; THENCE RUN S.89°42'43"W., FOR A DISTANCE OF 497.23 FEET; THENCE RUN N.01°57'48"W., FOR A DISTANCE OF 1,047.99 FEET; THENCE RUN N.89°11'44"E., FOR A DISTANCE OF 1,816.46 FEET TO A POINT IN THE AFOREMENTIONED EAST LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 22

LESS AND EXCEPT THE EAST 12 CHAINS OF THE SOUTH 10 CHAINS OF THE NORTHEAST ¼ OF THE NORTHWEST ¼; AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼; AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23

LESS AND EXCEPT THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 27

TOGETHER WITH THE EAST ½; THE EAST ½ OF THE NORTHWEST ¼; AND ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 30, LYING EAST OF THE ST. JOHNS RIVER

TOGETHER WITH ALL OF THAT PART OF THE NORTHEAST ¼ LYING NORTH OF THE ABANDONED FLORIDA EAST COAST RAILROAD; THE NORTHEAST ¼ OF THE NORTHWEST ¼; AND THE SOUTH 13.67 CHAINS OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ LYING NORTH AND EAST OF THE RIVER IN SECTION 31

TOGETHER WITH ALL OF SECTIONS 32, 33, 34 AND 35 LYING NORTH OF THE ABANDONED FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY

LESS AND EXCEPT THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34 LYING NORTH OF THE ABANDONED FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY

ALL OF SECTION 36.

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ATTACHMENT A

TOWNSHIP 20 SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA

ALL OF SECTIONS 1, 12, 13 AND 24

TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA

ALL OF SECTIONS 5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, AND 33

LESS AND EXCEPT THE WEST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼; AND THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ LYING NORTH OF THE SOUTHERLY RAILROAD RIGHT-OF-WAY LINE; AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 30

TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA

ALL OF SECTION 4, 5, 6, 7, 8, 17, 18, 19 AND 20

TOWNSHIP 20 SOUTH, RANGE 34 EAST AND TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; AND TOWNSHIP 21 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

ALL OF SECTIONS 6, 7, 8, 10, 11, 12, 25, 26, 27; A PORTION OF SECTION 13 AND 24 VOLUSIA COUNTY AND A PORTION OF SECTION 37 OF THE PLAT OF INDIAN RIVER PARK SUBDIVISION OF THE BERNARDO SEQUI GRANT RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 34 EAST THENCE N78°15'40"E, A DISTANCE OF 2,203.90 FEET; THENCE S18°04'14"E, A DISTANCE OF 5,203.03 FEET; THENCE S78°28'51"W, A DISTANCE OF 650.12 FEET; THENCE S18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N78°28'51"E, A DISTANCE OF 650.12 FEET; THENCE S18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S78°28'51"W, A DISTANCE OF 1,300.24 FEET; THENCE S18°04'14"E, A DISTANCE OF 5,850.53 FEET; THENCE N78°28'51"E, A DISTANCE OF 1,300.24 FEET; THENCE S18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S78°28'51"W, A DISTANCE OF 1,300.24 FEET; THENCE S18°04'14"E, A DISTANCE OF 1,300.12 FEET; THENCE S78°28'51"W, A DISTANCE OF 1,300.24 FEET; THENCE S18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N78°28'51"E, A DISTANCE OF 2,600.48 FEET; THENCE S18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S78°28'51"W, A DISTANCE OF 21,437.63 FEET TO THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST; THENCE N09°25'57"W, A DISTANCE OF 3,351.19 FEET; THENCE S89°42'37"E, A DISTANCE OF 4,129.52 FEET; THENCE N00°57'50"W, A DISTANCE OF 5,354.01 FEET; THENCE N01°00'59"W, A DISTANCE OF 5,235.95 FEET; THENCE N01°22'29"W, A DISTANCE OF 2,576.62 FEET; THENCE N78°15'40"E, A DISTANCE OF 10,900.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24.

EXHIBIT "B"

Fire Protection Wells:

A. Existing, Figure 2-2:

1. 1F: Section 14 T19S R33E
2. 2F: Section 31 T19S R34E

B. Proposed, Figure 2-2:

1. 3F: Section 11 T18S R33E
2. 4F: Section 28 T18S R33E
3. 5F: Section 31 T18S R33E
4. 6F: Section 1 T19S R33E
5. 7F: Section 11 T19S R33E
6. 8F: Section 20 T19S R33E
7. 9F: Section 19 T19S R34E
8. 10F: Section 26 T19S R33E
9. 11F: Section 8 T20S R34E
10. 12F: Section 12 AI T20S R34E

Retail Wells:

A. Existing, Figure 2-1:

1. 1R: Section 18 T19S R33E

B. Existing, Recently drilled, Figure 2-1:

1. 2R: Section 14 T18S R33E
2. 3R: Section 21 T19S R33E
3. 5R: Section 31 T19S R34E
4. 8R: Section 24 AI T20S R34E

C. Proposed, Figure 2-1:

1. 4R: Section 23 T19S R33E
2. 6R: Section 31 T19S R34E
3. 7R: Section 7 T20S R34E