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VALERIE L. LORD

October 25, 2004

VIA HAND DELIVERY

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:

Attached is a copy of the front page of the Lease Agreement between Miami Corporation and Farmton Water Resources LLC. The unrecorded but executed version was filed with my letter last Friday, October 22, 2004. As indicated in the top right corner, this Lease was recorded in the Official Records of Volusia County on October 20, 2004.

Should you or any members of the staff have any questions in this regard, please do not hesitate to contact me.

Sincerely,

ROSE, SUNDSTROM & BENTLEY



F. Marshall Deterding  
For The Firm

FMD/tms

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

DOCUMENT NUMBER-DATE  
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FPSC-COMMISSION CLERK

## LEASE

THIS LEASE is made and entered into this 15<sup>th</sup> 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