BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Farmton Water Resources LLC to operate a wastewater utility in Volusia and Brevard Counties, Florida	)	DOCKET NO. 110298-SU

APPLICATION FOR ORIGINAL WASTEWATER CERTIFICATE

Applicant, Farmton Water Resources LLC (hereinafter "the Utility", "the Applicant" or "FWR"), by and through its undersigned attorneys, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, files this Application for a certificate to operate a wastewater utility in Volusia and Brevard Counties and in support thereof states:

I.

The Applicant's name and address is:

Farmton Water Resources LLC
1625 Maytown Road
Osteen, Florida 32764

II.

The name and address of the person to contact concerning this Application is:

F. Marshall Deterding
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Phone: (850) 877-6555
Fax: (850) 656-4029

COM ____
APA ____
ECR ____ 5+2 copies of tariffs + 2 large maps also fwd.
GCL ____ 1
RAD ____
SRC ____
ADM ____
OPC ____
CLK ____

III.

Farmton Water Resources LLC is a Limited Liability Corporation incorporated in Delaware on February 26, 2002 and registered to do business in Florida on March 20, 2002.

IV.

Because the Applicant is a Limited Liability Corporation, it has no corporate officers and directors. However, the name and address of the Managing Member is:

Farmton Management LLC
410 North Michigan Avenue
Chicago, IL 60011

V.

The Applicant has not made an election under Internal Revenue Code Section 1362 to be an S Corporation.

VI.

The Applicant has the financial and technical ability to provide wastewater service to the area applied for herein. In Docket No. 021256-WU the Applicant applied for and received certification of a water utility to serve approximately the same territory proposed for wastewater service herein. The Utility has demonstrated ample financial ability in that prior docket and again in this docket to provide the proposed wastewater services to that territory. The Applicant has provided water service to approximately the same territory proposed for wastewater certifi-

cation herein for six years, since the issuance of Order No. PSC-04-0980-FOF-WU authorizing such water service. The Applicant has employed knowledgeable and experienced consultants and agents to oversee the operation of the water utility and will undertake similar recruitment of appropriate experts in construction, operation, maintenance and development of wastewater utilities to serve approximately the same territories which it currently services for water. The Utility will continue to employ operation, maintenance and technical advisory personnel necessary to ensure continued efficient operation of a wastewater utility to the various customers of the utility and to meet the future needs and expanding needs anticipated for wastewater service within the proposed territory.

VII.

The sole member/owner of Applicant is Farmton Management LLC, whose address is:

Farmton Management LLC
410 North Michigan Avenue, Rm. 590
Chicago, IL 60011

VIII.

The Applicant has the technical ability to provide the wastewater service to the proposed territory as applied for herein. The Applicant can provide all types of wastewater service as applied for herein and expansion of that service as and when needed in the most efficient and effective manner.

Ownership or other rights to beneficial use of any facilities, lands, or land rights needed by the Utility in order to provide wastewater service throughout the territory in a most efficient manner possible, will be provided by the related party landowner as and when needed in order to ensure the needs for wastewater services are met in accordance with the Utility's obligations under Florida Statutes, Rules of the Commission, the Utility's tariff, and good Utility management practices.

The Applicant has the appropriate certificates and licenses to operate the existing water supply facilities and will obtain all such certificates and licenses as and when necessary in order to provide wastewater service to the proposed territory. That entity has in the past employed operation maintenance and technical advisory personnel necessary to ensure the efficient provision of potable and non-potable quality water service to the various customers presently served. The Applicant will utilize similar employment and advice in order to ensure the efficient operation of wastewater service to the proposed areas.

The Utility will enter into an agreement with the related party landowner so that the Utility will obtain the long term right to use the necessary properties for Utility purposes. A copy of this 99 year Lease Agreement is attached hereto as **Exhibit "1"**. This Agreement will be executed as soon as PSC approval of this Application is received and the needed locations

for wastewater facilities are determined. The Utility will employ, either through direct employment or through contractual arrangements, those same personnel and hire additional qualified persons as needed in order to provide high quality of wastewater services as additional need for such services arise.

IX.

There is currently a need for wastewater service within the proposed service territory applied for herein. That service consists of immediate wastewater service needed for commercial development in Phase 1 of the Utility's wastewater service area. Phase 2 and 3 will need such wastewater service in the near future. Certification is necessary immediately to allow for immediate planning and construction to meet Phase 1 needs and long term planning for services to Phase 2 and 3, so that such services can be provided efficiently and effectively when needed.

The needs for these various services are throughout the service territory as depicted in the maps including Figure 1 and Figure 2 of **Exhibit "2"**. The Utility has inquired from other Utilities within the area who might be able to provide service to this territory. The City of Titusville has expressed that they have no interest in serving the area and have provided a letter stating that they have no objection to the granting of the Certificate. None of the other local governments have expressed any interest in providing the proposed services and in fact, the

recently approved Comprehensive Plan changes approved by the adjoining counties envision service by the Applicant. The Utility currently operates a water utility under Certificate No. 622-W granted by the Commission, and will continue to meet all water service needs as they arise. Any attempts to obtain wastewater service from any outside source would dramatically increase the cost of providing such service and could quite possibly result in a decrease of the quality of service provided. In addition, the cost of running wastewater mains to the areas in need of wastewater service within the territory, or to the locations where the need for service will be needed in the future, from any other Utility with the ability to provide the quantity needed within the service territory would be extraordinarily high and extremely inefficient given the ability of the Applicant to develop those needed facilities onsite and provide those needed services in conjunction with its provision of water service to the same areas.

In addition to the immediate needs for service as outlined in **Exhibit "2"** hereof, there has been a request for the provision of wastewater to Phases 2, 3, 4 and 5 of the proposed wastewater system development by the related landowner. Facilities will be constructed to meet those needs in accordance with the schedule outlined in Tables 2, 3, 4, 5 and 6 of **Exhibit "2"**.

X.

Through funding and the financial support of its Managing Member, Farmton Management LLC, the Utility will have ample financial backing to ensure the safe, efficient and sufficient provision of wastewater service to the territory applied for herein and the expansion as needed of wastewater facilities in the proposed service area to meet all future needs. Attached hereto as **Exhibit "3",** is a recent balance sheet for the Utility's Managing Member showing that the company has ample capital resources to support the initial funding of the financial needs of the Utility and all future needs as they become known. Also attached as part of **Exhibit "3"** is an affidavit from the Managing Member ensuring its financial commitment to the Utility company for all future capital requirements. The Managing Member and the Utility have access to all resources needed to fund the capital and long-term financial needs of the Utility.

XI.

The related landowner has for over 80 years owned the property and overseen the water resources within the property which is the current water service territory, and by this Application will become the wastewater service territory of FWR. The related landowner has vast experience in water and utility management through its silva cultural/agricultural oversight and has been a leader in water conservation measures and innovative

resource management techniques for use of non-potable water. The Utility now has over 6 years experience in planning, permitting, operation, maintenance and management of a utility system for the territory. In the future, the Utility management will continue to be actively involved in water resource issues on behalf of the Utility and/or the property owner. Upon certification, FWR will immediately work on planning toward the provision of the wastewater service to all anticipated needs within its proposed service territory in conjunction with the water services presently provided. Certification of the Utility by the Commission will allow the Applicant to utilize the lowest quality water that is fit for the purpose intended in accordance with the state water policy and to properly plan for and manage the water resources of the area for the benefit of all needs within the proposed territory, as well as to meet the wastewater service needs as they arise within the proposed territory.

XII.

There is need for wastewater service throughout the proposed service territory applied for herein.

As noted in this Application, there are plans for development of both residential and commercial properties within the proposed territory that will require central wastewater service. These consist of over 2300 single family homes and at least 1.25 million square feet of commercial space within Brevard County.

That area is planned for development at a later date than that proposed for service to Phase 1 as outlined herein.

The areas proposed for service and the methods by which they will be served are outlined in more detail throughout **Exhibit "2"** and in the maps contained in Figures 2 through 7 of **Exhibit "2."**

In order to ensure the orderly planning and growth of development within the proposed service territory and to ensure the most efficient provision of wastewater services, the Utility needs to obtain certification now in order to enable FWR to plan to meet the wastewater needs within the proposed territory in the public interest.

XIII.

There are no other Utilities within the area who are currently able to provide the wastewater services proposed by Applicant, FWR, or who could potentially provide such service. The Applicant has reviewed local plants and facilities and found no other existing entity in a position to provide such service. FWR is in a far better position to coordinate the orderly growth of such services as and when needed than any other alternative provider could possibly be based upon this close-working relationship with the related party landowner, and its operation of the central water utility in the same service area.

XIV.

The provision of wastewater service in the proposed service territory, including use of proposed facilities as outlined in this Application, will be consistent with the wastewater sections of the local Comprehensive Plans for both Volusia and Brevard Counties as approved by the Department of Community Affairs.

XV.

The Applicant is currently providing water services to all needs within approximately the same territory proposed for wastewater service herein, and is planning for future needs. The Applicant plans to begin providing wastewater service to all customers within its service territory after obtaining a certificate from the PSC; preparation and filing all necessary development approval by the related landowner; preparation and filing of all needed permits required to construct the needed wastewater facilities. FWR will begin providing wastewater service for compensation immediately after certification and rate approval by the Commission as needs for wastewater service arise. Certification is the first step required in order to plan, permit, construct and provide wastewater service. These steps require certification several years in advance of connecting customers.

XVI.

Attached hereto as Table 2 of **Exhibit "2"** is a statement and table concerning the number of equivalent residential connections proposed to be served by FWR by meter size and customer class.

XVII.

Also included in Table 1 of **Exhibit "2"** is a description of the type of wastewater customers that Farmton Water Resources anticipates providing service to.

XVIII.

Attached hereto as **Exhibit "1"** is a copy of a 99 year lease which provides for continuance use of the land for treatment facilities to be constructed and owned by the Utility.

XVIV.

Attached hereto as **Exhibit "4"** are the original and two copies of the sample tariff containing all rates, classifications, charges, rules and regulations consistent with Rule 25-9, Florida Administrative Code, which the Applicant herein intends to utilize in providing wastewater service.

XX.

Under Appendix B of **Exhibit "2"** is a description of the territory proposed for inclusion in the Utility's certificated service area using township range and section references. This description is in compliance with Rule 25-30.033(1) and 25-30.030(2), F.A.C.

The existing water service territory previously approved by the Commission by Order No. PSC-04-0980-FOF-WU in Docket No. 021256-WU differs slightly from the description of the proposed wastewater territory, as outlined herein. These differences arose from the fact that the related party landowner has acquired numerous additional parcels of land and agreed to utility service being provided by other sources in a few areas in the intervening six years since the water certificate was granted. Upon completion of this wastewater certification, the Utility intends to file a Certificate Amendment Application in order to correct the water service territory to match that granted to the Utility as its wastewater service territory in the instant case.

XXI.

Attached hereto as Figures 3, 4, 6 and 7 of **Exhibit "2"** are detailed system maps showing the proposed lines and treatment facilities within the Phase 1 system. These maps are of sufficient scale and detail to enable correlation with the description of territory proposed to be served and the maps of that territory contained in Appendix B of **Exhibit "2."**

XXII.

Attached hereto as **Exhibit "5"** is a copy of a map showing the township range and section references with the proposed service territory plotted thereon. Because the proposed territory described herein encompasses many square miles, it is not

reasonably possible to utilize a map of a scale of 1" = 200 ft., or 1" = 400 ft. as proposed under Subsection (n) of Rule 25-30.033, Florida Administrative Code. A map of that scale under these circumstances would not be feasible or readily usable to the Commission in evaluating this Application. Attached as **Exhibit "5"** is a map utilizing much smaller scales (i.e. 1" = 3000'). The Applicant believes **Exhibit "5"** complies with the provisions and intent of Rule 25-30.033(n), F.A.C. To the extent the Commission disagrees with that interpretation, the Applicant requests a waiver of the specific provisions of Rule 25-30.033(n), to the extent that these maps are inconsistent with the Commission's interpretation of that Rule Subsection.

XXIII.

Attached hereto as Tables 4 and 6 of **Exhibit "2"**, are statements regarding the separate capacities of the proposed lines and treatment facilities in terms of ERCs and gallons per day to service the known and anticipated development in the various classes of service. A detailed description of the proposed wastewater facilities, including the type of treatment and effluent disposal are included as part of **Exhibit "2."** The Utility will be constructing a wastewater treatment facility capable of producing reuse water and will utilize reuse as its method of effluent disposal as outlined in **Exhibit "2"**. This reuse water will be sold to any customers requesting such service. To the extent there is any excess reuse water not being

sold to reuse customers, the related party landowner has agreed to take such treated effluent at no cost and dispose of it on a designated spray field until demand for such reuse water sales increases to a level to utilize all reuse water for such sales.

XXIV.

The Utility is just beginning operation and has not yet received its first dollar of revenue and will not receive such revenue until such time as the Florida Public Service Commission approves the appropriate rates and charges for the Utility or it is necessary for the Utility to begin charging for such services in advance of such approval. Therefore, no detailed balance sheet or statement of financial condition or operating statement of the Applicant are available. However, included as Tables 17, 18, 20A and 20B of **Exhibit "2"** is information concerning all of the assets of the Utility to be constructed and utilized in the provision of the various types of wastewater service and operation of maintenance expenses anticipated to be incurred in such operation. Those lists of assets and O & M expenses are prepared in accordance with the provisions of Rule 25-30.115, Florida Administrative Code. As such, Applicant believes that these exhibits comply with the requirements of Rule 25-30.032(1)(r) and (s).

XXV.

Farmton Management LLC, the sole member and manager of the Utility, is the entity which has provided and will continue to

provide funding to the Utility as and when needed to ensure that all needs for capital improvements are met in a timely manner and to ensure the continued provision of safe and efficient wastewater service in the future within the proposed service territory. Attached hereto as **Exhibit "3"** is a balance sheet for Farmton Management LLC and an affidavit of the Managing Member Representative of Farmton Management LLC, assuring the Commission that Farmton Management LLC will fund the capital needs and any operating deficits of the Utility on an as and when needed basis.

XXVI.

Attached as part of **Exhibit "6"** is a cost study including customer projections supporting the proposed rates and charges and service availability charges for wastewater services.

XXVII.

Attached hereto as Schedule B-2 of **Exhibit "6"** are the projected costs of the proposed Phase 1 systems by NARUC account numbers. The related capacity of the Phase 1 system and ERCs in gallons per day is reflected on Schedule B-2 of **Exhibit "6."**

XXVIII.

Attached hereto as Schedule B-9 of **Exhibit "6"** and Tables 20A and 20B of **Exhibit "2"** are the projected operating expenses of the proposed systems by NARUC account numbers when 80% of design capacity of the system is being utilized.

XXIX.

The schedules showing the projected capital structure, including the methods of financing the construction operation of the Utility until the Utility reaches 80% of design capacity of the system is attached hereto as support Schedule A-2 of **Exhibit "6".** To the extent the financing of a construction of operations or operations is beyond the resources of the Utility, Farmton Management LLC the sole member and Managing Member of the Applicant herein, will provide all additional funding as and when needed in order to finance such construction operation of the Utility until it reaches that 80% of design capacity level.

XXX.

Attached hereto as **Exhibit "7"** is an affidavit showing that the Utility has provided notice in accordance with the requirements of Rule 25-30.030, Florida Administrative Code, to all those entitled to such notice. A publication notice in compliance with Rule 25-30.030(7), Florida Administrative Code is due to be published on October 26, 2011. Proof of publication will be provided to the Commission as **Exhibit "8"** immediately after it is received from the newspaper utilized for this purpose. A copy of the appropriate notice has also been provided by regular mail or personal service to each of the customers of the system to be certified. An affidavit of such compliance is attached hereto as **Exhibit "9".**

XXXI.

In accordance with the requirements of Section 367.045(1)(d), Florida Statutes and Rule 25-30.033 and 25-30.020, Florida Administrative Code, enclosed is a check for the filing fee in the amount of $3,000, which is intended to satisfy the requirements of those rules and statutory sections for a system intended to serve more than 4,000 ERCs.

XXXII.

The Applicant herein requests that the Florida Public Service Commission grant the waiver of Rule 25-30.033(1)(n) to the extent such waiver is deemed necessary as requested in Paragraph XXI hereof, and issue a certificate to Farmton Water Resources LLC to provide wastewater service to the territory requested in Volusia and Brevard Counties. In addition, Applicant requests that the Commission in its order granting such a certificate, authorize a collection of the rates proposed herein and implementation of the tariffs as included herein.

Respectfully submitted this 27th day of October, 2011, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

F. MARSHALL DETERDING

farmton\wastewater certificate.app.wpd

LEASE

EXHIBIT "1"

LEASE AGREEMENT

THIS LEASE, is made and entered into this ____ day of _____, 2011, by and between "Swallowtail LLC", a Delaware Limited Liability Corporation; "Farmton Management LLC", a Delaware Limited Liability Corporation; "Miami Corporation," a Delaware Corporation (hereinafter collectively referred to as ("Owner"), and "Farmton Water Resources LLC", a Delaware Limited Liability Corporation (hereinafter referred to as ("Service Company").

RECITALS

WHEREAS, Owner is the owner of certain real property defined herein which may be used for, among other things, the provision of public wastewater services; and,

WHEREAS, Service Company is a Florida Public Service Commission ("PSC") certified utility authorized to provide wastewater service which desires to utilize portions of the Property of owners for the provision of such wastewater services.

NOW, THEREFORE, in consideration of ten dollars ($10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

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

A. "Maintenance Building" - A building to house maintenance equipment, spare parts, and other supplies directly related to the operation and maintenance of Wastewater Facilities.

B. "Property" - The land described in **Exhibit "A."**

C. "Reuse Water" – Water that has been treated to public access reclaimed water standards and is sold or disposed of after treatment at a wastewater treatment facility.

D. "Sites" – Specific areas separately agreed to by Owner and Service Company for the location of Service Company's Wastewater Treatment Facilities, Wastewater Disposal Facilities, Maintenance Buildings, and related facilities pursuant to this Lease.

E. "Wastewater Collection Facilities" - All collection mains, pipes, pumps, valves, and appurtenant facilities used in the transmission of raw wastewater from a wastewater service customer to a treatment facility on the Property.

F. "Wastewater Disposal Facilities" – All plants, tanks, pipes, equipment, ponds, and other appurtenant facilities used in the storage, disposal or distribution of treated wastewater effluent or reuse water located on the Property.

G. "Wastewater Facilities" – All Wastewater Collection Facilities, Wastewater Disposal Facilities, Wastewater Treatment Facilities, and Maintenance Buildings located on the Property.

H. "Wastewater Treatment Facilities" - All plants, tanks, pumps, pipes, equipment, and other appurtenant facilities used in the treatment of raw wastewater, or other purposes, and located on the Property.

The term "Service Company" shall, where applicable, include all officers, directors, employees, agents, contractors and subcontractors of Service Company, in which case all such parties agree to be bound by the applicable provisions of this Lease.

2. PURPOSE AND TERM.

Owner hereby leases to Service Company, and Service Company hereby leases from Owner certain portions of the Property, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years from the date first written above unless sooner terminated as provided herein.

3. RENTS.

As compensation for Service Company's right to utilize the Sites for the Wastewater Treatment Facilities, Wastewater Disposal Facilities, and Maintenance Buildings, and the impact of all Service Company uses of the Property or Sites, Service Company shall pay to Owner an annual rent of _____ ("Annual Rent").

4. ANNUAL RENT ADJUSTMENT.

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 Annual Rent to be paid over the next 3-year period ("Annual Rent Adjustment"). The purpose of renegotiating the Annual Rent is to reflect the increase in the fair value of Sites, the Property, and the impact of the use of the Sites for Wastewater Facilities over the prior 3-year period.

If Service Company and Owner are unable to agree on the Annual Rent Adjustment, 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 Annual Rent to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser, then Service Company and Owner shall each select a qualified appraiser to make the calculations, and the average of the two appraisers' calculated increase 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. The cost of the appraiser or appraisers shall be borne by Service Company.

Notwithstanding the calculations of the appraiser or appraisers, or anything contained

herein, under no circumstances shall the Annual Rent Adjustment result in an Annual Rent below the amount of the Annual Rent in effect at the time of the Annual Rent Adjustment, or below the then existing Annual Rent, adjusted for 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 Annual Rent Adjustment.

5. ADDITIONAL ANNUAL RENT ADJUSTMENT.

If at any time during the term of this Lease the Owner reasonably believes a diminution in value of the Property has occurred or is occurring as a result of the activities of Service Company hereunder, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the Annual Rent to compensate Owner for the diminution in value. The basis for this additional Annual Rent adjustment shall include, but not be limited to, the following:

A. The impact of any change in local, regional, state, or federal rule, ordinance, law, or policy ("Change in Law") directly or indirectly affecting Owner or Service Company's use of the Property;

B. A Change in Law further restricting or requiring changes in land or water uses on or near the Sites; or,

C. Unanticipated impacts on the Property resulting from the Wastewater Facilities, or activities related thereto;

If Owner and Service Company are unable to agree on a renegotiated Annual Rent, 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 to make the necessary calculations, and the average of the two appraisers calculated additional Annual Rent Adjustment shall be binding on the parties.

6. DESCRIPTION OF LEASED PREMISES.

For Service Company's purposes, Owner and Service Company agree to a lease of portions of the Property for installation and use of the Wastewater Facilities. [A description of the Sites is attached hereto as **Exhibit "B."**] Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to Owner's agriculture operations, silviculture operations, residential or commercial facilities, or other activities in areas adjacent to the Sites or Wastewater Facilities.

Service Company shall submit to Owner a copy of any plans and specifications prepared in connection with Wastewater Facilities on any proposed Site. Service Company shall not commence any activities on the Property without first obtaining Owner's prior written approval of such plans and specifications. All construction shall be undertaken with reasonable diligence in a good and workmanlike manner and in compliance with all applicable permits, authorizations, building codes, zoning laws, and all other legal requirements. If Service Company desires an alternative Site size or configuration, authorization for such alternative shall

be in the sole discretion of Owner. In the event any governmental entity or authority regulation requires the size of a Site to exceed that originally agreed to herein, all Sites identified thereafter shall conform to such governmental regulation, and the compensation paid pursuant to this Lease shall increase on a prorata basis, based on additional use of the Property. Compensation shall be adjusted as of the date on which the additional property is required for a Site(s).

Owner grants Service Company the nonexclusive right to utilize portions of the Property for the purposes of wastewater collection, treatment, and effluent/reuse water storage, transport and disposal, and use of all Wastewater Facilities. Such right constitutes a substantial property right granted to Service Company and a substantial basis upon which the Service Company has agreed to pay the Annual Rent established within this Lease.

Service Company's wastewater collection, treatment, effluent/reuse water storage, transport, and disposal shall be for the purpose of providing reuse services within or outside of Service Company's PSC certificated service territory.

7. TITLE MATTERS.

Service Company takes this Lease subject to all liens, encumbrances, easements, restrictions, covenants, zoning laws and regulations affecting and governing the Property. Owner represents that it has good and marketable title to the Property, 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. In the event that the quality of Owner's title in some way materially, adversely affects Service Company's use of a Site, Service Company shall provide written notice of same to Owner. In the event Owner fails to cure in a timely manner, Service Company shall be entitled to move the Site at Owner's expense.

Owner shall have the right, at any time, to subject its interest in the Property to any one or more mortgages on Owner's interest therein, and to renew, modify, extend or refinance any such mortgage. This Lease shall at all times be subordinate to any such mortgage. The foregoing provisions shall be self-operative and no further instrument of subordination shall be required. However, if confirmation of such subordination is necessary, Service Company shall promptly execute, without charge, any certificate that Owner or mortgagee may request.

Throughout the term of this Lease, Service Company shall not suffer or permit any liens to stand against the Property by reason of any work, labor, services or materials done for, or supplied to Service Company. If any such lien shall at any time be filed, Service Company shall cause the same to be discharged of record within twenty (20) days after the date of filing same, by payment, bond or otherwise. If Service Company fails to discharge any such lien within such period, then, in addition to any other right or remedy, Owner may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bonding, and/or Owner shall be entitled, if Owner so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Any amount paid or deposited by Owner for any of the aforesaid purposes, and all attorney's fees and other expenses of Owner in defending any such action or in procuring the discharge of such lien, together with interest thereon at the statutory rate from the date of payment or deposit, shall become due and payable

forthwith by Service Company. Service Company's failure to discharge any lien within twenty days shall constitute a default under this Lease. Service Company's failure to pay all amounts due Owner under the provisions of this section when due shall constitute a default hereunder.

8. PERMITS.

Prior to constructing or operating any Wastewater Facilities on the Sites or Wastewater Collection Facilities on the Property, or receiving payment for subsequent treatment of wastewater or sale of reuse water, Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, PSC, county or State governments, U.S. Army Corp of Engineers, USEPA, and the Florida Department of Environmental Protection (DEP). Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any permit application.

Service Company shall operate and maintain all Wastewater Facilities on the Property in a safe, efficient and sufficient manner and in compliance with any and all federal, State, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and programs deemed necessary by regulatory authorities and industry standards. The Wastewater Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Wastewater Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Wastewater Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

9. USE OF SITES.

The Sites shall be used for the sole purpose of the operation of the Wastewater Treatment Facilities, Wastewater Disposal Facilities, Maintenance Buildings, and supplying wastewater and reuse services to Owner or third parties.

If, after installation of the Wastewater Facilities, Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Wastewater Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company agrees to refrain, and to prevent its employees, invitees, agents, and contractors from bringing any hazardous materials onto the Property, except for cleaning fluids in de minimis quantities, chlorine for wastewater treatment and diesel fuel for emergency power generation. All such materials shall be stored in proper containers and in compliance with all legal requirements. Service Company covenants and agrees to indemnify, defend and hold Owner harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any hazardous materials in, on or about the Property at any time during the term of the Lease, or resulting from the acts or omissions of Service Company or its respective employees, agents or

contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs. The term hazardous materials shall mean any hazardous or toxic substances, materials, wastes, pollutants and the like which are defined as such in, and/or regulated by, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), or Chapter 403 Florida Statutes, any other legal requirement presently in effect or hereafter enacted relating to environmental matters.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of its Wastewater Facilities on the Property.

10. UNUSEABLE WASTEWATER FACILITIES.

If any Wastewater Facilities become unusable, upon written notice by Service Company to Owner, the Site upon which the unusable facility is located shall no longer be subject to the terms of this Lease, as of the date the Site is taken out of service and all necessary abandonment, reconditioning, and cleanup work is completed. In such event, in Owner's sole discretion, Service Company shall: (i) properly abandon the Wastewater Facilities on the Site, at Service Company's expense, in accordance with applicable DEP, USEPA requirements and other applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or abandonment of such facilities; and remove all Wastewater Facilities on the Site; or, (ii) convey all or a portion of the Wastewater Facilities to Owner. Upon the abandonment of any Wastewater Facilities, or the removal of Wastewater Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Sites suitability to serve as a Site for Wastewater Facilities or any changes in the quality or quantity of such wastewater or reuse water that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or interruption of the operation of the Wastewater Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

11. MAINTENANCE AND REPAIR.

During the term of this Lease Service Company shall be responsible for the continuous operation and maintenance of the Wastewater Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites and Wastewater Facilities in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance programs for the Wastewater Facilities and shall staff the Wastewater Facilities with the appropriate number of

certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing) and the Wastewater Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by its DEP, USEPA, and other applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and analysis for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all permits and regulations.

All Wastewater Facilities 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 respond to any emergencies during or after regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur, Service Company shall act promptly to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, promptly following such event.

12. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Wastewater Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites from the closest power source. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

13. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, 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 Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads or access-ways other than county or state roads, Service Company shall so notify Owner and Owner shall make reasonable efforts to specify existing roads or access-ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease, but Owner shall have no affirmative obligation to improve, maintain, or repair any such road or access-way for use by Service Company.

Any roads or access-ways used by Service Company shall be used by Service Company at its own risk, 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 upon termination of this Lease.

14. LOCKS, GATES, FENCES.

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 place no new locks on Owner's gates without the prior written 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 of Service Company with a copy to Owner .

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 activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repairs.

15. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on the Property. 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 the Property by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on the Property. Service Company will at no time cause any fires to be set on the property unless prior written consent of Owner has been obtained. 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 violate the provisions of this paragraph, Owner shall be entitled to ban such person or persons from the Property. 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 Site to view the condition thereof, to obtain water, wastewater, or reuse water samples for water quality testing, and to observe Service Company's operations thereon.

17. TAXES.

This Lease is an absolutely net lease. All amounts payable hereunder to or on behalf of Owner shall be paid without notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Property and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company

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

Owner may require Service Company to pay all real estate taxes, tangible personal property taxes, intangible personal property taxes, and assessments of any kind, and all increases in such taxes on the Sites leased hereunder, and any Wastewater Facilities constructed, owned, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter. If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

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, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, 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. INSURANCE.

Service Company shall obtain and keep in force, during the term of this Lease, insurance as set forth in **Exhibit "C"** attached hereto. 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.

19. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnities herein referred to as "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 the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Wastewater Facilities, or any

activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or governmental regulation applicable to Service Company, its agents or contractors use or occupancy of any Site or Wastewater Facilities.

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 this Lease.

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.

20. DEFAULT.

A. The occurrence of one or more of the following constitutes an event of default by Service Company:

(1) The failure of Service Company to perform any obligation for the payment of money when due;

(2) 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, for more than twenty (20) days after notice thereof shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within twenty (20) days, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of twenty (20) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after notice of such default shall have been given to Service Company;

(3) Breach by Service Company of the obligations set forth in Section 15 without any notice, grace, or curative period;

(4) 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;

(5) Assignment of Service Company's property for the benefit of creditors is made;

(6) 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 receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;

(7) Service Company's interest in the Sites or Wastewater Facilities are 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; or,

(8) Service Company abandons the Property.

B. 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.

C. 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.

21. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder without the express written consent of Owner. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written notice to Service Company.

22. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service. For the purpose of this Lease the addressees of the party are as follows:

Owner:	Service Company:
Miami Corporation and Swallowtail LLC Farmton Management LLC Attn: Barbra Goering 410 N. Michigan Avenue, Room 590 Chicago, IL 606111	Farmton Water Resources LLC Attn: Michael A. Brown 1625 Maytown Road Osteen, FL 32764

Notice given by certified mail shall be deemed received when the Return Receipt is signed for. 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.

23. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

24. 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.

25. 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.

26. REMEDIES.

A. In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (i) terminate this Agreement by written notice delivered to the other party and pursue all remedies available at law or in equity; (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the default and proceed as contemplated herein.

B. Upon the occurrence of an event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (a) re-enter and repossess the Property, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (b) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of the Real Estate by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written notice of such intention be given to Service Company.

C. If Service Company breaches any of its obligations under this Lease, and the same

shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf and the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

D. In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

27. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof by Owner 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.

28. EMINENT DOMAIN

If during the term of this Lease, all or substantially all of the Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate and all right, title and interest of Service Company hereunder shall cease on the date of vesting of title pursuant to such eminent domain proceeding, and all rents and other sums payable by Service Company hereunder, shall be prorated to the date of such vesting. The net award from such taking shall mean all amounts payable as a result of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and other reasonable expenses for such proceeding incurred by Owner plus all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) made in settlement of, or under threat of any condemnation or other eminent domain proceeding affecting the Property, less all attorney's fees and reasonable expenses incurred as a result thereof. Service Company shall be entitled to a portion of the net award equal to the then net book value of Service Company's interest in the improvements.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an

escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

29. SURRENDER OF POSSESSION

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (i) sole ownership of the Sites, Wastewater Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any kind; or (ii) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Wastewater Facilities from the Property, and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Property to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner hereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (a) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (b) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The parties further acknowledge and agree Owner will have very limited ability to mitigate damages in the event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Property, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

[Remainder of page intentionally left blank]

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:

Swallowtail LLC ("Owner")

_____

By: _____
Its: "Manager"

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, Manager of Swallowtail LLC who is personally well known to me individually and in the capacities aforesaid or has produced _____ as identification.

_____
Notary Public

Signed, Sealed and Delivered
in the Presence of:

Miami Corporation ("Owner")

_____

By: _____
Its: "_____"

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, _____of Miami Corporation who is personally well known to me individually and in the capacities aforesaid or has produced _____ as identification.

Signed, Sealed and Delivered
in the Presence of:

Farmton Management LLC
("Owner")

_____

By: _____
Its: _____

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, _____of Farmton Management LLC, who is personally well known to me individually and in the capacities aforesaid or has produced _____ as identification.

_____
Notary Public

Signed, Sealed and Delivered
in the Presence of:

Farmton Water Resources LLC
("Service Company")

_____

By: _____
Its: "Manager"

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, _____ of Farmton Water Resources LLC who is personally well known to me individually and in the capacities aforesaid or has produced _____ as identification.

_____
Notary Public

BALANCE SHEET AND AFFIDAVIT

EXHIBIT "3"

FARMTON MANAGEMENT LLC

BALANCE SHEET

OCTOBER 24, 2011

NET ASSETS:		
Cash and interest bearing bank deposits	$	805,887.26
Investments - Farmton Water Resources LLC		3,619,035.76
Accounts receivable		231,658.01
Land		164,854.63
Timber		13,164.12
TOTAL NET ASSETS	$	4,834,599.78
CAPITAL		
Additional paid-in capital	$	5,154,913.70
Retained earnings		(320,313.92)
TOTAL CAPITAL	$	4,834,599.78

AFFIDAVIT

I, John Rau, am President of Miami Corporation. Miami Corporation is the primary and managing member of Farmton Management LLC. In that capacity, I am filing this Affidavit to state Miami Corporation wishes to assure the Florida Public Service Commission that it stands ready and intends to provide any reasonable and necessary infusion of capital to Farmton Management LLC as and when that additional capital is necessary, in order to allow that entity to provide any reasonable and necessary funding to Farmton Water Resources LLC in order to operate the Utility systems proposed.

BG

John Rau
Position: President
Miami Corporation

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24 day of October, 2011, by John Rau, who is personally known to me or who has produced _____ as identification.

Print Name BARBRA GOERING
Notary Public
State of ILLINOIS at Large
My Commission Expires:

OFFICIAL SEAL
BARBRA GOERING
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/24/2015

farmton\3financial.aff

PROPOSED TARIFF SHEETS
(Original and 2 Copies)

EXHIBIT "4"

WASTEWATER TARIFF

FARMTON WATER RESOURCES LLC
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

FARMTON WATER RESOURCES LLC
NAME OF COMPANY

1625 Maytown Road, Osteen, Florida 32764
(ADDRESS OF COMPANY)

407/322-5693
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

WASTEWATER TARIFF

TABLE OF CONTENTS

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Volusia and Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
PSC-04-0980-FOF-WU	10/08/2004	021256-WU	Original Water Certificate Original Wastewater Certificate

(Continued to Sheet No. 3.1)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA
THE EAST ½ OF SECTIONS 15 AND 22
ALL OF SECTIONS 13, 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 ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5

LESS AND EXCEPT THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6

LESS AND EXCEPT THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; AND THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼; AND THE EAST ¾ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST ¾ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼; AND THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼; AND THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7

LESS AND EXCEPT THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼; AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8

LESS AND EXCEPT THE NORTH ½ OF THE NORTHEAST ¼ 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 1486.51 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 1487.87 FEET; THENCE RUN S.00°44'27"E., FOR A DISTANCE OF 253.23 FEET TO THE POINT OF BEGINNING; THENCE 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 1643.36 FEET; THENCE RUN S.00°52'09"E., FOR A DISTANCE OF 1185.77 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 1704.56 FEET; THENCE RUN S.00°20'35"E., FOR A DISTANCE OF 1482.69 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 1916.36 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.

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

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 2099.62 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 2343.64 FEET; THENCE RUN S.01°14'33"E., FOR A DISTANCE OF 1359.09 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 3011.48 FEET; THENCE RUN S.01°14'00"E., FOR A DISTANCE OF 1059.93 FEET TO THE POINT OF BEGINNING; THENCE 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 1325.86 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°30'18"W., FOR A DISTANCE OF 1316.67 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 1047.99 FEET; THENCE RUN N.89°11'44"E., FOR A DISTANCE OF 1816.46 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

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

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED (Continued)

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

THOSE PORTIONS OF SECTIONS 9, 15, 16 AND 21 AND THAT PART OF THE JOSEPH DELESPINE GRANT, SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA EAST COAST RAILROAD RIGHT OF WAY.

A PART OF CAPE ATLANTIC ESTATES, SECTION K-4 AND CAPE ATLANTIC ESTATES, SECTION K-4 FIRST ADDITION, UNRECORDED SUBDIVISIONS IN LOTS 3 AND 4 OF THE WISCONSIN-FLORIDA FRUIT LAND COMPANY SUBDIVISION, RECORDED IN MAP BOOK 2. PAGE 43, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PART OF LOT 6, PABLO FONTAINE GRANT, RECORDED IN DEED BOOK "D", PAGE 525, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALL BEING IN THE JOSEPH DELESPINE GRANT, SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 9 (INTERSTATE NO. 95), WITH THE CENTERLINE OF COUNTY ROAD NO. 5A (STUCKWAY ROAD) AS NOW ESTABLISHED, RUN S.46°46'30"W. ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 5A, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9 THE FOLLOWING COURSES AND DISTANCES; S.43°13'30"E., A DISTANCE OF 100.00 FEET; THENCE N.46°46'30"E., A DISTANCE OF 100.00 FEET; THENCE S.80°09'25"E., A DISTANCE OF 124.82 FEET; THENCE S.27°54'28"E., A DISTANCE OF 470.67 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN S.72°12'58"W., A DISTANCE OF 727.92 FEET TO THE WEST RIGHT OF WAY LINE OF JABEZ ROAD, AN 80 FOOT RIGHT OF WAY; THENCE N.17°46'00"W. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 266.94 FEET; THENCE N.43°13'30"W. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S.46°46'30"W. ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF SAID COUNTY ROAD NO. 5A, A DISTANCE OF 229.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,599.41 FEET AND A CENTRAL ANGLE OF 14°32'09", A CHORD DISTANCE OF 404.68 FEET, AND A CHORD BEARING OF S.54°02'34"W.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY CENTERLINE EXTENSION A DISTANCE OF 405.76 FEET; THENCE DEPARTING SAID CENTERLINE EXTENSION, RUN S.13°57'30"E., A DISTANCE OF 547.24 FEET; THENCE N.76°02'30"E., A DISTANCE OF 421.73 FEET; THENCE S.17°46'00"E., A DISTANCE OF 140.31 FEET; THENCE S.76°02'30"W., A DISTANCE OF 151.05 FEET; THENCE S.13°57'30"E., A DISTANCE OF 350.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 174.35 FEET; THENCE S.17°46'00"E., A DISTANCE OF 278.77 FEET; THENCE N.72°14'00"E., A DISTANCE OF 563.38 FEET; THENCE S.13°57'30"E., A DISTANCE OF 206.60 FEET; THENCE N.76°02'30"E., A DISTANCE OF 430.00 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9; THENCE S.13°57'30"E. ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN S.76°02'30"W., A DISTANCE OF 400.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 20.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 317.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID JABEZ ROAD; THENCE S.17°46'00"E. ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 553.89 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN S.76°02'30"W., A DISTANCE OF 644.78 FEET; THENCE S.13°57'30"E., A DISTANCE OF 430.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 250.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 230.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 250.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 100.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 990.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 390.57 FEET; THENCE N.11°14'36"W., A DISTANCE OF 495.56 FEET; THENCE N.76°02'30"E., A DISTANCE

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED (Continued)

OF 697.09 FEET; THENCE S.13°57'30"E., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 165.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 495.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 330.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 335.79 FEET; THENCE S.11°14'36"E., A DISTANCE OF 147.16 FEET; THENCE S.78°46'46"W., A DISTANCE OF 439.39 FEET; THENCE S.11°14'07"E., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 289.12 FEET; THENCE N.11°13'56"W., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 289.09 FEET; THENCE S.11°13'46"E., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 1445.21 FEET; THENCE S.78°48'07"W. A DISTANCE OF 289.01 FEET; THENCE S.11°13'11"E., A DISTANCE OF 385.00 FEET; THENCE S.78°48'07"W., A DISTANCE OF 371.07 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL (FORMERLY FLORIDA EAST COAST RAILROAD RIGHT OF WAY); THENCE S.37°50'30"W. ACROSS SAID RIGHT OF WAY, A DISTANCE OF 200.00 FEET; THENCE N.52°09'30"W. ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, A DISTANCE OF 2,074.25 FEET; THENCE N.37°50'30"E. ACROSS SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, A DISTANCE OF 200.00 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, RUN N.78°48'07"E., A DISTANCE OF 574.28 FEET; THENCE S.11°12'47"E., A DISTANCE OF 411.40 FEET; THENCE N.78°48'07"E., A DISTANCE OF 578.01 FEET; THENCE N.11°13'00"W., A DISTANCE OF 785.00 FEET; THENCE N.78°48'07"E., A DISTANCE OF 288.98 FEET; THENCE S.11°13'06"E., A DISTANCE OF 373.60 FEET; THENCE N.78°48'07"E., A DISTANCE OF 577.97 FEET; THENCE N.11°13'14"W., A DISTANCE OF 373.60 FEET; THENCE N.78°46'46"E., A DISTANCE OF 2,312.27 FEET; THENCE N.11°14'36"W., A DISTANCE OF 238.49 FEET; THENCE N.76°02'30"E., A DISTANCE OF 150.17 FEET; THENCE N.11°14'36"W., A DISTANCE OF 660.74 FEET; THENCE N.76°02'30"E., A DISTANCE OF 419.41 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 990.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 1,195.40 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9 ; THENCE RUN ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; S.00°56'30"E., A DISTANCE OF 764.19 FEET; THENCE S.20°12'40"W., A DISTANCE OF 223.61 FEET; THENCE S.46°46'30"W., A DISTANCE OF 100.00 FEET; THENCE S.43°13'30"E., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

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, 12, 25, 26 AND A PORTION OF SECTIONS 8, 10, 11, 13, 24 AND 27, OF THE PLAT OF INDIAN RIVER PARK SUBDIVISION OF THE BERNARDO SEGUI GRANT RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 34 EAST THENCE N.78°15'40"E, A DISTANCE OF 2203.90 FEET; THENCE S.18°04'14"E, A DISTANCE OF 5203.03 FEET; THENCE S.78°28'51"W, A DISTANCE OF 650.12 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N.78°28'51"E, A DISTANCE OF 650.12 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 5850.53 FEET; THENCE N.78°28'51"E, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 1300.12 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N.78°28'51"E, A DISTANCE OF 2600.48 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 21,437.63 FEET TO THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST; THENCE N.09°25'57"W, A DISTANCE 3351.19 FEET; THENCE S.89°42'37"E, A DISTANCE OF 4129.52 FEET; THENCE N.00°57'50"W, A DISTANCE OF 5354.01 FEET; THENCE N.01°00'59"W, A DISTANCE OF 5235.95 FEET; THENCE N.01°22'29"W, A DISTANCE OF 2576.62 FEET; THENCE N.78°15'40"E, A DISTANCE OF 10,900.37 FEET TO THE POINT OF BEGINNING.

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Volusia		All	
Brevard		All	

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.

2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.

3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.

5.0 "COMPANY" - The shortened name for the full name of the utility which is FARMTON WATER RESOURCES LLC.

6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.

7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.

8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.

9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.

10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

(Continued to Sheet No. 6.1)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.

21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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 -

RATE -

Meter Size	BASE FACILITY CHARGE
5/8" x 3/4"	$ 30.11
1"	75.28
1 ½"	150.55
2"	240.88
3"	481.76
4"	752.75
6"	1,505.50
Gallonage charge per 1,000 gallons	6.71

MINIMUM CHARGE - As shown above.

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Wastewater Certificate

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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 -

RATE -

Meter Size	BASE FACILITY CHARGE
All meter sizes	$ 30.11

Gallonage charge per 1,000 gallons (Maximum of 10,000 gallons)	6.71

MINIMUM CHARGE - As shown above.

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Wastewater Certificate

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

REUSE

RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For reuse service for all purposes in private residences, individually metered apartment units, and all general service customers.

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

BILLING PERIOD -

RATE -

Meter Size	BASE FACILITY CHARGE
5/8" x 3/4"	$ 5.31
1"	13.28
1 ½"	26.55
2"	42.48
3"	84.96
4"	132.75
6"	265.50
Gallonage charge per 1,000 gallons	1.04

MINIMUM CHARGE - As shown above.

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Original Wastewater Certificate

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	Residential	General Service
5/8" x 3/4"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Original Wastewater Certificate

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	$ 15.00
Normal Reconnection Fee	$ 15.00
Violation Reconnection Fee	$ Actual Cost (1)
Premises Visit Fee (in lieu of disconnection)	$ 10.00

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING - Original Wastewater Certificate

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION NO.	REFER TO SERVICE AVAIL. POLICY AMOUNT	SHEET NO./RULE
Plan Review Charge		$[1]Actual Cost
Wastewater Main Extension Charge		
Residential-per ERC (175 GPD)		$500
All others-per gallon		$
or		
Residential-per lot (__foot frontage)		$
All others-per front foot		$
Wastewater Plant Capacity Charge		
Residential-per ERC (175 GPD)		$975
All others-per gallon		$
Reuse		$350
Reuse Main Extension Charge		
Per ERC - 175 GPD		$140
Reuse Plant Capacity Charge		
Per ERC - 175 GPD		$350
Reuse Meter Installation Fee		
5/8" x 3/4"		$300
Larger than 5/8" x 3/4"		$[1]Actual Cost

[1]Actual Cost is equal to the total cost incurred for services rendered by a Customer.

EFFECTIVE DATE -

TYPE OF FILING - Original Wastewater Certificate

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address_____

_____ City

State Zip

Service Address_____

_____ City

State Zip

Date service should begin_____

Service requested: RS_____ GS_____FPS_____Bulk Raw Water _____

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff.

4. Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.

5. When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require written notice within 30 days prior to the date the Customer desires to terminate service.

_____
Signature

_____
Date

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Farmton Water Resources LLC
1625 Maytown Road
Osteen, Florida 32764

SERVICE FROM		TO			
ACCT					
CURRENT	PREVIOUS	CONSUMPTION	AMOUNT		
				RETURN THIS STUB WITH YOUR REMITTANCE TO	
				ACCT NO.	TOTAL DUE
BILLING DATE		PREVIOUS BALANCE		BILLING DATE	DATE DUE
DUE DATE		TOTAL DUE			

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

NAME OF COMPANY FARMTON WATER RESOURCES LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Retail Wastewater Supply - The Company will be responsible for the construction and ownership of all facilities, including treatment facilities and collection facilities up to the point of delivery of service to the customer. The Company will charge a system capacity charge to recover a portion of the cost of such investment.

MIKE BROWN
ISSUING OFFICER

MANAGER
TITLE

MAPS
(Large Map in Original Only)

2 large maps forwarded to ECR.

EXHIBIT "5"

COST STUDY

EXHIBIT "6"

Farmton Water Resources, LLC

Special Report

Wastewater Original Certificate Application Cost Study

October 17, 2011

Farmton Water Resources, LLC
Original Certificate Application
Special Report

Index

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Proposed Rates and Service Availability Charges

Line No.		Proposed Monthly Rates
1	Wastewater	
2	Residential	
3	Base Facility Charges:	
4	All Meter Sizes	$ 30.11
5	Gallonage charge (maximum of 10,000 gallons)	6.71
6	General Service	
7	Base Facility Charges:	
8	5/8" x 3/4"	30.11
9	1"	75.28
10	1.5"	150.55
11	2"	240.88
12	3"	481.76
13	4"	752.75
14	6"	1,505.50
15	Gallonage charge per 1,000 gallons	6.71
16	Reuse	
17	Base Facility Charges:	
18	5/8" x 3/4"	5.31
19	1"	13.28
20	1.5"	26.55
21	2"	42.48
22	3"	84.96
23	4"	132.75
24	6"	265.50
25	Gallonage charge per 1,000 gallons	1.04
26	Service Availability Charges	
27	Plant Capacity Charge:	
28	Per ERC - 175 gpd	$ 975
29	Main Extension Charge:	$ 500
30	Per ERC - 175 gpd	
31	Reuse Plant	
32	Plant Capacity Charge:	$ 350
33	Per ERC - 175 gpd	
34	Main Extension Charge:	$ 140
35	Per ERC - 175 gpd	
36	Meter Fee:	
37	5/8" x 3/4" (ERT)	$ 300
38	Over 5/8 x 3/4"	Actual Cost

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Proforma Capital Structure and Cost of Capital
When Plant is Operating at 80% of the Designed Capacity of Phase I and
Statement Regarding Financing of Utility Operations

Line No.		Estimated Amount	Percent Ratio	Cost of Each Percent (3)	Weighted Cost
1	Equity (2)	$ 1,326,168	100%	8.74%	8.74%
2	Total	$ 1,326,168	100%		8.74%

Notes: (1) Equity contributions or advances from Related Entities will be made as required by the Utility ownership to finance Utility operations in the initial years of development.

(2) A Proforma capital structure consisting of 100% equity is proposed since all plant construction will be funded by equity.

(3) The cost of equity is based on the current PSC leverage graph.

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Proforma Rate Base, Rate of Return and Operating Income
When Operating at 80% of the Designed Capacity of Phase I

Line No.		Schedule Reference	Proforma Balance
1	Wastewater Plant		
2	Utility Plant in Service	B-2	$ 3,203,295
3	Accumulated Depreciation	B-2	(377,452)
4	Contributions in Aid of Construction (CIAC)	B-7	(1,659,939)
5	Accumulated Amortization of CIAC	B-7	82,278
6			1,248,182
7	Allowance For Working Capital (1)		24,242
8	Proforma Rate Base		$ 1,272,424
9	Proforma Rate of Return	A-2	8.74%
10	Proforma Operating Income	B-8	$ 111,210
11	Reuse Plant		
12	Utility Plant in Service	B-2	$ 1,436,690
13	Accumulated Depreciation	B-2	(98,224)
14	Contributions in Aid of Construction (CIAC)	B-7	(1,357,224)
15	Accumulated Amortization of CIAC	B-7	68,343
			49,585
16	Allowance For Working Capital (1)		4,159
17	Proforma Rate Base		$ 53,744
18	Proforma Rate of Return	A-2	8.74%
19	Proforma Operating Income	B-8	$ 4,697
20	Total Plant		
21	Proforma Rate Base		$ 1,326,168
22	Proforma Rate of Return		8.74%
23	Proforma Operating Income		$ 115,907

24 Notes: (1) Based on 12.5% of O&M expense per Schedule No. B-9.

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Summary of Proposed Utility Plant Cost, Capacities, Accumulated Depreciation and Expense
When Operating at 80% of the Designed Capacity of Phase I

Line No.	NARUC Acct. No.	Description	Estimated Original Cost	PSC Depreciation Rate %	Depreciation Expense	Accumulated Depreciation	Capacities (2) ERC's	Capacities (2) Gallons
1	351	Organization (1)	$ 100,000	2.50	$ 2,500	$ 8,750	571	100,000
2	354	Structures & Improvements	919,050	3.13	28,766	100,682	571	100,000
3	355	Power Generation Equipment	46,618	5.00	2,331	8,158	571	100,000
4	360	Collection Sewer - Force	336,506	3.33	11,206	39,220	571	100,000
5	361	Collection Sewer - Gravity (Contributed)	528,914	2.22	11,742	29,201	571	100,000
6	363	Services to Customers (Contrinuted)	286,559	2.63	7,536	9,704	571	100,000
7	371	Pumping Equipment (Lift Stations)	66,598	5.56	3,703	12,960	571	100,000
8	380	Treatment & Disposal Equipment	769,871	5.56	42,805	149,817	571	100,000
9	381	Plant Sewers	106,557	2.86	3,048	10,666	571	100,000
10	389	Other Plant and Miscellaneous Equipment	42,622	5.56	2,370	8,294	571	100,000
11		Total Wastewater Plant	$ 3,203,295		$ 116,007	$ 377,452	571	100,000
12	366	Reuse Services (Contributed)	315,799	2.50	7,894	10,165	571	100,000
13	367	Reuse Meters & Installations (Contributed)	171,300	5.00	8,565	11,123	571	100,000
14	371	Reuse Pumping Equipment	99,898	5.56	5,554	19,440	571	100,000
15	374	Reuse Distribution Reservoirs	165,162	2.70	4,459	15,608	571	100,000
16	375	Reuse Transmission & Dist. System	94,196	2.33	2,195	7,682	571	100,000
17	375	Reuse Transmission & Dist. System (Contributed)	590,336	2.33	13,755	34,206	571	100,000
18		Total Reuse Plant	$ 1,436,690		$ 42,422	$ 98,224	571	100,000
19		Total Utility Plant In Service	$ 4,639,985		$ 158,429	$ 475,676	571	100,000

Notes:(1) Organization costs are based on the total estimated legal, accounting and engineering costs incurred to obtain an original PSC certificate and initial rates.

(2) Capacities are based on the engineering report of Boyd Environmental, Tables 2,3 & 7, when operating at 80% of designed capacity. Phase I build-out capacity will be 669 Commercial ERC's and .125 mgd. An ERC has been defined as 175 gpd. Expected build-out is estimated to occur by the end of 2017.

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Original Certificate Application
Estimated Total Cost of Proposed Wastewater Utility Plant in Service

Line No.	NARUC Acct. No.	Description	Plant Costs Excl. AFUDC	Conformance & Gen. Requirements, Contingency, Engineering & Permitting (1)	Total Costs Before AFUDC	Phase 1 Percent	Phase 1 AFUDC	Total Plant Costs
1		Wastewater Plant						
2	351	Organization (2)	$ 100,000		$ 100,000			$ 100,000
3	354	Structures & Improvements	690,000	$ 172,500	862,500	40.17%	$ 56,550	919,050
4	355	Power Generation Equipment	35,000	8,750	43,750	2.04%	2,868	46,618
5	360	Collection Sewer - Force	252,640	63,160	315,800	14.71%	20,706	336,506
6	361	Collection Sewer - Gravity (Contributed)	423,131	105,783	528,914			528,914
7	363	Services to Customers (Contributed)	270,014	67,504	337,518			337,518
8	371	Pumping Equipment	50,000	12,500	62,500	2.91%	4,098	66,598
9	380	Treatment & Disposal Equipment	578,000	144,500	722,500	33.65%	47,371	769,871
10	381	Plant Sewers	80,000	20,000	100,000	4.66%	6,557	106,557
11	389	Other Plant and Miscellaneous Equipment	32,000	8,000	40,000	1.86%	2,622	42,622
12		Total Wastewater Plant	2,510,785	602,697	3,113,482	100.00%	140,772	3,254,254
13		Reuse Plant						
14	366	Reuse Services (Contributed)	297,566	74,392	371,958			371,958
15	367	Reuse Meters & Installations (Contributed) (3)	200,700	-	200,700			200,700
16	371	Reuse Pumping Equipment	75,000	18,750	93,750	27.81%	6,147	99,898
17	374	Reuse Distribution Reservoirs	124,000	31,000	155,000	45.97%	10,162	165,162
18	375	Reuse Transmission & Dist. System	70,720	17,680	88,400	26.22%	5,796	94,196
19	375	Reuse Transmission & Dist. System (Contributed)	472,269	118,067	590,336		-	590,336
20		Total Reuse Plant	1,240,255	259,889	1,500,144	100.00%	22,105	1,522,249
21		Total Utility Plant Cost	$ 3,751,040	$ 862,586	$ 4,613,626		$ 162,877	$ 4,776,503

22 Notes: (1) Includes General Requirements 5%, Contingency 10%, and Engineering & Permitting 10%.

23 (2) Organization costs are based on the total estimated legal, accounting and engineering costs incurred to
24 obtain an original PSC certificate and initial rates.

25 (3) Estimated cost of ERT meter and installation ($300) applied to 669 ERC's

Schedule No. B-3

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Original Certificate Application
Calculation of AFUDC Excluding Contributed Property and Organization Costs

Line No.	Month	Estimated Monthly CWIP Increase	Accumulated CWIP Beginning Of Month	Accumulated CWIP End Of Month	Average CWIP Balance	Monthly AFUDC	Total Capitalized
1	Wastewater Plant						
2	1	$ 119,281		$ 119,281	$ 59,641	$ 418	$ 119,699
3	2	119,281	$ 119,699	238,980	179,340	1,257	240,237
4	3	119,281	240,237	359,518	299,878	2,101	361,619
5	4	119,281	361,619	480,900	421,260	2,952	483,852
6	5	119,281	483,852	603,133	543,493	3,808	606,941
7	6	119,281	606,941	726,222	666,582	4,671	730,893
8	7	119,281	730,893	850,174	790,534	5,539	855,713
9	8	119,281	855,713	974,994	915,354	6,414	981,408
10	9	119,281	981,408	1,100,689	1,041,049	7,295	1,107,984
11	10	119,281	1,107,984	1,227,265	1,167,625	8,181	1,235,446
12	11	119,280	1,235,446	1,354,726	1,295,086	9,075	1,363,801
13	12	119,280	1,363,801	1,483,081	1,423,441	9,974	1,493,055
14	13	119,280	1,493,055	1,612,335	1,552,695	10,880	1,623,215
15	14	119,280	1,623,215	1,742,495	1,682,855	11,792	1,754,287
16	15	119,280	1,754,287	1,873,567	1,813,927	12,710	1,886,277
17	16	119,280	1,886,277	2,005,557	1,945,917	13,635	2,019,192
18	17	119,280	2,019,192	2,138,472	2,078,832	14,566	2,153,038
19	18	119,280	2,153,038	2,272,318	2,212,678	15,504	2,287,822
20	TOTAL	2,147,050				140,772	2,287,822
21	Reuse Plant						
22	1	18,731		18,731	9,366	66	18,797
23	2	18,731	18,797	37,528	28,163	197	37,725
24	3	18,731	37,725	56,456	47,091	330	56,786
25	4	18,731	56,786	75,517	66,152	464	75,981
26	5	18,731	75,981	94,712	85,347	598	95,310
27	6	18,731	95,310	114,041	104,676	733	114,774
28	7	18,731	114,774	133,505	124,140	870	134,375
29	8	18,731	134,375	153,106	143,741	1,007	154,113
30	9	18,731	154,113	172,844	163,479	1,145	173,989
31	10	18,731	173,989	192,720	183,355	1,285	194,005
32	11	18,730	194,005	212,735	203,370	1,425	214,160
33	12	18,730	214,160	232,890	223,525	1,566	234,456
34	13	18,730	234,456	253,186	243,821	1,708	254,894
35	14	18,730	254,894	273,624	264,259	1,852	275,476
36	15	18,730	275,476	294,206	284,841	1,996	296,202
37	16	18,730	296,202	314,932	305,567	2,141	317,073
38	17	18,730	317,073	335,803	326,438	2,287	338,090
39	18	18,730	338,090	356,820	347,455	2,435	359,255
40	TOTAL	337,150				22,105	359,255
41		$ 2,484,200				$ 162,877	$ 2,647,077

42 Note: AFUDC is based on the annual rate of return (Schedule No. A-2) discounted to a
43 monthly rate of 0.70068947%

Schedule No. B-4

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Projected Accumulated Depreciation and Expense
When Operating at 80% of the Designed Capacity and Build-out of Phase I

Line No.	NARUC Acct. No.	Description	Estimated Cost	Years to 80% of Capacity (1)	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	Wastewater Plant						
2	351	Organization	$ 100,000	3.5	2.50	$ 8,750	$ 2,500
3	354	Structures & Improvements	919,050	3.5	3.13	100,682	28,766
4	355	Power Generation Equipment	46,618	3.5	5.00	8,158	2,331
5	360	Collection Sewers-Force	336,506	3.5	3.33	39,220	11,206
6	361	Contributed Collection Sewers-Gravity - Year 1	172,825	3.5	2.22	13,429	3,837
7	361	Contributed Collection Sewers-Gravity - Year 2	176,282	2.5	2.22	9,784	3,913
8	361	Contributed Collection Sewers-Gravity - Year 3	179,807	1.5	2.22	5,988	3,992
10	363	Contributed Services to Customers - Year 2	55,860	2.5	2.63	3,673	1,469
11	363	Contributed Services to Customers - Year 3	113,955	1.5	2.63	4,496	2,997
12	363	Contributed Services to Customers - Year 4	116,744	0.5	2.63	1,535	3,070
16	371	Pumping Equipment	66,598	3.5	5.56	12,960	3,703
17	380	Treatment & Disposal Equipment	769,871	3.5	5.56	149,817	42,805
18	381	Plant Sewers	106,557	3.5	2.86	10,666	3,048
19	389	Other Plant and Miscellaneous Equipment	42,622	3.5	5.56	8,294	2,370
20		Total Wastewater Plant	$ 3,203,295			$ 377,452	$ 116,007
21	Reuse Plant						
22	366	Contributed Reuse Services - Year 2	$ 61,560	2.5	2.50	$ 3,848	$ 1,539
23	366	Contributed Reuse Services - Year 3	125,582	1.5	2.50	4,709	3,140
24	366	Contributed Reuse Services - Year 4	128,657	0.5	2.50	1,608	3,216
25	367	Contributed Reuse Meters & Installation - Year 2	34,200	2.5	5.00	4,275	1,710
26	367	Contributed Reuse Meters & Installation - Year 3	68,400	1.5	5.00	5,130	3,420
27	367	Contributed Reuse Meters & Installation - Year 4	68,700	0.5	5.00	1,718	3,435
28	371	Reuse Pumping Equipment	99,898	3.5	5.56	19,440	5,554
29	374	Reuse Distribution Reservoirs	165,162	3.5	2.70	15,608	4,459
30	375	Reuse Transmission & Dist. System	94,196	3.5	2.33	7,682	2,195
31	375	Contributed Reuse Trans.& Dist. System Year 1	192,895	3.5	2.33	15,731	4,494
32	375	Contributed Reuse Trans.& Dist. System Year 2	196,753	2.5	2.33	11,461	4,584
33	375	Contributed Reuse Trans.& Dist. System Year 3	200,688	1.5	2.33	7,014	4,676
34		Total Reuse Plant	$ 1,436,690			$ 98,224	$ 42,422
35		Total Wastewater Utility Plant at 80% Operation Level	$ 4,639,986			$ 475,676	$ 158,429
36	Accumulated Depreciation at Build-Out						
37		Total wastewater utility plant accumulated depreciation at 80% level of operation per above				$ 475,676	
38		Add: One year of depreciation expense per above to reach build-out in year 5				158,429	
39		Depreciation on Contributed Customer Services Year 5 (2)				702	
40		*Depreciation on Contributed Reuse Services Year 5 (2)*				637	
41		Depreciation on Contributed reuse meters Year 5 (2)				735	
42		Total Accumulated Depreciation at Build-out				$ 636,179	

43 Notes: (1) Factored for half year depreciation convention.

44 (2) Calculation of depreciation for Contributed Customer Services and Reuse Services and reuse meters in year 5

		Est. Cost	Years to Build-out	Depr. Rate	Accum. Depr.	Depr. Exp.
47	Contributed Reuse Services to Customers - Year 5	$ 56,159	0.5	2.50	$ 702	$ 1,404
48	Contributed Wastewater Services - Year 5	50,959	0.5	2.50	637	1,274
49	*Contributed reuse meters - 98 x $300 - Year 5*	29,400	0.5	5.00	735	1,470
50	Total Wastewater Utility Plant at 80% Operation Level	4,639,986			475,676	158,429
51	Total Plant at Build-out	$ 4,776,504			$ 477,750	$ 162,577

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out of Phase I
and Statement Regarding Proposed Service Availability Policy

Line No.		Plant Cost	Plant Capacity (ERC's)	Total Cost per ERC	Proposed Capacity Charge per ERC
1	Wastewater Plant				
2	Calculation of proposed plant capacity charge				
3	Invested plant cost per Schedule No. B-2	$ 2,051,316	669	$ 3,066	$ 975
4	Calculation of proposed main extension charge				
5	Invested collection cost per Schedule No. B-2	$ 336,506	669	503	$ 500
6	Reuse Plant				
7	Calculation of proposed reuse capacity charge				
8	Invested reuse plant cost per Schedule No. B-2	$ 265,059	669	396	$ 350
9	Calculation of proposed reuse main extension charge				
10	Invested reuse transmission & distribution. System				
11	per Schedule No. B-2	$ 94,196	669	141	$ 140
12	Reuse meter & installation				
13	Cost of ERT meter & fittings (5/8 x 3/4")				$ 200
14	meter box				20
15	Installation (Outside Plumber)				60
16	Administration				20
17	Total				$ 300
18	CIAC Level at Build-out				
19	Total Utility plant in service per Note 2 on Schedule No. B-5				$ 4,776,503
20	Total Accumulated depreciation per Schedule No. B-5				(636,179)
21	Net Plant				4,140,324
22	Total Wastewater CIAC including reuse CIAC				3,346,251
23	Total Accumulated amortization of CIAC				(248,020)
24	Net CIAC				3,098,231
25	Net Investment				$ 1,042,093
26	Percent CIAC				74.83%
27	Percent Investment				25.17%
28	Total				100.00%

29 Statement Regarding Proposed Service Availability Policy
30 The Company proposes a service availability policy based on plant and reuse capacity and main extension
31 charges as well as developer contribution of the on-site wastewater and reuse transmission and collection
32 mains. This policy is designed to comply with the CIAC Guideline Level in Rule 25-30.580.

Schedule No. B-6

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
CIAC, Accumulated Amortization of CIAC and Annual Amortization
When Operating at 80% of Designed Capacity and Build-out of Phase I

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Factor For Years to 80% of Capacity	Accumulated Amortization at Build-Out	Annual Amortization	Accumulated Amortization at 80% level
1		Wastewater Plant									
2	1	Plant Capacity Charge - plant	-	$ 975	$ -	4.17%	4.5	3.5	$ -	$ -	$ -
3		Main Extension Charge	-	500	-	3.33%	4.5	3.5	-	-	-
4		Contributed On-site Property			172,825	2.36%	4.5	3.5	18,354	4,079	14,275
5	2	Plant Capacity Charge - plant	114	975	111,150	4.17%	3.5	2.5	16,222	4,635	11,587
6		Main Extension Charge	114	500	57,000	3.33%	3.5	2.5	6,643	1,898	4,745
7		Contributed On-site Property			232,142	2.36%	3.5	2.5	19,175	5,479	13,696
8	3	Plant Capacity Charge - plant	228	975	222,300	4.17%	2.5	1.5	23,175	9,270	13,905
9		Main Extension Charge	228	500	114,000	3.33%	2.5	1.5	9,491	3,796	5,694
10		Contributed On-site Property		-	293,761	2.36%	2.5	1.5	17,332	6,933	10,399
11	4	Plant Capacity Charge - plant	229	975	223,275	4.17%	1.5	0.5	13,966	9,311	4,655
12		Main Extension Charge	229	500	116,743	3.33%	1.5	0.5	5,831	3,888	1,944
13		Contributed On-site Property			116,743	2.36%	1.5	0.5	4,133	2,755	1,378
14		CIAC at 80% level of Operation	571		1,659,939					52,044	$ 82,278
15	5	Plant Capacity Charge - plant	98	975	95,550	4.17%	0.5		1,992	3,984	
16		Main Extension Charge	98	500	49,000	3.33%	0.5		816	1,632	
17		Contributed On-site Property	-		50,959	2.36%	0.5		601	1,203	
18			98		195,509					6,819	
19		Total	669		$ 1,855,448				$ 137,731	$ 58,863	

2 Note (1): The composite amortization rate is calculated as follows:

		Capacity Chgs.		Contributed Prop.
21				
22	Total depreciation expense	$ 116,007	Depreciation-Contributed Gravity Mains	$ 11,742
23	Less: depreciation expense - contributed property	(19,278)	*Depreciation- Services to Customers*	7,536
24	depreciation expense - collection sewer- force	(11,206)		
25	Capacity charge depreciation expense	$ 85,523	Contributed System depreciation expense	$ 19,278
26	Total plant excluding contributed property and		Total Contributed Plant	$ 815,473
27	collection sewers- force	$ 2,051,316		
28	Composite capacity charge amortization rate	4.17%	Composite contributed plant amortization rate	2.36%

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
CIAC, Accumulated Amortization of CIAC and Annual Amortization
When Operating at 80% of Designed Capacity and Build-out of Phase I

Line No.	Year	Description	No. of New ERC's	Proposed Charge Per ERC	Total CIAC	Amortization Rate(1)	Factor For Years to Build-out	Factor For Years to 80% of Capacity	Accumulated Amortization at Build-Out	Annual Amortization	Accumulated Amortization at 80% level
1	Reuse Plant										
2	1	Plant Capacity Charge - reuse	-	$ 350	$ -	3.78%	4.5	3.5	$ -	$ -	$ -
3		Reuse Main Extension Charge	-	140	-	2.33%	4.5	3.5	-	-	-
4		Reuse Meter & Installation	-	300	-	5.00%	4.5	3.5	-	-	-
5		Contributed On-site Property			192,895	2.40%	4.5	3.5	20,833	4,629	16,203
6	2	Plant Capacity Charge - reuse	114	350	39,900	3.78%	3.5	2.5	5,279	1,508	3,771
7		Reuse Main Extension Charge	114	140	15,960	2.33%	3.5	2.5	1,302	372	930
8		Reuse Meter & Installation	114	300	34,200	5.00%	3.5	2.5	5,985	1,710	4,275
9		Contributed On-site Property			258,313	2.40%	3.5	2.5	21,698	6,200	15,499
10	3	Plant Capacity Charge - reuse	228	350	79,800	3.78%	2.5	1.5	7,541	3,016	4,525
11		Reuse Main Extension Charge	228	140	31,920	2.33%	2.5	1.5	1,859	744	1,116
12		Reuse Meter & Installation	228	300	68,400	5.00%	2.5	1.5	8,550	3,420	5,130
13		Contributed On-site Property			326,270	2.40%	2.5	1.5	19,576	7,830	11,746
14	4	Plant Capacity Charge - reuse	229	350	80,150	3.78%	1.5	0.5	4,545	3,030	1,515
15		Reuse Main Extension Charge	229	140	32,060	2.33%	1.5	0.5	1,120	747	373
16		Reuse Meter & Installation	229	300	68,700	5.00%	1.5	0.5	5,153	3,435	1,718
17		Contributed On-site Property	-		128,656	2.40%	1.5	0.5	4,632	3,088	1,544
18		CIAC at 80% level of Operation	571		1,357,224					39,729	$ 68,343
19	5	Plant Capacity Charge - reuse	98	350	34,300	3.78%	0.5	-	648	1,297	
20		Reuse Main Extension Charge	98	140	13,720	2.33%	0.5	-	160	320	
21		Reuse Meter & Installation	98	300	29,400	5.00%	0.5	-	735	1,470	
22		Contributed On-site Property	-		56,159	2.40%	0.5	-	674	1,348	
23			98		133,579				-	4,435	
24		Total	669		$1,490,803				$ 110,289	$ 83,893	

25 Note (1): The composite amortization rate is calculated as follows:

		Capacity		Contributed
26				
27	Total depreciation expense	$ 45,296	Depreciation- Contributed Reuse Services	$ 9,299
28	Less: depreciation expense - contributed property & meters	(21,529)	Depreciation- Contributed Reuse Trans. & Dist.	13,754
29	depreciation expense - transmission & dist. system	(13,754)		
30	System depreciation expense	$ 10,013	Contributed System depreciation expense	$ 23,053
31	Total plant excluding contributed property and invested		Total Contributed Plant	$ 962,294
32	transmission & distribution system	$ 265,060		
33	Composite capacity charge amortization rate	3.78%	Composite contributed plant amortization rate	2.40%

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Constructed Statement of Operations
When Operating at 80% of the Designed Capacity of Phase I

Line No.		Estimated Amount	Proforma Adjustments		Proforma Amount	Schedule Reference
1	Wastewater System					
2	Operating Revenue		$ 451,108	(A)	$ 451,108	
3	Operating Expenses:					
4	O&M expense	$ 193,932			193,932	B-9
5	Depreciation	116,007			116,007	B-5
6	Amortization of CIAC	(52,044)			(52,044)	B-7
7	Taxes other than income	61,704	20,299	(B)	82,003	B-10
8		319,599	20,299		339,898	
9	Operating Income (loss)	$ (319,599)	$ 430,809		$ 111,210	
10	Rate Base	$ 1,272,424			$ 1,272,424	B-1
11	Rate of Return	-25.12%			8.74%	A-2
12	Proforma Adjustments:					
13	(A) Total revenue requested to realize a 8.74% rate of return				$ 451,108	
14	(B) Taxes Other than Income					
15	Regulatory assessment fees (RAF's):					
16	Total revenue requested				$ 451,108	
17	RAF rate				4.50%	
18	Regulatory Assessment Fees				$ 20,299	

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Constructed Statement of Operations
When Operating at 80% of the Designed Capacity of Phase I

Line No.		Estimated Amount	Proforma Adjustments		Proforma Amount	Schedule Reference
1	Reuse System					
2	Operating Revenue		$ 74,201	(A)	$ 74,201	
3	Operating Expenses:					
4	O&M expense	$ 33,271			33,271	B-9
5	Depreciation	42,422			42,422	B-5
6	Amortization of CIAC	(39,729)			(39,729)	B-7
7	Taxes other than income	30,201	3,339	(B)	33,540	B-10
8		66,165	3,339		69,504	
9	Operating Income (loss)	$ (66,165)	$ 70,862		$ 4,697	
10	Rate Base	$ 53,744			$ 53,744	B-1
11	Rate of Return	-123.11%			8.74%	A-2
12	Proforma Adjustments:					
13	(A) Total revenue requested to realize a 8.82% rate of return				$ 74,201	
14	(B) Taxes Other than Income					
15	Regulatory assessment fees (RAF's):					
16	Total revenue requested				$ 74,201	
17	RAF rate				4.50%	
18	Regulatory Assessment Fees				$ 3,339	

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Detail of Proforma O&M Expenses and
Engineer's Estimate of Plant Operating Expenses
When Operating at 80% of the Designed Capacity of Phase I

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	Wastwater Plant		
2	711	Sludge Removal (1)	$ 26,593
3	715	Purchased Power (1)	24,931
4	718	Chemicals (1)	10,803
5	720	Materials and Supplies (1)	2,493
6		Contractual Services:	
7	731	Engineering	1,500
8	732	Outside Accounting - Annual Report, RAF Return, Index	
9		Adjustments, and Tax Returns	3,000
10	733	Legal	1,500
11	734	Management Fees (Accounting, Customer Accounts,	
12		Billing, Management)	15,000
13	735	Testing (1)	13,146
14	736	Plant Contract Operator	74,909
15	741	Rental of Building/Real property (1) (2)	4,916
16	750	Transportation Expense (1)	3,324
17	755	Insurance - Property, Casualty & Liability	6,000
18	775	Miscellaneous (1)	5,817
19		Total estimated O&M expense	$ 193,932
20	Reuse Plant		
21	715	Purchased Power (1)	$ 6,648
22	720	Materials and Supplies (1)	1,662
23		Contractual Services:	
24	735	Testing (1)	6,659
25	736	Plant Contract Operator	12,485
26	750	Transportation Expense (1)	2,493
27	775	Miscellaneous (1)	3,324
28		Total estimated O&M expense	$ 33,271

29 (1) Per engineering estimate of Boyd Environmental Tables 20A & 20B. Other costs
30 were estimated by Carlstedt, Jackson, Nixon, and Wilson, CPA's, based on
31 their experience with costs for similar sized utilities.

32 (2) Calculation of Land Lease Payments

33	Cost Per Acre	$ 7,500
34	No. of Acres	7.5
35	Market Value	56,250
36	Rate of Return	8.74
37	Annual Lease Payment	$ 4,916

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Projected Taxes Other Than Income Taxes

Line No.	Description	Cost	Millage Rate	Projected Tax
1	Wastewater Plant			
2	Tangible Personal Property (Excluding Organization)			
3	Total projected cost	$ 3,103,295		
4	Accumulated depreciation when operating at 80%			
5	of the designed capacity of Phase I	(368,702)		
6	Estimated taxable value	$ 2,734,593	0.022564	$ 61,704
7	Reuse Plant			
8	Tangible Personal Property (Excluding Organization)			
9	Total projected cost	$ 1,436,690		
10	Accumulated depreciation when operating at 80%			
11	of the designed capacity of Phase I	(98,224)		
12	Estimated taxable value	$ 1,338,466	0.022564	$ 30,201

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Rate Computation

Line No.		Total	Percent Allocation BFC	Percent Allocation Gallonage	Rate Component BFC	Rate Component Gallonage
1	Wastwater Plant					
2	Operation & Maintenance (O&M):					
3	Sludge Removal	$ 26,593	50.00%	50.00%	13,297	13,297
4	Purchased Power	24,931	50.00%	50.00%	12,466	12,466
5	Chemicals	10,803	50.00%	50.00%	5,402	5,402
6	Materials & Supplies	2,493	50.00%	50.00%	1,247	1,247
7	Contractual Services:					
8	Engineering	1,500	50.00%	50.00%	750	750
9	Outside Accounting - Annual Report, RAF Return,					
10	Index Adjustments & Tax Returns	3,000	50.00%	50.00%	1,500	1,500
11	Legal	1,500	50.00%	50.00%	750	750
12	Management Fees (Accounting, Customer					
13	Accounts, Billing, Management)	15,000	50.00%	50.00%	7,500	7,500
14	Testing	13,146	50.00%	50.00%	6,573	6,573
15	Plant Maintenance	74,909	50.00%	50.00%	37,455	37,455
16	Rental of Building/Real property	4,916	50.00%	50.00%	2,458	2,458
17	Transportation Expense	3,324	50.00%	50.00%	1,662	1,662
18	Insurance - Property, Casualty & Liability	6,000	100.00%	0.00%	6,000	-
19	Miscellaneous	5,817	50.00%	50.00%	2,909	2,909
20	Total Estimated O&M Expenses	193,932				
21	Depreciation Expense - Net	63,963	50.00%	50.00%	31,982	31,982
22	Taxes Other than Income:					
23	Property taxes	61,704	50.00%	50.00%	30,852	30,852
24	Regulatory Assessment Fees	20,299	50.00%	50.00%	10,149	10,149
25		82,003				
26	Operating Income	111,210	30.00%	70.00%	33,363	77,847
27	Total revenue requested	$ 451,108			$ 206,312	$ 244,796
28	No. of ERC's at 80% level of operation				571	571
29	No of months				12	
30	Annual No. of monthly ERC's / average daily demand per ERC (gpd)				6,852	175
31	Daily average usage at 175 gpd					99,925
32	Days in year					365
33	Estimated annual gallons sold - thousands (1)					36,473
34	Base facility and gallonage charges				$ 30.11	$ 6.71
35	(1) All customers will be general service customers in Phase 1. Therefore no gallonage differential is requested.					

Farmton Water Resources, LLC
Original Certificate Application
Wastewater System
Rate Computation

Line No.		Total	Percent Allocation BFC	Percent Allocation Gallonage	Rate Component BFC	Rate Component Gallonage
1	Reuse Plant					
2	Operation & Maintenance (O&M):					
3	Purchased Power	$ 6,648	0.00%	100.00%	$ -	$ 6,648
4	Materials & Supplies	1,662	50.00%	50.00%	831	831
5	Contractual Services:					
7	Testing	6,659	0.00%	100.00%	-	6,659
8	Plant Maintenance	12,485	100.00%	0.00%	12,485	-
9	Transportation Expense	2,493	50.00%	50.00%	1,247	1,247
10	Miscellaneous	3,324	50.00%	50.00%	1,662	1,662
11	Total Estimated O&M Expenses	33,271			16,225	17,047
12	Depreciation Expense - Net	2,693	100.00%	0.00%	2,693	-
13	Taxes Other than Income:					
14	Property taxes	30,201	50.00%	50.00%	15,101	15,101
15	Regulatory Assessment Fees	3,339	0.00%	100.00%	-	3,339
16		33,540			15,101	18,440
17	Operating Income	4,697	50.00%	50.00%	2,350	2,349
18	Total revenue requested	$ 74,201			$ 36,368	$ 37,835
19	No. of ERC's at 80% level of operation				571	571
20	No. of months				12	
21	Annual No. of monthly ERC's / average daily demand per ERC (gpd)				6,852	175
22	Daily average usage at 175 gpd					99,925
23	Days in year					365
24	Estimated annual gallons sold - thousands					36,473
25	Base facility and gallonage charges				$ 5.31	$ 1.04

UTILITY NOTICING AFFIDAVIT

EXHIBIT "7"

Original Certificate Notice

AFFIDAVIT

I, Tonya Simpson, assistant to F. Marshall Deterding, attorney for Farmton Water Resources LLC, do hereby certify and swear that I have mailed the Notice to all the customers of the Utility and property owners within the territory affected by the proposed wastewater certificate on this 27th day of October, 2011, in accordance with the requirements of PSC Rule 25-30.030, Florida Administrative Code.

Tonya Simpson

STATE OF FLORIDA)
COUNTY OF Leon)

The foregoing instrument was acknowledged before me this 27th day of October, 2011 by Tonya Simpson, who is personally known to me.

Bronwyn S. Revell

Print Name

Notary Public
State of Florida at Large
My Commission Expires:

BRONWYN S. REVELL
MY COMMISSION EXPIRES
April 13, 2014
#DD 968441
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

PROOF OF PUBLICATION NOTICE
(Late-Filed)

EXHIBIT "8"

NOTICING AFFIDAVIT AND NOTICE

EXHIBIT "9"

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TONYA M. SIMPSON who, after being duly sworn on oath, did depose on oath and say that she is the assistant to F. Marshall Deterding, attorney for Farmton Water Resources LLC and that on October 27th, 2011 she did send by regular 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.

Tonya M. Simpson

Tonya M. Simpson

Sworn to and subscribed before me this 27th day of October, 2011, by Tonya M. Simpson who is personally known to me.

Print Name
NOTARY PUBLIC
My Commission Expires:

BRONWYN S. REVELL
MY COMMISSION EXPIRES
April 13, 2014
#DD 966441
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

NOTICE OF APPLICATION FOR AN
INITIAL CERTIFICATE OF AUTHORIZATION FOR WASTEWATER CERTIFICATE
October 26, 2011

Farmton Water Resources LLC, 1625 Maytown Road Osteen, Florida 32764, pursuant to Section 367.045, Florida Statutes, hereby notices its intent to apply to the Florida Public Service Commission for a certificate to provide wastewater service to all or part of the following described property in Volusia and Brevard Counties, Florida:

TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA
THE EAST ½ OF SECTIONS 15 AND 22
ALL OF SECTIONS 13, 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 ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5

LESS AND EXCEPT THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6

LESS AND EXCEPT THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; AND THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼; AND THE EAST ¾ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST ¾ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼; AND THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼; AND THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7

LESS AND EXCEPT THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼; AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8

LESS AND EXCEPT THE NORTH ½ OF THE NORTHEAST ¼ 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 1486.51 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 1487.87 FEET; THENCE RUN S.00°44'27"E., FOR A DISTANCE OF 253.23 FEET TO THE POINT OF BEGINNING; THENCE 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 1643.36 FEET; THENCE RUN S.00°52'09"E., FOR A DISTANCE OF 1185.77 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 1704.56 FEET; THENCE RUN S.00°20'35"E., FOR A DISTANCE OF 1482.69 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 1916.36 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 2099.62 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 2343.64 FEET; THENCE RUN S.01°14'33"E., FOR A DISTANCE OF 1359.09 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 3011.48 FEET; THENCE RUN S.01°14'00"E., FOR A DISTANCE OF 1059.93 FEET TO THE POINT OF BEGINNING; THENCE 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 1325.86 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°30'18"W., FOR A DISTANCE OF 1316.67 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 1047.99 FEET; THENCE RUN N.89°11'44"E., FOR A DISTANCE OF 1816.46 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

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

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

THOSE PORTIONS OF SECTIONS 9, 15, 16 AND 21 AND THAT PART OF THE JOSEPH DELESPINE GRANT, SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA EAST COAST RAILROAD RIGHT OF WAY.

A PART OF CAPE ATLANTIC ESTATES, SECTION K-4 AND CAPE ATLANTIC ESTATES, SECTION K-4 FIRST ADDITION, UNRECORDED SUBDIVISIONS IN LOTS 3 AND 4 OF THE WISCONSIN-FLORIDA FRUIT LAND COMPANY SUBDIVISION, RECORDED IN MAP BOOK 2. PAGE 43, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PART OF LOT 6, PABLO FONTAINE GRANT, RECORDED IN DEED BOOK "D", PAGE 525, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALL BEING IN THE JOSEPH DELESPINE GRANT, SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 9 (INTERSTATE NO. 95), WITH THE CENTERLINE OF COUNTY ROAD NO. 5A (STUCKWAY ROAD) AS NOW ESTABLISHED, RUN S.46°46'30"W. ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 5A, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9 THE FOLLOWING COURSES AND DISTANCES; S.43°13'30"E., A DISTANCE OF 100.00 FEET; THENCE N.46°46'30"E., A DISTANCE OF 100.00 FEET; THENCE S.80°09'25"E., A DISTANCE OF 124.82 FEET; THENCE S.27°54'28"E., A DISTANCE OF 470.67 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN S.72°12'58"W., A DISTANCE OF 727.92 FEET TO THE WEST RIGHT OF WAY LINE OF

JABEZ ROAD, AN 80 FOOT RIGHT OF WAY; THENCE N.17°46'00"W. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 266.94 FEET; THENCE N.43°13'30"W. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S.46°46'30"W. ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF SAID COUNTY ROAD NO. 5A, A DISTANCE OF 229.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,599.41 FEET AND A CENTRAL ANGLE OF 14°32'09", A CHORD DISTANCE OF 404.68 FEET, AND A CHORD BEARING OF S.54°02'34"W.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY CENTERLINE EXTENSION A DISTANCE OF 405.76 FEET; THENCE DEPARTING SAID CENTERLINE EXTENSION, RUN S.13°57'30"E., A DISTANCE OF 547.24 FEET; THENCE N.76°02'30"E., A DISTANCE OF 421.73 FEET; THENCE S.17°46'00"E., A DISTANCE OF 140.31 FEET; THENCE S.76°02'30"W., A DISTANCE OF 151.05 FEET; THENCE S.13°57'30"E., A DISTANCE OF 350.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 174.35 FEET; THENCE S.17°46'00"E., A DISTANCE OF 278.77 FEET; THENCE N.72°14'00"E., A DISTANCE OF 563.38 FEET; THENCE S.13°57'30"E., A DISTANCE OF 206.60 FEET; THENCE N.76°02'30"E., A DISTANCE OF 430.00 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9; THENCE S.13°57'30"E. ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN S.76°02'30"W., A DISTANCE OF 400.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 20.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 317.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID JABEZ ROAD; THENCE S.17°46'00"E. ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 553.89 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN S.76°02'30"W., A DISTANCE OF 644.78 FEET; THENCE S.13°57'30"E., A DISTANCE OF 430.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 250.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 230.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 250.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 100.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 990.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 390.57 FEET; THENCE N.11°14'36"W., A DISTANCE OF 495.56 FEET; THENCE N.76°02'30"E., A DISTANCE OF 697.09 FEET; THENCE S.13°57'30"E., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 165.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 495.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 330.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 335.79 FEET; THENCE S.11°14'36"E., A DISTANCE OF 147.16 FEET; THENCE S.78°46'46"W., A DISTANCE OF 439.39 FEET; THENCE S.11°14'07"E., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 289.12 FEET; THENCE N.11°13'56"W., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 289.09 FEET; THENCE S.11°13'46"E., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 1445.21 FEET; THENCE S.78°48'07"W. A DISTANCE OF 289.01 FEET; THENCE S.11°13'11"E., A DISTANCE OF 385.00 FEET; THENCE S.78°48'07"W., A DISTANCE OF 371.07 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL (FORMERLY FLORIDA EAST COAST RAILROAD RIGHT OF WAY); THENCE S.37°50'30"W. ACROSS SAID RIGHT OF WAY, A DISTANCE OF 200.00 FEET; THENCE N.52°09'30"W. ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, A DISTANCE OF 2,074.25 FEET; THENCE N.37°50'30"E. ACROSS SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, A DISTANCE OF 200.00 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, RUN N.78°48'07"E., A DISTANCE OF 574.28 FEET; THENCE S.11°12'47"E., A DISTANCE OF 411.40 FEET; THENCE N.78°48'07"E., A DISTANCE OF 578.01 FEET; THENCE N.11°13'00"W., A DISTANCE OF 785.00 FEET; THENCE N.78°48'07"E., A DISTANCE OF 288.98 FEET; THENCE S.11°13'06"E., A DISTANCE OF 373.60 FEET; THENCE N.78°48'07"E., A DISTANCE OF 577.97 FEET; THENCE N.11°13'14"W., A DISTANCE OF 373.60 FEET; THENCE N.78°46'46"E., A DISTANCE OF 2,312.27 FEET; THENCE N.11°14'36"W., A DISTANCE OF 238.49 FEET; THENCE N.76°02'30"E., A DISTANCE OF 150.17 FEET; THENCE N.11°14'36"W., A DISTANCE OF 660.74 FEET; THENCE N.76°02'30"E., A DISTANCE OF 419.41 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 990.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 1,195.40 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9 ; THENCE RUN ALONG SAID LIMITED ACCESS RIGHT OF

WAY LINE THE FOLLOWING COURSES AND DISTANCES; S.00°56'30"E., A DISTANCE OF 764.19 FEET; THENCE S.20°12'40"W., A DISTANCE OF 223.61 FEET; THENCE S.46°46'30"W., A DISTANCE OF 100.00 FEET; THENCE S.43°13'30"E., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

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, 12, 25, 26 AND A PORTION OF SECTIONS 8, 10, 11, 13, 24 AND 27, OF THE PLAT OF INDIAN RIVER PARK SUBDIVISION OF THE BERNARDO SEGUI GRANT RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 34 EAST THENCE N.78°15'40"E, A DISTANCE OF 2203.90 FEET; THENCE S.18°04'14"E, A DISTANCE OF 5203.03 FEET; THENCE S.78°28'51"W, A DISTANCE OF 650.12 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N.78°28'51"E, A DISTANCE OF 650.12 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 5850.53 FEET; THENCE N.78°28'51"E, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 1300.12 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N.78°28'51"E, A DISTANCE OF 2600.48 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 21,437.63 FEET TO THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST; THENCE N.09°25'57"W, A DISTANCE 3351.19 FEET; THENCE S.89°42'37"E, A DISTANCE OF 4129.52 FEET; THENCE N.00°57'50"W, A DISTANCE OF 5354.01 FEET; THENCE N.01°00'59"W, A DISTANCE OF 5235.95 FEET; THENCE N.01°22'29"W, A DISTANCE OF 2576.62 FEET; THENCE N.78°15'40"E, A DISTANCE OF 10,900.37 FEET TO THE POINT OF BEGINNING.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of the mailed notice or published notice, whichever is later. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA

MARSHALL WILLIS, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

October 14, 2011

F. Marshall Deterding, Esq.
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, FL 32301

Re: Request for noticing list for Farmton Wastewater Resources in Brevard and Volusia Counties

Dear Mr. Deterding:

Attached is the list of entities that require noticing for a certificate application for Farmton, based upon the legal descriptions provided in your request. From my review, Section 19, Township 19 South, Range 33 East in Volusia County is within one mile of Seminole County, which causes notice to be needed in Seminole County. See Section 25-30.030(2), Florida Administrative Code.

If you have any questions, please contact me.

Sincerely,

Thomas Walden

Thomas Walden,
Engineer Specialist

TW
Attachment

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME	MANAGER
BREVARD COUNTY	
AQUA UTILITIES FLORIDA, INC. (WU879) 2228 CAPITAL CIRCLE N.E., SUITE 1A TALLAHASSEE, FL 32308-4306	TROY RENDELL (850) 575-8500
COLONY PARK UTILITIES, INC. (SU288) 6786 MANGROVE DRIVE MERRITT ISLAND, FL 32953-6849	MICHAEL ABRAMOWITZ (321) 453-1400
EAST CENTRAL FLORIDA SERVICES, INC. (WU643) 4550 DEER PARK ROAD ST. CLOUD, FL 34773	JAMES B. PAYNE (407) 957-6651
FARMTON WATER RESOURCES LLC (WU859) 1625 OSTEEN MAYTOWN ROAD OSTEEN, FL 32764-9632	F. MARSHALL DETERDING (850) 877-6555
NORTHGATE PROPERTIES, INC. (WS172) 3277 FIRST AVENUE MIMS, FL 32754-3134	NANCY EVANS AND KAREN PLANTS (321) 267-0144
SERVICE MANAGEMENT SYSTEMS, INC. (WS571) 826 CREEL STREET MELBOURNE, FL 32935-5992	DENNIS BASILE (321) 751-1200

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME — MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY
P. O. BOX 999
TITUSVILLE, FL 32781-0999

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

EAST CENTRAL FLORIDA PLANNING COUNCIL
631 NORTH WYMORE ROAD, SUITE 100
MAITLAND, FL 32751

MAYOR, CITY OF CAPE CANAVERAL
P. O. BOX 326
CAPE CANAVERAL, FL 32920-0326

MAYOR, CITY OF COCOA
603 BREVARD AVENUE
COCOA, FL 32922-7807

MAYOR, CITY OF COCOA BEACH
UTILITIES DIRECTOR
P. O. BOX 322430
COCOA BEACH, FL 32932-2430

MAYOR, CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DRIVE
INDIAN HARBOUR BEACH, FL 32937-4447

MAYOR, CITY OF MELBOURNE
900 EAST STRAWBRIDGE AVENUE
MELBOURNE, FL 32901-4739

MAYOR, CITY OF PALM BAY
120 MALABAR ROAD, S.E.
PALM BAY, FL 32907-3009

MAYOR, CITY OF ROCKLEDGE
1600 HUNTINGTON LANE
ROCKLEDGE, FL 32955-2617

MAYOR, CITY OF SATELLITE BEACH
565 CASSIA BLVD.
SATELLITE BEACH, FL 32937-3197

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME — MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF TITUSVILLE
P. O. BOX 2806
TITUSVILLE, FL 32781-2806

MAYOR, CITY OF WEST MELBOURNE
2285 MINTON ROAD
WEST MELBOURNE, FL 32904-4916

MAYOR, TOWN OF INDIALANTIC
216 FIFTH AVENUE
INDIALANTIC, FL 32903-3199

MAYOR, TOWN OF MALABAR
2725 MALABAR ROAD
MALABAR, FL 32950-1427

MAYOR, TOWN OF MELBOURNE BEACH
507 OCEAN AVENUE
MELBOURNE BEACH, FL 32951-2523

MAYOR, TOWN OF MELBOURNE VILLAGE
555 HAMMOCK ROAD
MELBOURNE VILLAGE, FL 32904-2513

MAYOR, TOWN OF PALM SHORES
5030 PAUL HURTT LANE
PALM SHORES, FL 32940-7200

ST.JOHNS RIVER WTR.MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME | MANAGER

STATE OFFICIALS

OFFICE OF PUBLIC COUNSEL
111 WEST MADISON STREET
SUITE 812
TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME	MANAGER
SEMINOLE COUNTY	
AQUA UTILITIES FLORIDA, INC. (WS886) 2228 CAPITAL CIRCLE N.E., SUITE 1A TALLAHASSEE, FL 32308-4306	TROY RENDELL (850) 575-8500
CWS COMMUNITIES LP D/B/A PALM VALLEY UTILITIES (WS832) 3700 PALM VALLEY CIRCLE OVIEDO, FL 32765-4904	SANDY SEYFFART (407) 365-6651
SANLANDO UTILITIES CORPORATION (WS397) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
UTILITIES, INC. OF FLORIDA (WS251) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
UTILITIES, INC. OF LONGWOOD (SU761) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359

LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME MANAGER

GOVERNMENTAL AGENCIES

CITY MANAGER, CITY OF CASSELBERRY
95 TRIPLET LAKE DRIVE
CASSELBERRY, FL 32707-3399

CLERK, BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY
1101 EAST 1ST STREET
SANFORD, FL 32771-1468

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

EAST CENTRAL FLORIDA PLANNING COUNCIL
631 NORTH WYMORE ROAD, SUITE 100
MAITLAND, FL 32751

MAYOR, CITY OF ALTAMONTE SPRINGS
225 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FL 32701-3693

MAYOR, CITY OF LAKE MARY
P. O. BOX 958445
LAKE MARY, FL 32795-8445

MAYOR, CITY OF LONGWOOD
175 WEST WARREN AVENUE
LONGWOOD, FL 32750-4107

MAYOR, CITY OF OVIEDO
400 ALEXANDRIA BLVD.
OVIEDO, FL 32765-6770

MAYOR, CITY OF SANFORD
P. O. BOX 1788
SANFORD, FL 32772-1788

MAYOR, CITY OF WINTER SPRINGS
1126 EAST S. R. 434
WINTER SPRINGS, FL 32708-2715

ST.JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME | MANAGER

STATE OFFICIALS

OFFICE OF PUBLIC COUNSEL
111 WEST MADISON STREET
SUITE 812
TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME	MANAGER
VOLUSIA COUNTY	
AQUA UTILITIES FLORIDA, INC. (WS887) 2228 CAPITAL CIRCLE N.E., SUITE 1A TALLAHASSEE, FL 32308-4306	TROY RENDELL (850) 575-8500
D & E WATER RESOURCES, L.L.C. (WS905) ONE CONCOURSE PARKWAY, SUITE 755 ATLANTA, GA 30328-6128	D. BRUCE MAY, JR. (850) 224-7000
FARMTON WATER RESOURCES LLC (WU859) 1625 OSTEEN MAYTOWN ROAD OSTEEN, FL 32764-9632	F. MARSHALL DETERDING (850) 877-6555
NORTH PENINSULA UTILITIES CORPORATION (SU615) P. O. BOX 2803 ORMOND BEACH, FL 32175-2803	ROBERT HILLMAN (386) 677-6127
PLANTATION BAY UTILITY CO. (WS479) 2379 BEVILLE ROAD DAYTONA BEACH, FL 32119-8720	DOUG ROSS (386) 437-9185
TYMBER CREEK UTILITIES, INCORPORATED (WS246) 1951 WEST GRANADA BLVD. ORMOND BEACH, FL 32174-6740	J. STANLEY SHIRAH (386) 672-9815

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME MANAGER

GOVERNMENTAL AGENCIES

COUNTY MANAGER/CLERK, VOLUSIA COUNTY
123 WEST INDIANA AVENUE
DELAND, FL 32720-4612

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

EAST CENTRAL FLORIDA PLANNING COUNCIL
631 NORTH WYMORE ROAD, SUITE 100
MAITLAND, FL 32751

MAYOR, CITY OF DAYTONA BEACH
P. O. BOX 2451
DAYTONA BEACH, FL 32115-2451

MAYOR, CITY OF DAYTONA BEACH SHORES
3050 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118-6159

MAYOR, CITY OF DELAND
% CITY HALL
120 SOUTH FLORIDA AVENUE
DELAND, FL 32720-5422

MAYOR, CITY OF DELTONA
DELTONA MUNICIPAL COMPLEX
2345 PROVIDENCE BLVD.
DELTONA, FL 32725-1806

MAYOR, CITY OF EDGEWATER
P. O. BOX 100
EDGEWATER, FL 32132-0100

MAYOR, CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2898

MAYOR, CITY OF LAKE HELEN
P. O. BOX 39
LAKE HELEN, FL 32744-0039

MAYOR, CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-7040

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME — MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF OAK HILL
234 SOUTH U.S. HIGHWAY 1
OAK HILL, FL 32759-9647

MAYOR, CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BEACH, FL 32175-0277

MAYOR, CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129-4144

MAYOR, CITY OF SOUTH DAYTONA
P. O. BOX 214960
SOUTH DAYTONA, FL 32121

MAYOR, TOWN OF ORANGE CITY
205 EAST GRAVES AVENUE
ORANGE CITY, FL 32763-5213

MAYOR, TOWN OF PIERSON
106 NORTH CENTER STREET
PIERSON, FL 32180-2219

MAYOR, TOWN OF PONCE INLET
4300 SOUTH ATLANTIC AVENUE
PONCE INLET, FL 32127-6904

ST. JOHNS RIVER UTILITY, INC.
P.O. BOX 77
ASTOR, FL 32102

ST.JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
10/14/2011 - 12/12/2011

UTILITY NAME | MANAGER

STATE OFFICIALS

OFFICE OF PUBLIC COUNSEL
111 WEST MADISON STREET
SUITE 812
TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

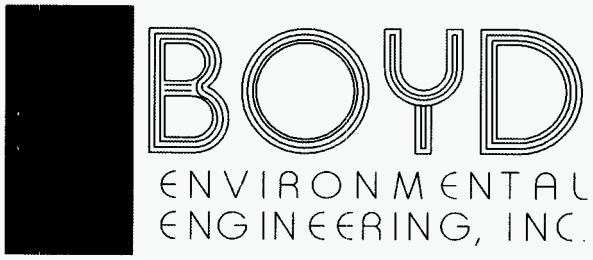
ENGINEER'S REPORT

EXHIBIT "2"

ENGINEER'S REPORT

FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER SYSTEM

OCTOBER 2011



ENGINEER'S REPORT

FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER SYSTEM

PREPARED FOR:
FARMTON WATER RESOURCES LLC
1625 OSTEEN MAYTOWN ROAD
OSTEEN, FL 32764
407-322-5693

PREPARED BY:
BOYD ENVIRONMENTAL ENGINEERING, INC.
798 EXECUTIVE DRIVE
SUITE B
OVIEDO, FL 32765
(407) 542-4919
C.O.A. #6444

OCTOBER 2011

10-19-11

JAMES C. BOYD, P.E.
PROFESSIONAL ENGINEER
NO. 35480
STATE OF FLORIDA

ENGINEER'S REPORT

FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER SYSTEM

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LIST OF APPENDICES

INTRODUCTION

Farmton Water Resources LLC ("FWR") currently provides water service to a certificated territory located in southern Volusia County and northern Brevard County, Florida. Lands serviced by FWR have been under single ownership by a related land owner for more than 80 years (the related land owner is the Miami Corporation and its associated entities, Swallowtail LLC and Farmton Management LLC). The related land owner's property ("Farmton Property") encompasses approximately 47,000 acres in Volusia County and 11,800 acres in Brevard County. Currently, land use within the service area is dominated by tree farming and mitigation land banks. However, as will be described later in this report, these current land uses are planned to transition to mixed use utilization including residential and commercial development.

FWR was issued its original Florida Public Service Commission ("PSC") water certificate on December 6, 2005. Accordingly, FWR has been providing water service to its territory since 2006. The existing PSC certificate number for FWR is 622-W (see Appendix A for copy of certificate).

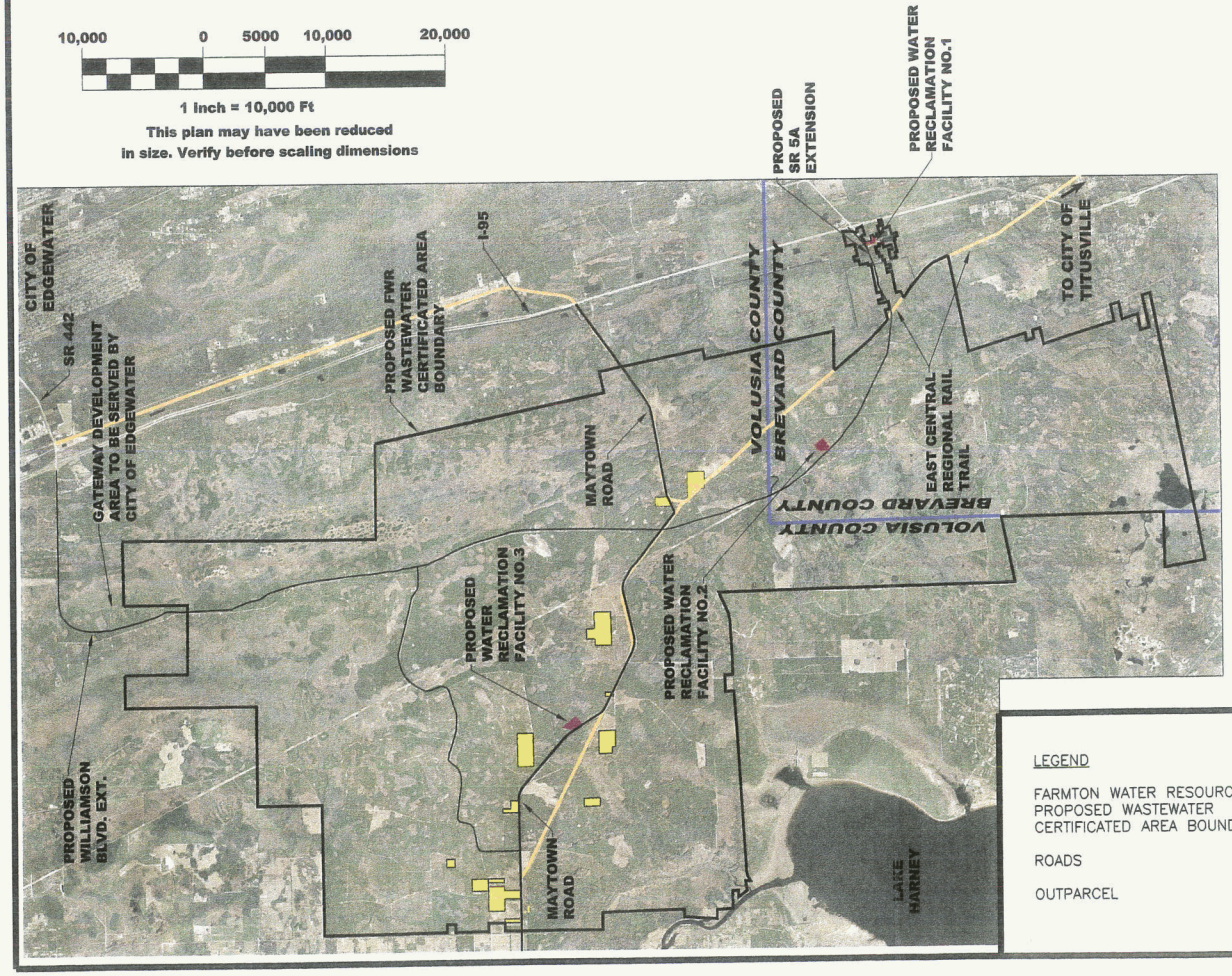
In addition to providing water service, FWR now desires to provide wastewater service to its current and future customers. Figure 1 provides a Location Map depicting the proposed wastewater certificated area boundary and the location of proposed wastewater facilities that will be described in this report.

The purpose of this Engineer's Report is to provide detailed information concerning the following items:

1. Proposed service area development.
2. Proposed wastewater territory map and legal description.
3. Proposed service initiation schedule; anticipated customer types; number of equivalent residential connections ("ERCs"); phasing information; and associated wastewater flow projections.
4. Capacities of the proposed treatment facilities and transmission system lines in terms of ERCs and gallons per day ("gpd"), including associated phasing.
5. Detailed system maps showing proposed Phase 1 treatment facilities and transmission system lines.
6. Written descriptions of the type of wastewater treatment and the method of effluent disposal, including associated design parameters and criteria.
7. Projected construction cost of the Phase 1 system components categorized by the National Association of Regulatory Utility Commissioners ("NARUC") uniform system of accounts.
8. Projected operation and maintenance expenses for the Phase 1 system categorized by the NARUC uniform system of accounts.

FARMTON WATER RESOURCES

LOCATION MAP



SCALE: 1" = 10,000'
OCTOBER 2011

FIGURE 1

BOYD
ENVIRONMENTAL ENGINEERING, INC
798 EXECUTIVE DRIVE, SUITE B
OVIEDO, FL 32765
C.O.A. # 6444 PHONE (407) 542-4919

PROPOSED SERVICE AREA DEVELOPMENT

Current customers served by FWR are generally associated with existing tree farming operations conducted by the related land owner and hunting camp activities. These include one residential service connection, two general service connections (including hunting camps) and one fire service connection. Future development activity within the proposed service area will primarily be driven by entitlements associated with recently enacted comprehensive land use plan amendments within Volusia County and Brevard County. These comprehensive plan development entitlements are summarized in Table 1.

Table 1

Farmton Property

Development Entitlements Based on Comprehensive Plan Amendments

Land Use	Volusia County (See Note 1)	Brevard County
Residential (No. Units)	18,408	2,306
Non-Residential (Square Feet). See Note 2	3,879,783	1,250,000

Table 1 Notes

1. Comprehensive plan development entitlements within Volusia County do not include planned residential units and non-residential development that will be located within the "Gateway" area (see Figure 1 for the general location of the Gateway area, which is within the northern portion of the Farmton property). Development entitlements within the Gateway area are excluded because this area is located within the City of Edgewater service area. Consequently, the Gateway area is not included within the proposed FWR wastewater certificated area boundary.
2. Non-residential land use includes retail commercial, office commercial, hotel, light industrial and institutional. The precise mix of each non-residential land use will be determined during future development planning and permitting activities.

Several key provisions related to the above comprehensive plan amendments are summarized as follows:

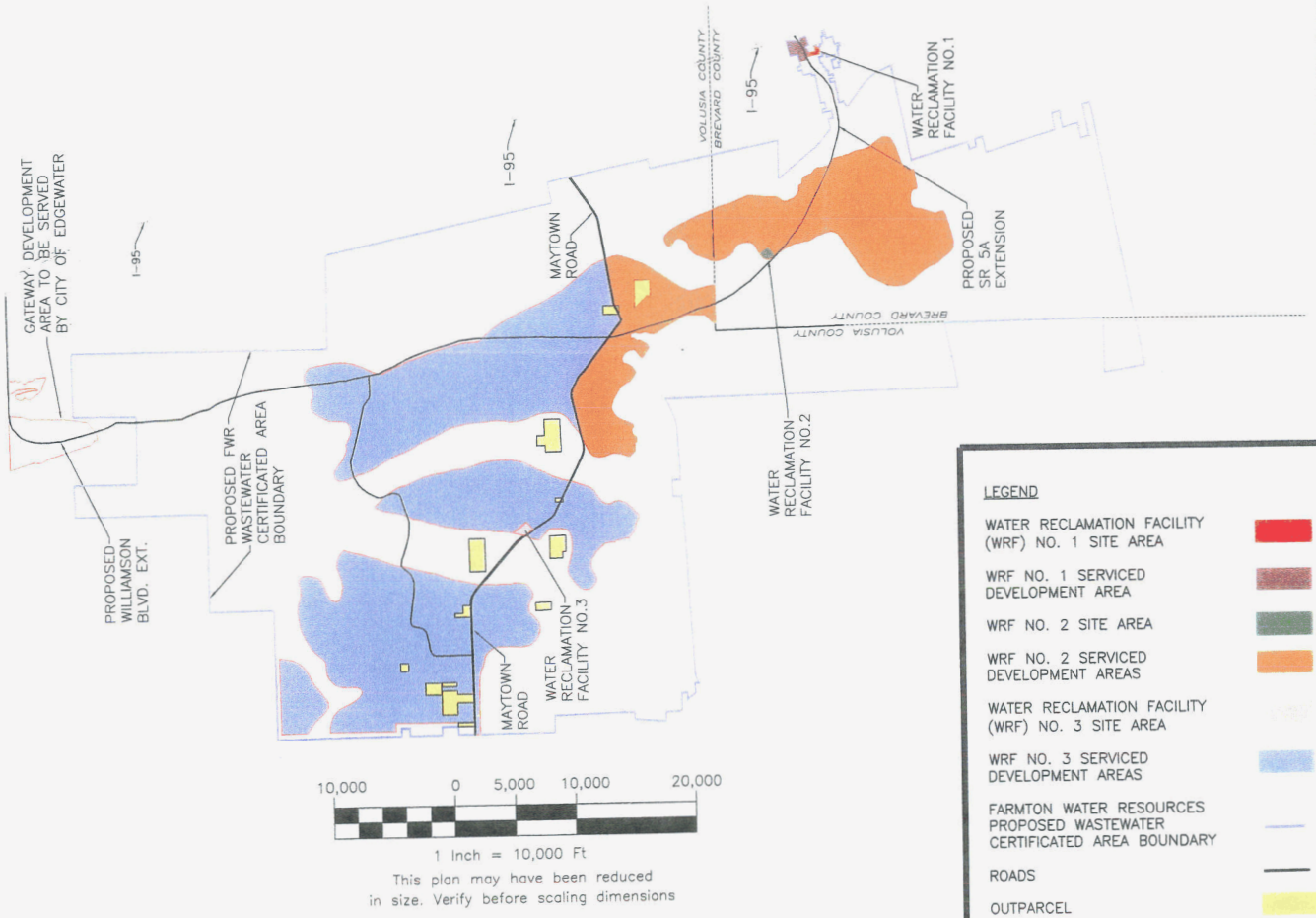
1. Development will be clustered within environmentally non-sensitive areas consistent with the adopted comprehensive plan amendments. These future development areas are depicted in Figure 2. It should be noted that the balance of the lands located within the service area will be host to agricultural uses, conservation areas and other environmentally-sensitive land uses that are not slated for development.
2. The recently enacted comprehensive plan amendments are associated with a 50-year planning vision for this portion of Volusia and Brevard Counties. This vision provides a plan for conservation and sustainable development through 2060.

In addition to development activity associated with the recently enacted comprehensive plan amendments as discussed above, there will also be commercial development located near the interchange of Interstate 95 ("I-95") and State Road 5A ("SR 5A"). The corresponding proposed development area is depicted in Figure 2. The development entitlement near the I-95 and SR 5A interchange is associated with "Community Commercial" future land use as designated by Brevard County. This land use type includes an array of retail, personal services and professional uses. The commercial development entitlement near the I-95 and SR 5A interchange is estimated to be 779,985 square feet. For projection purposes, it is assumed that this commercial development entitlement will be allocated within the proposed development area located near the I-95 and SR 5A interchange as depicted in Figure 2. In addition, it is anticipated that wastewater service to support commercial development within this area will commence in 2014.

PROPOSED WASTEWATER TERRITORY MAP AND DESCRIPTION

Enclosed in Appendix B is the territory map and associated legal description for the proposed FWR wastewater certificated area as prepared by Mark Dowst & Associates. The map and legal description have been prepared in conformance with the requirements of Chapter 25-30.033(1)(n), Florida Administrative Code ("FAC") with the exception of the map scale. Due to the large expanse of the territory, a map scale of 1" = 3,000' is necessary in order to provide a reasonably-sized map for reproduction purposes. This is the same scale authorized for use in the original water certificate filing with the PSC.

It should be noted that the proposed FWR wastewater certificated area boundary differs from the existing FWR water certificated area boundary. This is due to the acquisition of additional properties by the related land owner since the water territory was originally established in 2005. Consequently, in a separate future application, FWR will submit a revised water territory map and associated legal description to the PSC.



FARMTON WATER RESOURCES

PROPOSED WATER RECLAMATION FACILITIES & SERVICED DEVELOPMENT AREAS

SCALE: 1" = 10,000'
OCTOBER 2011

FIGURE 2

BOYD
ENVIRONMENTAL ENGINEERING, INC
798 EXECUTIVE DRIVE, SUITE B
OVIEDO, FL 32765
C.O.A. # 6444 PHONE (407) 542-4919

SERVICE AREA PROJECTIONS

As previously discussed, service area projections regarding phasing, number of ERCs, system capacity and wastewater flows will be based on development entitlements associated with the recently enacted comprehensive plan amendments as well as the commercial development area located near the I-95 and SR 5A interchange. These projections, as well as underlying assumptions, are presented in Table 2 (Projected Wastewater Flow) and Table 3 (Projected Wastewater Flow and Capacity Utilization). All wastewater flow projections are on an annual average daily flow ("AADF") basis. As indicated in Tables 2 and 3, service area projections are provided for five system phases, beginning in 2014 and ending in 2060.

Since this is a new wastewater service territory, there is no existing historical flow information for projection purposes. Therefore, it is necessary to utilize published reference sources for estimation of wastewater flow per ERC. Wastewater demand is analogous to indoor potable water demand, since indoor potable fixtures including dishwashers, clothes washers, baths, showers and toilets all discharge to the wastewater system. In accordance with a study conducted by the American Water Works Association[1], the average demand rate for indoor potable water use is 69.3 gallons per capita per day ("gpcd"), which is rounded to 70 gpcd for projection purposes herein. This per capita flow rate can be extrapolated to a residential connection flow rate by applying an appropriate population density factor. Accordingly, the U.S. Census Bureau has provided updated demographic information for Volusia County in its "2009 American Community Survey." According to this survey, the "average household size" within Volusia County is 2.49. Average household size is obtained by dividing the total number of people in households by the total number of households, which is an appropriate population density parameter for a residential connection. Accordingly, multiplying the per capita demand (70 gpcd) by the average household size (2.49 persons per household) results in a residential flow factor of 174.3 gpd, which is rounded to 175 gpd for projection purposes herein. As indicated in Tables 2 and 3, this 175 gpd flow factor is used to estimate wastewater flows for residential units, and to convert flows from other sources (retail/office commercial) into ERCs.

SYSTEM CAPACITIES

As indicated in Tables 2 and 3, service area projections are provided for five system phases, beginning in 2014 and ending in 2060. Table 4 provides a tabulated summary.

[1] Residential End Uses of Water, AWWA Research Foundation, 1999.

Table 2
Farmton Water Resources
Projected Wastewater Flow

			Residential			Retail/Office/Commercial			Total	Total		
				Flow Per			Flow Per		Incremental	Cumulative	Total	Total
	Beginning	Ending	No.	Unit	Flow	No.	Unit	Flow	Flow	Flow	Incremental	Cumulative
Phase	Year	Year	Units	(GPD)	(GPD)	Sq. Feet	(GPD)	(GPD)	(GPD)	(GPD)	ERCs	ERCs
1	2014	2017	0	175	0	779,985	0.15	116,998	116,998	116,998	669	669
2	2018	2025	922	175	161,350	500,000	0.15	75,000	236,350	353,348	1,351	2,019
3	2026	2037	6,398	175	1,119,650	1,577,733	0.15	236,660	1,356,310	1,709,658	7,750	9,769
4	2038	2049	7,135	175	1,248,625	1,732,924	0.15	259,939	1,508,564	3,218,221	8,620	18,390
5	2050	2060	6,259	175	1,095,325	1,319,126	0.15	197,869	1,293,194	4,511,415	7,390	25,780

Notes

1. Equivalent Residential Connection (ERC) = 175 gpd
2. Equivalent meter size per ERC = 5/8" x 3/4".
3. Wastewater customer classes include residential and general service (retail/office/commercial).

Table 3
Farmton Water Resources
Projected Wastewater Flow and Capacity Utilization

Phasing			Projected Wastewater Flow and ERCs				Percent Capacity Used				
Phase	Beginning Year	Ending Year	Total Incremental Flow (GPD)	Total Cumulative Flow (GPD)	Total Incremental ERCs	Total Cumulative ERCs	WRF No. 1 Capacity (GPD)	WRF No. 2 Capacity (GPD)	WRF No. 3 Capacity (GPD)	Combined WRF Capacity (GPD)	Percent Capacity Used
1	2014	2017	116,998	116,998	669	669	125,000	0	0	125,000	94%
2	2018	2025	236,350	353,348	1,351	2,019	125,000	250,000	0	375,000	94%
3	2026	2037	1,356,310	1,709,658	7,750	9,769	125,000	1,000,000	700,000	1,825,000	94%
4	2038	2049	1,508,564	3,218,221	8,620	18,390	125,000	1,500,000	1,800,000	3,425,000	94%
5	2050	2060	1,293,194	4,511,415	7,390	25,780	125,000	2,000,000	2,600,000	4,725,000	95%

Notes

1. Equivalent Residential Connection (ERC) = 175 gpd
2. See Figure 1 (Location Map) for proposed locations of Water Reclamation Facility No. 1 (WRF No. 1), Water Reclamation Facility No. 2 (WRF No. 2) and Water Reclamation Facility No. 3 (WRF No. 3).
3. See Figure 2 (Proposed Water Reclamation Facilities & Serviced Development Areas) for a depiction of development areas to be served by each WRF.

Table 4

Farmton Water Resources

Summary of Wastewater Flow, ERC and Capacity Projections

Projections	Phase 1 (2014-2017)	Phase 2 (2018-2025)	Phase 3 (2026-2037)	Phase 4 (2038-2049)	Phase 5 (2050-2060)
Cumulative Wastewater Flow, gpd	116,998	353,348	1,709,658	3,218,221	4,511,415
Cumulative ERCs	669	2,019	9,769	18,390	25,780
WRF No. 1 Capacity, gpd / ERCs	125,000 / 714	125,000 / 714	125,000 / 714	125,000 / 714	125,000 / 714
WRF No. 2 Capacity, gpd / ERCs	0	250,000 / 1,429	1,000,000 / 5,714	1,500,000 / 8,571	2,000,000 / 11,429
WRF No. 3 Capacity, gpd / ERCs	0	0	700,000 / 4,000	1,800,000 / 10,286	2,600,000 / 14,857
Total WRF Capacity, gpd / ERCs	125,000 / 714	375,000 / 2,143	1,825,000 / 10,428	3,425,000 / 19,571	4,725,000 / 27,000
Percent Used	94%	94%	94%	94%	95%

As indicated in Table 4 and as depicted in Figure 2, the intention is to provide three "water reclamation facilities" within the FWR wastewater service area. The term "water reclamation facility" is used instead of "wastewater treatment facility" because, as will be detailed later in this report, the facilities will be designed to produce reclaimed water for public access irrigation purposes. Three facilities are proposed instead of a single facility due to the vast size (59,000 acres) and expanse (approximately 17 miles north to south) of the Farmton Property. Water Reclamation Facility No. 1 ("WRF No. 1") will serve the commercial development area located near the I-95 and SR 5A interchange. Water Reclamation Facility No. 2 ("WRF No. 2") will serve the southeastern portion of the

remaining service area, while Water Reclamation Facility No. 3 ("WRF No. 3") will serve the northwestern portion of the remaining service area. The areas proposed to be serviced by each WRF are depicted in Figure 2.

It is anticipated that during Phase 1 (2014 – 2017), development will occur within the commercial development area serviced by WRF No. 1 (near the I-95 and SR 5A interchange). Beginning with Phase 2 (2018 – 2025), development will extend into areas to be serviced by WRF No. 2. Finally, during all subsequent phases, development will occur within areas serviced by both WRF No. 2 and WRF No. 3. The proposed capacity of each WRF phase, including the associated percent capacity utilization, is provided in Table 4. Water Reclamation Facility construction and startup will be commensurate with development phasing, as detailed in Table 5.

Table 5

Farmton Water Resources

Projected Water Reclamation Facility Startup Dates

Projections	Phase 1 (2014-2017)	Phase 2 (2018-2025)	Phase 3 (2026-2037)	Phase 4 (2038-2049)	Phase 5 (2050-2060)
WRF No. 1	01/01/14				
WRF No. 2		01/01/18	01/01/26	01/01/38	01/01/50
WRF No. 3			01/01/26	01/01/38	01/01/50

Phased capacities for the remaining system components (wastewater transmission/collection system and reclaimed water transmission/distribution system) will be equivalent to the total WRF capacity per phase as detailed in Table 6.

Tables 7 and 8 provide annual service area projections for Phase 1 (2014 – 2017), which will be exclusively served by WRF No 1 as previously discussed. As indicated in Table 8, by the end of year 2016, WRF No. 1 is projected to be at 80-percent of its 125,000 gpd design capacity.

Table 6

Farmton Water Resources

Summary of Wastewater Transmission/Collection System and Reclaimed Water Transmission/Distribution System Capacity by Phase

Phase	Total Capacity of Wastewater Transmission/Collection System and Reclaimed Water Transmission/Distribution System GPD / ERCs / Percent Used
1 (2014 – 2017)	125,000 gpd / 714 ERCs / 94%
2 (2018 – 2025)	375,000 gpd / 2,143 ERCs / 94%
3 (2026 – 2037)	1,825,000 gpd / 10,428 ERCs / 94%
4 (2038 – 2049)	3,425,000 gpd / 19,571 ERCs / 94%
5 (2050 – 2060)	4,725,000 gpd / 27,000 ERCs / 95%

Table 7
Farmton Water Resources
Projected Wastewater Flow
Phase 1 Annual Projections

		Retail/Office/Commercial			Total	Total		
			Flow Per		Incremental	Cumulative	Total	Total
	End of	No.	Unit	Flow	Flow	Flow	Incremental	Cumulative
Phase	Year	Sq. Feet	(GPD)	(GPD)	(GPD)	(GPD)	ERCs	ERCs
1	2014	133,000	0.15	19,950	19,950	19,950	114	114
	2015	266,000	0.15	39,900	39,900	59,850	228	342
	2016	267,000	0.15	40,050	40,050	99,900	229	571
	2017	113,985	0.15	17,098	17,098	116,998	98	669

Notes
1. Equivalent Residential Connection (ERC) = 175 gpd

Table 8
Farmton Water Resources
Projected Wastewater Flow and Capacity Utilization
Phase 1 Annual Projections

Phasing		Wastewater Flow and ERCs				Percent Used	
Phase	End of Year	Total Incremental Flow (GPD)	Total Cumulative Flow (GPD)	Total Incremental ERCs	Total Cumulative ERCs	WRF No. 1 Capacity (GPD)	Percent Capacity Used
1	2014	19,950	19,950	114	114	125,000	16%
	2015	39,900	59,850	228	342	125,000	48%
	2016	40,050	99,900	229	571	125,000	80%
	2017	17,098	116,998	98	669	125,000	94%

Annual Average ERCs and Flow					
Phase	Year	Beginning ERCs	Ending ERCs	Average ERCs	Average Flow (GPD)
1	2014	0	114	57	9,975
	2015	114	342	228	39,900
	2016	342	571	456	79,875
	2017	571	669	620	108,449

Notes

1. Phase 1 system operating at 80% capacity end of 2016

2. Equivalent Residential Connection (ERC) = 175 gpd

PHASE 1 TRANSMISSION SYSTEMS AND MAPS

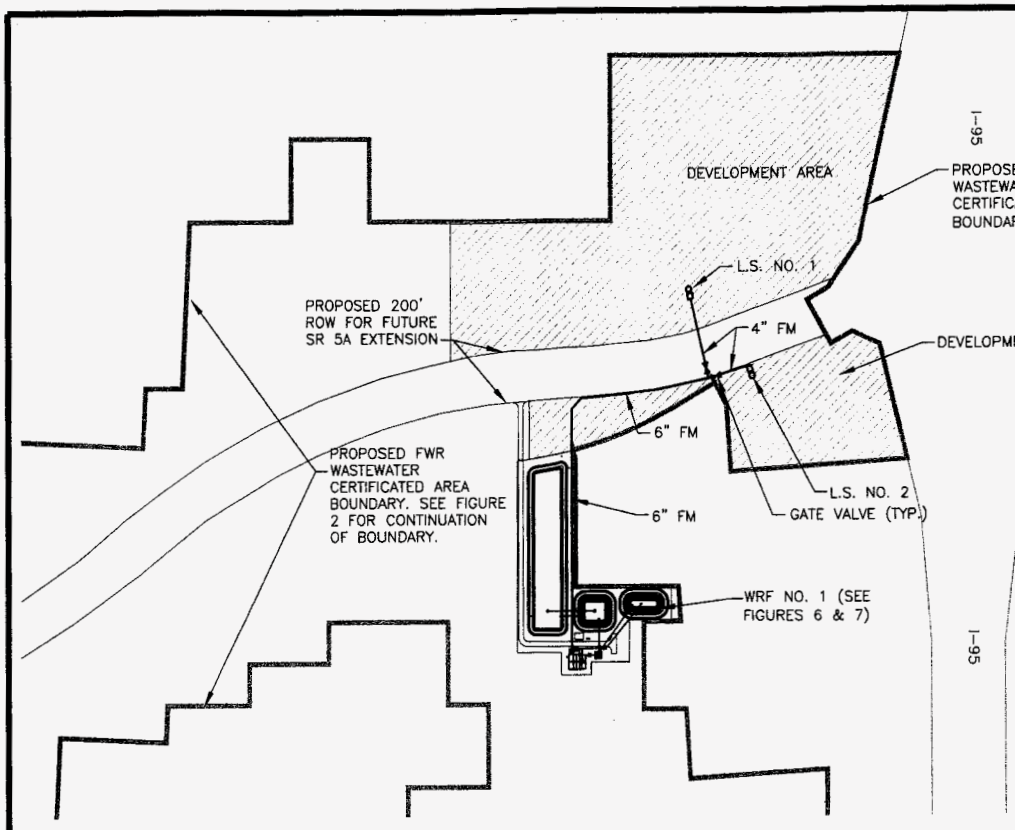
Regarding wastewater and reclaimed water transmission piping systems, only system maps for Phase 1 are considered currently relevant. (As previously discussed, the Phase 1 service area is associated with future commercial development located near the I-95 and SR 5A interchange as depicted in Figure 2.) The rationale for this assertion is related to the current lack of specificity regarding physical development characteristics within the remainder of the service area, which coincides with Phases 2 through 5. Specifically, beyond Phase 1, development will occur within areas generally defined by the recently enacted comprehensive plan amendments. As previously discussed, these amendments are associated with a 50 year planning vision for this portion of Volusia and Brevard Counties. This long term vision will crystallize over time as specific development permit applications are submitted for regulatory review and approval. Until such time, there is no specificity concerning the location of future neighborhood and commercial streets, parks and open space areas, and other physical development characteristics. Furthermore, since knowledge of these physical development characteristics is essential in determining the sizing of transmission, distribution and collection piping components, any rendering of associated system maps without this knowledge would be highly speculative. Therefore, under this Engineer's Report, planning information for the piping system components (wastewater transmission/collection system and reclaimed water transmission/distribution system) will be confined to the Phase 1 service area. Accordingly, the following system maps are provided herein:

- Figure 3 – Phase 1 Wastewater Transmission System
- Figure 4 - Phase 1 Reclaimed Water Transmission System

A summary of each system is provided in the following report sections.

Phase 1 Wastewater Transmission and Collection System

The Phase 1 wastewater transmission system, as depicted in Figure 3, will consist of two submersible lift stations and wastewater transmission piping varying from 4-inch to 6-inch in diameter. The Phase 1 area will also be served by a gravity wastewater collection system. However, due to the scale and size of the figure, the gravity collection system is not shown for clarity. All wastewater will be pumped to WRF No. 1 as shown in the figure. The approximate average daily flow per station is 62,500 gpd. As previously discussed, the design capacity of the Phase 1 wastewater transmission and collection system is 125,000 gpd (714 ERCs). Associated design criteria for the wastewater transmission and collection system are summarized in Table 9.



NOTE:
1. THE PHASE 1 DEVELOPMENT AREAS WILL ALSO BE SERVED BY A GRAVITY WASTEWATER COLLECTION SYSTEM. HOWEVER, DUE TO THE SCALE AND SIZE OF THIS FIGURE, THE GRAVITY COLLECTION SYSTEM IS NOT SHOWN FOR CLARITY.

GRAPHIC SCALE

500 0 250 500 1000 2000

(IN FEET)
1 inch = 500 ft.
This plan may have been reduced in size. Verify before scaling dimensions

LEGEND

WATER RECLAMATION FACILITY NO. 1	WRF NO. 1
LIFT STATION (L.S.) SITE	□○
WASTEWATER TRANSMISSION FORCE MAIN (FM)	
GATE VALVE	
DEVELOPMENT AREA	
PROPOSED FWR WW CERTIFICATED AREA BOUNDARY	

FARMTON WATER RESOURCES

PHASE 1 WASTEWATER TRANSMISSION SYSTEM

SCALE: 1" = 500'
OCTOBER 2011

FIGURE 3

BOYD ENVIRONMENTAL ENGINEERING, INC.
798 EXECUTIVE DRIVE, SUITE B
OVIEDO, FL 32765
C.O.A. # 5444 PHONE (407) 542-4919

Table 9

Farmton Water Resources

Wastewater Transmission and Collection System Design Criteria

Wastewater Transmission and Collection System Component	Design Criteria
Gravity Sewers	Minimum 8-inch diameter (excluding service laterals) Slopes designed to provide minimum 2 feet per second mean velocity based on Manning's "n" value of 0.013 Uniform slope between manholes Material: SDR 35 PVC or Pressure Class 150 ductile iron Color code: green
Manholes	400-foot maximum spacing Located at end of each line; at all changes in grade, size or alignment; at all intersections Minimum 48-inch diameter Material: precast concrete, 4000 psi
Transmission (Force) Mains	Minimum 4-inch diameter Minimum 2 feet per second cleansing velocity Material: DR 25 PVC or Pressure Class 150 ductile iron Color code: green
Submersible Pump Stations	Multiple pumps with alternating standby Minimum sphere passage of 3-inches Peak flow factor: 4.0 times average flow Auxiliary power connection

Phase 1 Reclaimed Water Transmission and Distribution System

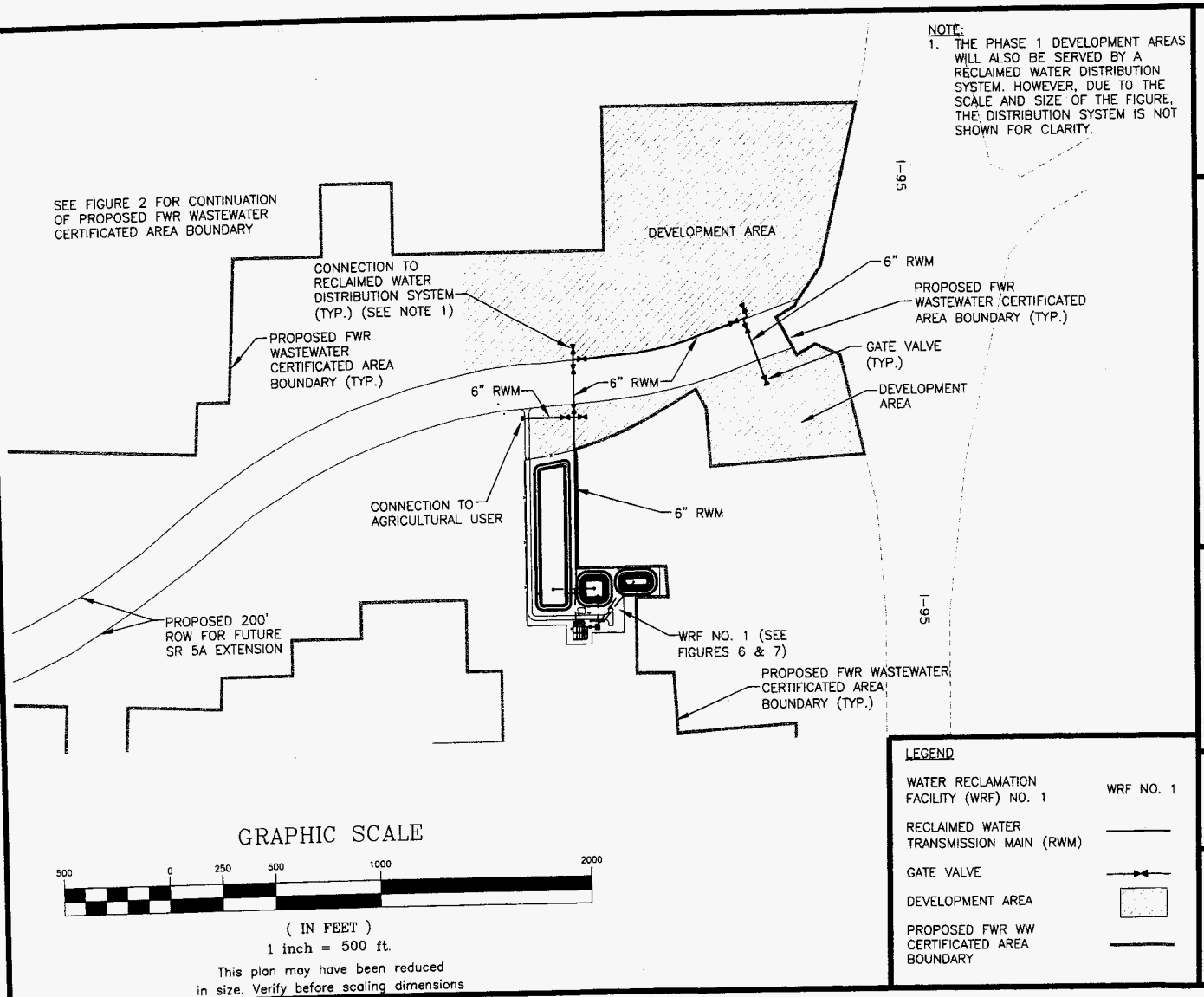
The Phase 1 reclaimed water transmission system, as depicted in Figure 4, will consist of 6-inch diameter piping. The Phase 1 area will also be served by a reclaimed water distribution system. However, due to the scale and size of the figure, the distribution system is not shown for clarity. All reclaimed water will be produced by WRF No. 1, and will be provided to customers for public access landscape irrigation. As previously discussed, the design capacity of the Phase 1 reclaimed water transmission and distribution system is 125,000 gpd (714 ERCs). Associated design criteria for the reclaimed water transmission and distribution system are summarized in Table 10.

In addition to providing reclaimed water for public access landscape irrigation, reclaimed water produced by WRF No. 1 will also be made available to a prospective customer who would use the reclaimed water for agricultural irrigation. Specifically, within the proposed wastewater certificated area boundary, there are approximately 87 acres of upland area located west of the WRF No. 1 site and east of the "East Central Regional Rail Trail" (as depicted in Figure 1) that are intended to be cultivated for agricultural purposes by a prospective reclaimed water customer. Such agricultural purposes may include sod production, cattle grazing and tree farming. The associated agricultural irrigation system would be owned and maintained by the agricultural customer, and thus would not be considered part of the FWR reclaimed water transmission and distribution system. The proposed reclaimed water transmission system, as depicted in Figure 4, shows the proposed 6-inch connection to the agricultural customer.

SELECTED TREATMENT PROCESS

There are many available processes for wastewater treatment, ranging from simple to complex. Since this is a startup scenario, the primary objective is to identify a process that is dependable and easy to operate. The process that best fits this description is the "extended aeration process." In the extended aeration process, the wastewater is aerated in the presence of a microbial population for an extended period, typically ranging from 18 to 36 hours. The microbial population performs the treatment function by feeding on organic material in the wastewater.

A primary process objective is the maintenance of a stable microbial population in the aeration tanks. The microbial population within the aeration tanks is commonly termed "mixed liquor suspended solids" or "MLSS." As the microbial population grows due to the consumption of influent organics, it must be reduced by a corresponding amount via the "wasting" process.



FARMTON WATER RESOURCES

PHASE 1 RECLAIMED WATER TRANSMISSION SYSTEM

SCALE: 1" = 500'
OCTOBER 2011

FIGURE 4

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Table 10

Farmton Water Resources

Reclaimed Water Transmission and Distribution System Design Criteria

Reclaimed Water Transmission and Distribution System Component	Design Criteria
Design Flow and System Pressure	Average demand per ERC: 175 gpd Peak flow factor: 3.5 times average demand Design system pressure range: 35 – 65 psi
Piping	Minimum diameter: 4-inch (looped); 8-inch (stub) Color code: lavender Material: DR 18 PVC or Pressure Class 150 ductile iron
Valves	1000-foot maximum spacing Install valves at the downstream sides of tees and crosses; at dead end locations for future connection; and on all sides of tees and crosses within looped systems

In concentrated form, the microbial population is commonly referred to as "sludge." In the extended aeration process, there is less "waste sludge" produced due to the extended aeration period and the associated "endogenous respiration state" of the microbial population. This characteristic of the extended aeration process represents another favorable circumstance, since the waste sludge must be processed prior to disposal. The waste sludge stream is commonly termed "waste activated sludge" or "WAS."

The extended aeration process essentially consists of the aforementioned aeration process as well as the "secondary clarification" process. The purpose of the secondary clarification process is to separate the microbes or "sludge" from the partially treated effluent. The clear effluent rises to the surface and spills over a "weir" for gravity discharge to downstream unit processes. The sludge settles to the bottom of the clarifier and is returned to the aeration tanks via sludge pumps. This "return" function is necessary because it is vital to mix the sludge with the incoming waste stream for treatment purposes. In essence, a stable microbial population is continually recycled between the aeration tanks and clarifiers. This return sludge stream is commonly termed "return activated sludge" or "RAS."

PROPOSED TREATMENT STANDARDS

WRF No. 1 will be designed to produce reclaimed water for public access landscape irrigation and agricultural irrigation as previously discussed. Accordingly, the treated effluent must meet "reclaimed water standards" for public access irrigation as established by the Florida Department of Environmental Protection ("FDEP"). The parameters associated with these treatment standards are summarized as follows:

1. Carbonaceous biochemical oxygen demand, 5 day ("$CBOD_5$"), milligrams per liter ("mg/L").
2. Total suspended solids ("TSS"), mg/L.
3. pH, standard units ("S.U.").
4. Fecal coliform, # per 100 milliliters ("#/100 ml").
5. Total residual chlorine ("TRC"), mg/L.

Table 11 contains the proposed standards for reclaimed water. In reviewing the standards in Table 11, it should be noted that the reclaimed water standards are more stringent than basic or "secondary" effluent standards in the following manner:

1. Reclaimed water standards require a much lower TSS concentration. This difference recognizes the fact that suspended solids can interfere with the efficacy of the chlorine disinfectant.

2. Reclaimed water standards require a much lower fecal coliform concentration (essentially below detectable limits), because the fecal coliform concentration serves as a surrogate for the detection of microbial contamination.
3. The minimum required TRC concentration is higher for reclaimed water, because higher residual levels of chlorine serve to guard against microbial contamination in the distribution system.

Typical treatment methodologies for producing reclaimed water include screening, aeration and clarification, as well as more advanced treatment processes including filtration and high level disinfection. Specifically, the filtration process serves to remove suspended solids, while the combination of filtration and high level disinfection enables the more stringent fecal coliform and TRC standards to be met. These additional treatment processes make the reclaimed water safe for irrigating sites that are accessible to the public. Operationally, the accepted practice for ensuring reclaimed water quality is to continually monitor effluent turbidity (as a surrogate for TSS) and total residual chlorine. Accordingly, as will be described in more detail later in this report, a turbidity meter will continuously sample the effluent from the filtration process, and a chlorine residual analyzer will continuously sample the effluent from the chlorination process.

Table 11

Farmton Water Resources

Reclaimed Water Standards

	Parameter	Max/Min	Annual Average	Monthly Average	Weekly Average	Single Sample
Reclaimed Water	$CBOD_5$, mg/L	Maximum	20	30	45	60
	TSS, mg/L	Maximum	-	-	-	5
	pH, S.U.	Range	-	-	-	6.0 – 8.5
	Fecal coliform, #/100 ml	Maximum	See Note 1	See Note 1	See Note 1	See Note 1
	TRC, mg/L	Minimum	-	-	-	1.0

Notes

1. Over a 30-day period, at least 75 percent of the fecal coliform values shall be below the detection limits. No sample shall exceed 25 fecal coliforms per 100 ml.

PEAK DESIGN FLOW

Wastewater treatment facility capacity is commonly expressed in terms of "annual average daily flow" ("AADF"). However, wastewater does not flow to the facility at a steady rate. Rather, there are typically peak flow periods in the morning and evening hours that coincide with the use of water by residents. (This flow condition is termed a "diurnal" flow pattern.) In addition, flow to the WRF can be influenced by seasonal variations associated with seasonal residents and wet weather. The biological unit processes employed at the WRF are sensitive to flow variations. Therefore, it is important to account for flow variability in the design of treatment facilities.

Although flow to the WRF is variable, biological processes work best under steady state conditions. The best way to change variable flow to steady flow is to employ "flow equalization." Flow equalization essentially consists of a storage tank and a pumping system. Flow to the WRF is captured in the storage tank, and is pumped out at a steady rate. If the inflow rate is higher than the "equalized" outflow rate, then the water level will rise in the tank. The converse is also true.

Flow equalization will be employed at WRF No. 1 in order to optimize the biological unit processes. Therefore, the aforementioned diurnal flow pattern will be essentially eliminated. However, it is still necessary to account for seasonal flow patterns. Since the project constitutes a new wastewater service area, there is no historical flow record for the determination of seasonal flows. Based on the Engineer's personal experience with similar projects, seasonal flow multipliers can range from 1.2 to 2.0 times the AADF. Therefore, as a conservative design assumption, a peak flow factor of 2.0 will be used for design purposes. As previously detailed, the design Phase 1 AADF is 125,000 gpd, which can also be expressed as 0.125 million gallons per day ("mgd"). Accordingly, use of a 2.0 peak flow factor results in a design peak hour flow ("PHF") of 0.25 mgd. The AADF and PHF can also be expressed in terms of "gallons per minute", or "gpm." Accordingly, the AADF is 87 gpm, and the PHF is 174 gpm.

WASTEWATER CHARACTERISTICS

Since the project constitutes a new wastewater service area, there is no historical wastewater data available for analysis. Therefore, for design purposes, it is considered prudent to use a typical design value of 200 mg/L for $CBOD_5$ and TSS for influent wastewater strength. In addition, the use of flow equalization will provide a safety factor, since it serves to dampen peak organic loads as well as peak hydraulic loads.

SUMMARY OF PROPOSED WRF NO. 1 UNIT PROCESSES

The treatment unit processes to be employed at WRF No. 1 will include screening, flow equalization, extended aeration, filtration, chlorination and aerated sludge holding. Table 12 provides a summary of proposed major unit processes and capacities, while Table 13 provides a summary of key process parameters. Later report sections provide detailed design information for all unit processes.

Table 12

Farmton Water Resources

WRF No. 1

Major Unit Processes and Capacities

Unit Process	No. Units	Unit Dimensions	Capacity Per Unit	Total Capacity
Static Screen	1	L = 4' 6" W = 4' 0"	625 gpm	625 gpm
Flow Equalization	1	L = 29' 6" W = 18' 0" SWD = 11' 6"	45,670 gal	45,670 gal
Extended Aeration	4	L = 29' 6" W = 12' 0" SWD = 11' 6"	30,450 gal	121,800 gal
Secondary Clarification	2	L = 25' 0" W = 10' 0" SWD = 11' 6"	250 sq. ft. 21,500 gal	500 sq. ft. 43,000 gal
Filter	2 Disks	L = 9' 2-1/2" W = 6' 7-1/2" H = 10' 10" (Filter Chamber)	53.8 sq. ft. per disk	107.6 sq. ft.
Aerated Sludge Holding	1	L = 29' 6" W = 18' 0" SWD = 11' 6"	45,670 gal	45,670 gal
Chlorine Contact	2	L = 10' 0" W = 5' 0" SWD = 6' 0"	2,240 gal	4,480 gal

Table 13

Farmton Water Resources

WRF No. 1

Summary of Key Process Parameters

Unit Process	Operating Criteria	Typical Range	Calculated Criteria
Flow Equalization	Percent Storage Capacity	10 - 40	36.5
Extended Aeration	Detention Time, hrs	18 - 36	23.4
	Volumetric Loading, lb $CBOD_5$/1000 ft^3/day	10 - 25	12.8
	MLSS, mg/L	1,500 – 5,000	3,500
Secondary Clarification	Surface Overflow Rate, gpd/ft^2	200 - 400	250
	Peak Surface Overflow Rate, gpd/ft^2	600 – 800	500
	Solids Loading, lb/ft^2/day	10 - 24	14.6
	Peak Solids Loading, lb/ft^2/day	30 - 35	21.9
	Peak Weir Overflow Rate, gpd/ft	20,000	6,250
	Detention Time, hours	4 - 8	8.3
Filtration	Peak Loading Rate, gpm/ft^2	5	1.6
Chlorine Contact	Detention Time @ Peak Hour Flow, minutes	25	25.8

Notes

1. All calculated criteria are based on annual average daily flow (AADF) unless otherwise noted.
2. Design AADF = 0.125 mgd.
3. Design peak hour flow (PHF) = 0.25 mgd.
4. The assumed return sludge recycle rate is 100 percent.
5. Influent $CBOD_5$ is assumed to be 200 mg/L, and influent TSS is assumed to be 200 mg/L.

FACILITY RELIABILITY REQUIREMENTS

WRF No. 1 will meet FDEP Class I reliability standards as stated in Rule 62-610.462(1), FAC, for facilities providing reclaimed water for public access irrigation. A summary of key Class I reliability requirements for the WRF is provided as follows. Later report sections provide supporting engineering criteria for all facility components.

1. Although Class I reliability criteria only require two aeration basins of equal capacity, the facility will have two pairs of equally sized basins, for a total of four equally sized basins. It will be possible to bypass any pair of basins.
2. Four aeration blowers will be provided. With the largest blower out of service, the entire aeration needs of the facility can be met.
3. Two equally-sized secondary clarifiers will be provided. Each clarifier will have the ability to handle at least 75% of the design flow. It will be possible to bypass either clarifier.
4. Two equally sized filter disks will be provided for TSS control. Each filter disk will have the ability to handle at least 75% of the design flow. The filter system will also be equipped with an alum feed system for coagulation as specified in Rule 62-610.460(3), FAC. It will be possible to bypass either filter disk.
5. Two equally sized chlorine contact chambers will be provided. Each chamber will have the ability to handle at least 50% of the design flow. It will be possible to bypass either chamber.
6. A backup pump will be provided for each pumping function within the plant.
7. Air diffusers will be installed in multiple sections such that with the largest section out of service, oxygen transfer capability will not be measurably impaired.
8. Unit operation bypasses will be installed except where two or more units are provided, and the operating unit can hydraulically handle the peak flow.
9. Only effluent meeting public-access standards will be discharged to the reclaimed water system. Effluent that does not meet public-access standards, as confirmed by continuous turbidity and total chlorine residual monitoring, will be automatically diverted to a substandard effluent holding pond as discussed in a later section of this report.
10. Instead of providing 24-hour, 7-day per week operator presence, an autodialer system will be provided. This system will immediately notify the operators that the system has automatically diverted to the substandard effluent holding pond. Accordingly, a Class C or higher operator must be on-site at least 6 hours per day, 7 days per week as required by Rule 62-610.462(3), FAC.
11. An emergency generator will provide auxiliary power for the WRF. This generator will power all vital plant equipment (see "Emergency Power" report section for details).

SELECTED TREATMENT AND EFFLUENT DISPOSAL PROCESSES

The following report sections provide detailed information concerning selected treatment and effluent disposal processes for WRF No.1, which will exclusively serve Phase 1 of the FWR wastewater system as previously discussed. In reviewing this information, the reader is encouraged to refer to the following figures:

- Figure 5 - WRF No. 1 Process Flow Diagram
- Figure 6 – WRF No. 1 Site Plan
- Figure 7 - WRF No. 1 Plant Plan

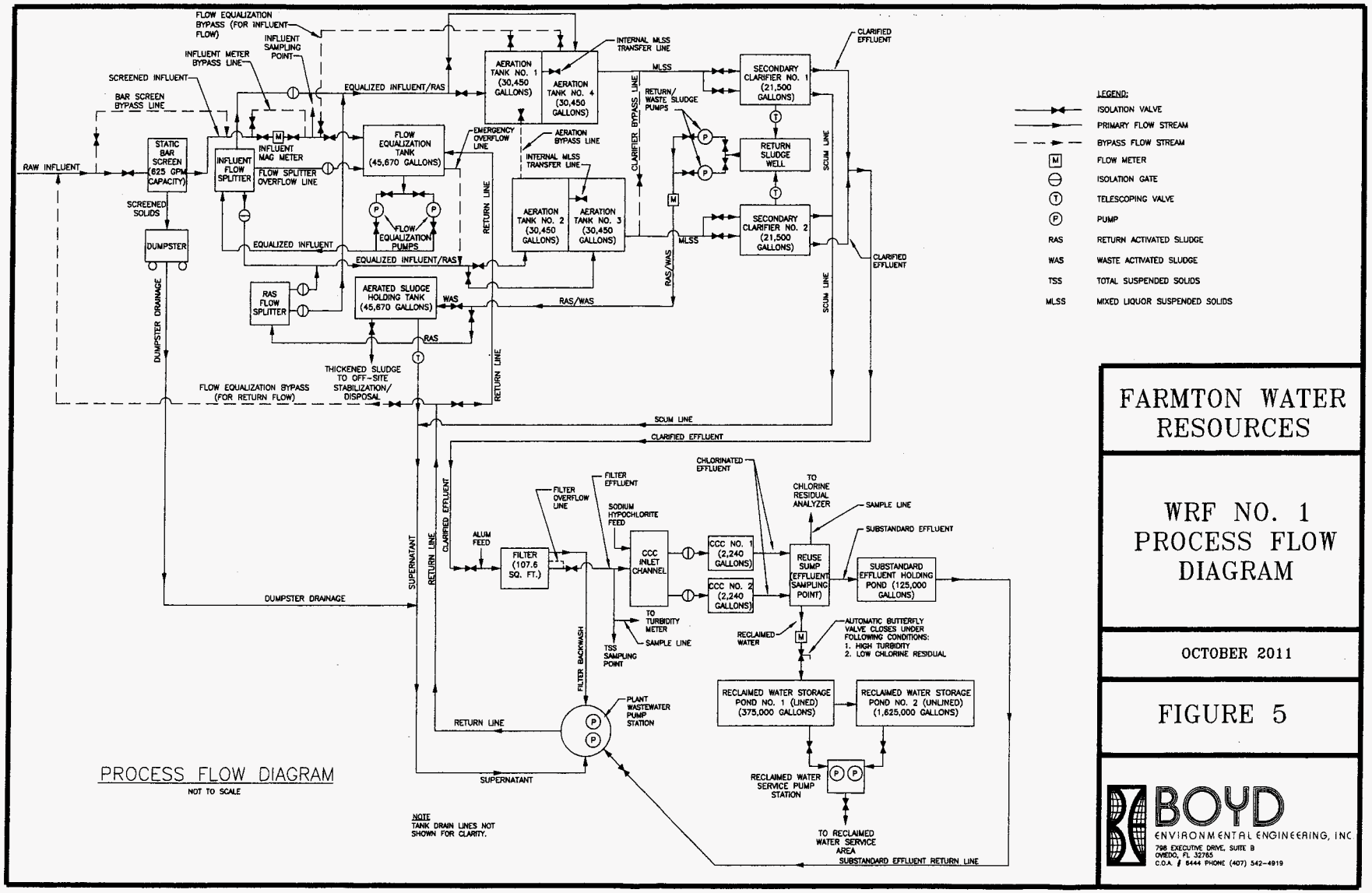
The Process Flow Diagram included in Figure 5 depicts the process configuration; main process flow stream; side streams; return streams; unit capacities; unit bypass capabilities; proposed sampling locations; and chemical injection points. All plant structures will be constructed using precast or poured-in-place reinforced concrete unless otherwise noted.

Manual Screening

The facility will be served by a static bar screen. Raw wastewater will be pumped to the static screen via the 6-inch PVC influent force main. As wastewater flows through the screen openings, captured solids will gravitate off the front of the screen for discharge to an underlying dumpster. A drain will be installed under the dumpster to allow any leachate to flow to the plant wastewater pump station for return to the flow equalization tank.

The static screen has no moving parts. The plant operator will manually clean the screen as required. A valved bypass pipe will be installed in order to enable the screen to be taken off-line and serviced if necessary. The screen will be constructed using 316 stainless steel, and will be enclosed by a cabinet with access doors in order to minimize odors and facilitate housekeeping.

The static bar screen is a manually-cleaned, not a mechanically-cleaned screen. Therefore, it is not necessary to provide a backup unit in order to meet Class I reliability criteria.



FARMTON WATER RESOURCES

WRF NO. 1 PROCESS FLOW DIAGRAM

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FIGURE 5

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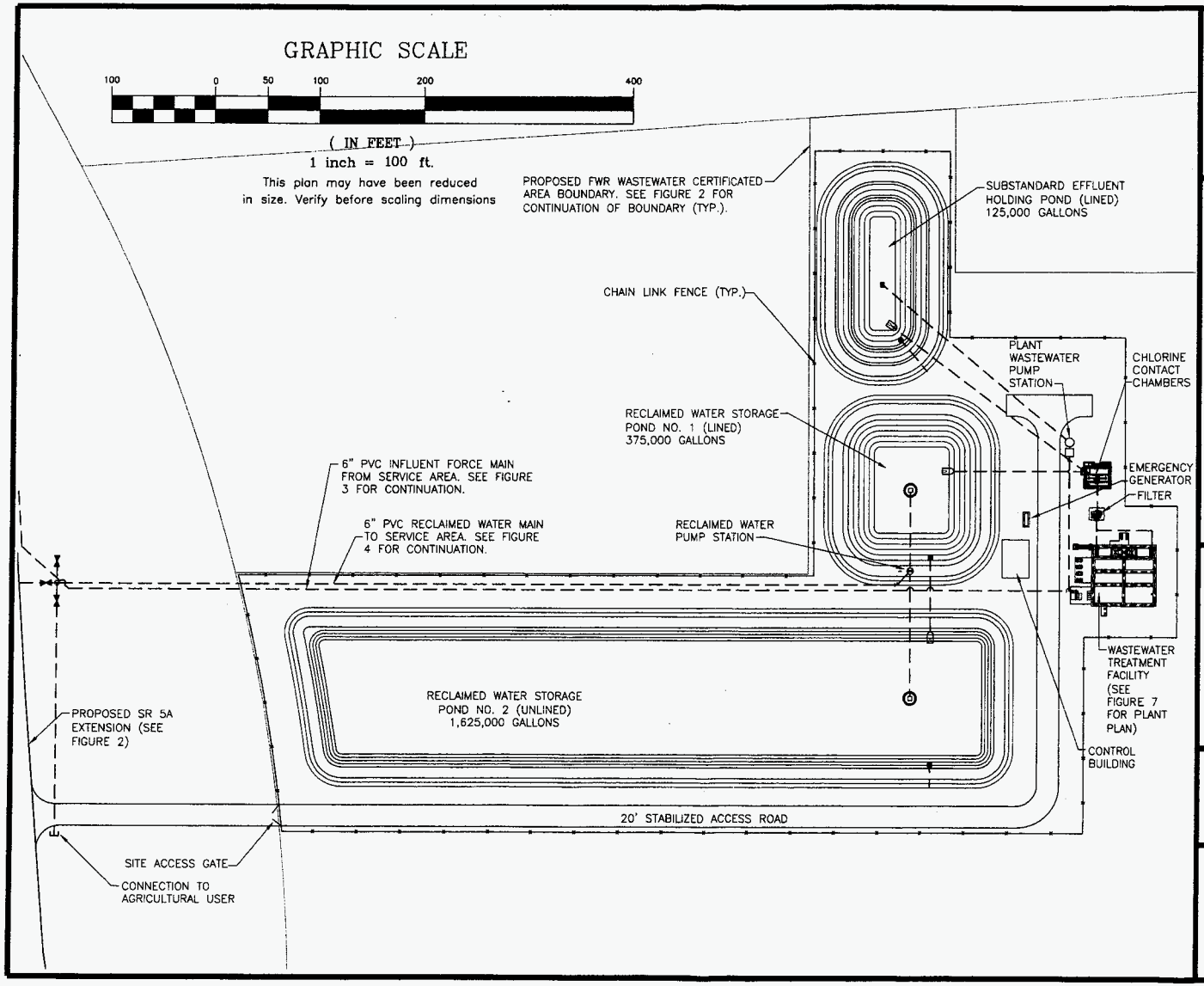

FARMTON WATER RESOURCES

WRF NO. 1 SITE PLAN

SCALE: 1" = 100'
OCTOBER 2011

FIGURE 6

BOYD
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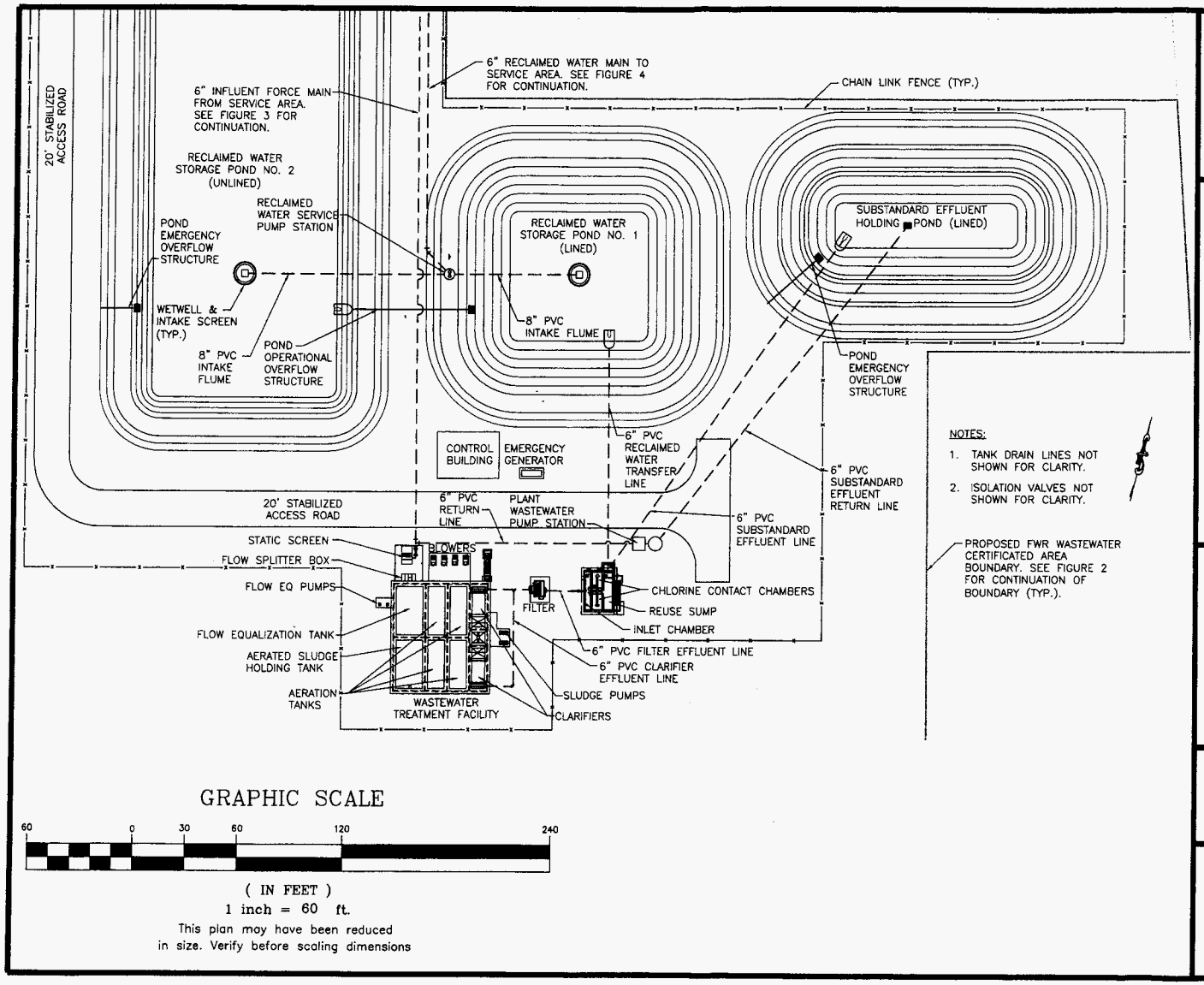
OVIEDO, FL 32765
C.O.A. # 6444 PHONE (407) 542-4919



FARMTON WATER RESOURCES

WRF NO. 1 PLANT PLAN

SCALE: 1" = 60'
OCTOBER 2011

FIGURE 7

BOYD
ENVIRONMENTAL ENGINEERING, INC.
798 EXECUTIVE DRIVE, SUITE B
OVIEDO, FL 32765
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Flow Splitting

Wastewater passing through the static screen will be discharged to the flow equalization tank. Flow equalization pumps, located adjacent to the equalization tank, will pump the screened wastewater into one compartment of an aluminum flow splitter. An equal amount of flow will be discharged to each aeration tank, at a combined rate equal to the average daily flow. Any excess flow will discharge over an overflow weir and will fall back into the equalization tank for re-pumping by the flow equalization pumps.

A second compartment of the aluminum flow splitter will be used to split the return sludge flow from the clarification process. The divided return sludge flow will be blended with the divided influent flow for equal discharge to each aeration tank. Equalized influent/return sludge transfer lines will be used for this purpose.

Flow Equalization

Screened influent will flow by gravity to the flow equalization system. As previously discussed, flow equalization will attenuate peak flows to the facility and provide a steady flow to the downstream unit processes. A 45,670-gallon flow equalization tank will be provided for this purpose. The tank is sized to provide a storage capacity of 36.5 percent AADF, which is within the recommended design range of 10 to 40 percent. An isolation gate installed within the aforementioned flow splitter will enable the tank to be taken off-line and serviced if necessary. The tank contents will be kept aerated and mixed via diffused aeration and a dedicated blower. Two flow equalization pumps will transfer the tank contents to the flow splitter as previously described. The pumps will operate on alternating standby, thus providing 100 percent pump redundancy.

Aeration

As previously discussed, WRF No. 1 is designed to operate as an extended aeration process. Four aeration tanks will be constructed, each with a capacity of 30,450 gallons. Hence, the total aeration capacity will be 121,800 gallons, which is equivalent to 0.1218 million gallons ("mgal") or 16.28-1000 ft^3. The operator will have the ability to bypass any pair of basins for maintenance or repair purposes.

Important process control parameters include hydraulic detention time (expressed in hours) and volumetric loading, expressed in terms of pounds per day ("ppd") of $CBOD_5$ per 1000 cubic feet ("1000 ft^3") of tank volume. These parameters are calculated as follows:

Hydraulic Detention Time = Aeration Volume (mgal) / Flow (mgd)
= 0.1218 mgal / 0.125 mgd = 0.974 day = 23.4 hours

Volumetric Loading = $CBOD_5$ Loading (ppd) / Aeration Volume (1000 ft^3) =
= (200 mg/l)(8.34 lb/mgal)(0.125 mgd) / 16.28-1000 ft^3 =
= 12.8 ppd $CBOD_5$/ 1000 ft^3

The calculated volumetric loading (12.8 ppd $CBOD_5$/ 1000 ft^3) is within the recommended design range of 10 to 25 ppd $CBOD_5$/ 1000 ft^3. In addition, the calculated hydraulic detention time of 23.4 hours is within the normal design range of 18 to 36 hours.

The tank contents will be kept aerated and mixed via diffused aeration and two alternating blowers. With one blower out of service, the remaining blower will have adequate capacity to meet the aeration demand. Hence, Class I reliability requirements will be met. Class I reliability will also be met by installing the air diffusers in multiple sections such that with the largest section out of service, oxygen transfer capability will not be measurably impaired.

Secondary Clarification

FDEP Class I reliability standards require two secondary clarifiers, each sized to handle 75 percent of the design flow. Accordingly, two equally sized clarifiers will be provided. Each clarifier will have an area of 250 square feet ("ft^2"), a volume of 21,500 gallons, and a weir length of 20 feet.

The companion clarifiers will normally function in parallel. However, if a clarifier needs to be taken out-of service for maintenance or repair, a bypass pipe will be installed in order to enable either clarifier to be loaded regardless of which aeration basins are in use. Information presented in Table 14 documents that the secondary clarification process will comply with recommended design criteria as well as Class I reliability standards.

Sludge Pumping Facility

As previously discussed, sludge pumps are required to transfer return activated sludge ("RAS") from the secondary clarifiers to the aeration tanks. Each sludge pump will be capable of providing the required RAS rate, thus providing 100-percent redundancy. As previously discussed, the pumps will deliver RAS to an aluminum flow splitter located adjacent to the flow equalization tank. The flow splitter will divide the flow equally between the aeration tanks. The sludge pumps will also be used to transfer waste activated sludge ("WAS") to the aerated sludge holding tank.

It is important to be able to vary the output of the sludge pumps in response to process return sludge and wasting requirements. Therefore, each pump will be equipped with a variable frequency drive in order to vary the pump speed and resulting output. The pumps will operate on alternating standby, thus providing 100 percent pump redundancy.

Table 14

Farmton Water Resources

WRF No. 1

Secondary Clarification Design Criteria

Design Criteria and Recommended Range (Clarifiers Following Extended Aeration)	**AADF, Both Clarifiers On-Line**	**PHF, Both Clarifiers On-Line**	**75% AADF, One Clarifier On-Line**	**75% PHF, One Clarifier On-Line**
Surface Overflow Rate, gpd/ft^2, 200 – 400 @ AADF 600 – 800 @ PHF	250	500	375	750
Solids Loading, lb/ft^2/day 10 – 24 @ AADF 30 – 35 @ PHF	14.6	21.9	21.9	32.8
Peak Weir Overflow Rate, gpd/ft 10,000 gpd/ft @ AADF 20,000 gpd/ft @ PHF	3,125	6,250	4,688	9,375

Supporting Assumptions

AADF = 0.125 mgd = 87 gpm
PHF = 0.25 mgd = 174 gpm
MLSS = 3,500 mg/L
Recycle Rate = 100%

Aerated Sludge Holding

As discussed above, sludge will be wasted to an aerated sludge holding tank through use of the sludge pumps. This tank will have a capacity of 45,670 gallons. Sludge held in the tank will be periodically settled and decanted via a telescoping valve. Supernatant from the decanting process will flow by gravity to the plant wastewater pump station for transfer to the flow equalization tank. The sludge will be thickened in the holding tank until it is not possible to decant any more supernatant. At that point, the thickened sludge will be pumped-out of the tank by a contract sludge hauler and trucked to a licensed "residuals management facility" ("RMF"). It will be the responsibility of the RMF to provide final treatment of the hauled sludge prior to utilization as a soil amendment, fertilizer, or other licensed beneficial use.

Filtration

Effluent from the secondary clarifiers will flow by gravity to the filtration system. The purpose of the filtration process is the removal of residual suspended solids in the clarified effluent, since these solids can interfere with the efficacy of the chlorine disinfectant. This additional treatment process is necessary for the production of effluent that meets reclaimed water standards as previously discussed.

The new filter unit will be a cloth-media filter. Instead of the more traditional sand filter, this type of filter uses disks covered by a cloth media. The disks are located within a steel filter chamber. Effluent is filtered through the cloth media and is then collected in a center tube. The center tube discharges by gravity through an effluent pipe. All filtering operations will be fully automatic and will be controlled by a microprocessor housed in the filter control panel. The filter is designed to produce an effluent TSS concentration of 5 mg/L or less in conformance with reclaimed water standards (see Table 11).

The filter unit will include two cloth-media disks. The design filtration rate complies with "Ten States Standards" recommended criteria. According to "Ten States Standards," the maximum allowable filtration rate is 5 gpm/ft^2. The filtration area of each disk is 53.8 ft^2. With both disks on-line and a PHF of 174 gpm, the filtration rate is calculated as follows:

Filtration Rate = 174 gpm / (2 disks)(53.8 ft^2/disk)

= 1.6 gpm/ ft^2 (complies with 5 gpm/ft^2 standard)

Since the plant is being designed for Class I reliability, it is also necessary to consider backup unit requirements for the filtration process. Accordingly, the following calculations demonstrate that with one filter disk off-line, the remaining filter disk can meet the Class I reliability requirement of 75-percent design flow:

75% Design Flow = (0.75)(174 gpm) = 131 gpm

Filtration Rate (75% Design Flow) = 131 gpm / (1 disk)(53.8 ft^2/disk)

= 2.4 gpm/ ft^2 (complies with 5 gpm/ft^2 standard)

The cloth-media filter offers several advantages over the more traditional sand filter. These advantages include:

1. Continuous filtration during backwash.
2. No underdrains are required, thus eliminating the possibility of underdrain failure.
3. Low backwash rate.
4. No sand media is required. Therefore, it is not necessary to continuously replace media lost during backwashing operations.

During backwashing, the backwash pump creates a suction vacuum around the outside of the cloth media. This causes filtered water (contained in the attached center tube) to be drawn through the cloth media from the inside. This backflushing action serves to remove solids that have accumulated on the outside of the cloth media. The backwash pump draws these solids off the cloth media for discharge to the plant wastewater pump station. The filtration process is continuous during the backwash cycle, thus ensuring a constant supply of backwash water. Therefore, it is not necessary to provide a traditional clearwell for the cloth media filter. Two backwash pumps will be provided for the backwashing operations. The pumps will operate on alternating standby, thus providing 100 percent pump redundancy.

An alum feed system will be provided for filtration coagulation purposes. However, in conformance with Rule 62-610.460(3), FAC, the chemical feed facilities may remain idle if the TSS limitation is being achieved without chemical addition.

Chlorination

A sodium hypochlorite feed system will be used for chlorination. As indicated in the Process Flow Diagram (Figure 5), sodium hypochlorite will be fed into the chlorine contact chamber inlet channel.

FDEP Class I reliability standards require two chlorine contact chambers, each sized to handle 50 percent of the design flow. Accordingly, two chlorine contact chambers will be constructed. The volume of each chamber will be 2,240 gallons, for a total volume of 4,480 gallons. The chambers will function in parallel, and will include baffle walls to facilitate plug flow conditions.

For high level disinfection, FDEP requires the product of total chlorine residual and contact time to equal 25 at PHF. For high level disinfection, the lowest allowable chlorine residual is 1.0 mg/L. Thus, the required contact time at PHF is 25 minutes. The tabulated data presented below documents that the chlorine contact chambers will comply with recommended design criteria as well as Class I reliability standards.

Design Criteria and Recommended Range	AADF, Both CCCs On-Line	PHF, Both CCCs On-Line	50% AADF, One CCC On-Line	50% PHF, One CCC On-Line
Detention Time, min 50 @ AADF 25 @ PHF	51.6	25.8	51.6	25.8

Supporting Assumptions

AADF = 0.125 mgd = 87 gpm
PHF = 0.25 mgd = 174 gpm

Plant Wastewater Pump Station

An on-site pump station will be provided in order to collect waste flow from the various unit processes. The waste flow includes the following components:

1. Drainage from the influent screening process.
2. Scum from the clarification process.
3. Filter backwash.
4. Supernatant from the aerated sludge holding tank.
5. Substandard effluent return from the substandard effluent holding pond.

Normally, the pump station will return the waste flow to the flow equalization tank. However, if the tank is off-line for maintenance or repair, a bypass pipe will enable the flow to be discharged to the main influent wastewater force main, wherein the flow will be directed to the influent screening operation. In either case, the recycled waste flow will undergo the entire treatment operation including aeration, clarification, etc.

Reuse Sump

Flow from the chlorine contact chambers will overflow to the reuse sump. The main purpose of the reuse sump is to provide a diversion point for transferring treated effluent either to reclaimed water storage or to the substandard effluent holding pond. This diversion capability is necessary because only effluent that meets reclaimed water standards should be transferred to reclaimed water storage. The accepted practice for

ensuring reclaimed water quality is to continually monitor effluent turbidity and total residual chlorine. Accordingly, a turbidity meter will continuously sample the effluent from the filtration process, and a chlorine residual analyzer ("CRA") will continuously sample the effluent from the chlorine contact chambers. If the effluent quality fails to meet the following reclaimed water standards, then the effluent will automatically be diverted to the substandard effluent holding pond, and thus will not be transferred to reclaimed water storage:

1. The turbidity of the clarifier effluent exceeds 2.0 nephelometric turbidity units ("NTU"). As previously mentioned, turbidity measurements serve as a surrogate for suspended solids. The assumption is that a turbidity level of 2.0 NTU is equivalent to a suspended solids concentration of 5 mg/L, which is the maximum allowable concentration for reclaimed water. This assumption will be verified via field testing.
2. The total chlorine residual falls below the 1.0 mg/L minimum reclaimed water standard.

Reclaimed water that meets public access standards will flow by gravity to reclaimed water storage. In so doing, it must pass through an automatic butterfly valve installed on the 6-inch reclaimed water transfer line. The automatic butterfly valve will be electrically wired to the turbidity meter and CRA. Accordingly, if the turbidity or chlorine residual standards are violated, the butterfly valve will close automatically. This will cause the effluent to overflow a rectangular weir for gravity flow to the substandard effluent holding pond.

Reclaimed Water Storage Ponds

The purpose of reclaimed water storage is twofold:

1. The rate of reclaimed water production (which will be relatively steady due to the provision of flow equalization as previously discussed) typically will not match the rate of reclaimed water utilization, since reclaimed water utilization is dependent on customer irrigation cycles, which can be highly variable depending on time of day and seasonal factors. Hence, it is necessary to provide "operational storage" in order to provide a buffer between reclaimed water production and reclaimed water utilization. Specifically, such "operational storage" enables processed reclaimed water to continuously flow to storage during a 24-hour operating period, with the storage level rising and falling based on reclaimed water irrigation demand.
2. Provide adequate storage to assure sufficient retention of the reclaimed water under adverse weather conditions, during maintenance of irrigation equipment, or during other such conditions which may temporarily preclude reclaimed water irrigation.

Two storage ponds (Reclaimed Water Storage Pond No. 1 and Reclaimed Water Storage Pond No. 2) will be provided to meet the above requirements (see Figure 6 for pond locations). Reclaimed Water Storage Pond No. 1 will be provided to meet the operational storage requirement. In accordance with Rule 62-610.464(4)(a), FAC, reclaimed water storage ponds do not have to be lined. However, since Reclaimed Water Storage Pond No. 1 will be providing operational storage, it would be beneficial to line the pond in order to minimize any reclaimed water loss due to seepage. Accordingly, Reclaimed Water Storage Pond No. 1 will be lined with a 30-mil HDPE pond liner.

Reclaimed Water Storage Pond No. 1 will have a storage capacity of 375,000 gallons, which is three times the 125,000 gpd AADF for WRF No. 1. This storage capacity meets the requirements of Rule 62-610.414(2), FAC, which states that facilities are required to have a minimum storage capacity of three times the design AADF of the WRF.

Reclaimed Water Storage Pond No. 2, which does not require a liner, will be provided to assure sufficient retention of the reclaimed water under adverse weather conditions, during maintenance of irrigation equipment, or during other such conditions which may temporarily preclude reclaimed water irrigation. Accordingly, as depicted in Figure 7 (WRF No. 1 Plant Plan), a "pond operational overflow structure" will connect the two ponds. Thus, if Reclaimed Water Storage Pond No. 1 becomes too full due to the aforementioned conditions (adverse weather, equipment maintenance, etc.), it will overflow by gravity to Reclaimed Water Storage Pond No. 2.

Reclaimed Water Storage Pond No. 2 will have a storage capacity of 1,625,000 gallons, which is thirteen times the 125,000 gpd AADF for WRF No. 1. Hence, the combined storage capacity of the two ponds (2,000,000 gallons) will provide 16 days of reclaimed water storage, which is anticipated to adequately meet the storage requirements as specified in the applicable FDEP rules.

Reclaimed Water Service Pump Station

A reclaimed water service pump station will be installed on the western berm of Reclaimed Water Storage Pond No. 1. The station will be hydraulically connected to both ponds via 8-inch PVC intake flumes as depicted in Figure 7 (WRF No. 1 Plant Plan). Specifically, water stored within either pond will pass through an intake screen located within a precast concrete wetwell installed within the pond bottom. The intake screen will be connected to the pump station wetwell via the 8-inch intake flume. Vertical turbine pumps will draw water from the pump station wetwell for discharge to the reclaimed water transmission system. Pump operation will be predicated on maintenance of a target operating pressure within the reclaimed water transmission system. Two vertical turbine pumps will be provided and will function on an alternating basis. With one pump out of service, the remaining pump will have adequate capacity to meet the system demand. Hence, Class I reliability requirements will be met.

Substandard Effluent Storage

In accordance with Rule 62-610.464(3), FAC, a substandard effluent holding pond will be constructed within the WRF site (see Figure 7). The storage pond will be lined with a 30-mil HDPE pond liner in order to prevent seepage. As previously discussed, discharge to the substandard effluent holding pond will occur if the effluent does not meet reclaimed water standards as confirmed by continuous turbidity and total chlorine residual monitoring.

As shown in Figure 7, substandard effluent will flow by gravity from the reuse sump to the holding pond via a 6-inch substandard effluent line. The pond will be drained back to the plant via a 6-inch diameter substandard effluent return line that will connect the pond to the plant wastewater pump station. This return line will be equipped with a 6-inch plug valve that will enable the operator to control the rate at which the pond is drained back to the lift station. The pump station will then return the substandard effluent to the flow equalization tank for re-treatment via a 6-inch diameter return line.

The substandard effluent holding pond has a design capacity of 125,000 gallons, which is equivalent to one day of storage at the 125,000 gpd WRF No. 1 design capacity. This storage capacity meets the one-day minimum requirement as specified in Rule 62-610.464(3), FAC.

Emergency Power

A diesel emergency generator system will be installed to provide emergency power capabilities. The generator will be equipped with an automatic transfer switch that will activate the generator in case of a power outage. The generator system will be sized to handle all vital plant equipment in accordance with Class I reliability requirements.

PHASE 1 CONCEPTUAL CONSTRUCTION COST OPINIONS

Conceptual construction cost opinions have been prepared for the Phase 1 wastewater system components as described in this report. The Phase 1 construction cost opinions are provided in tabular form as inventoried in Table 15. The reader should be aware that these construction cost opinions are based on currently available conceptual design information and development assumptions as described in this report. Actual construction costs will be influenced by future detailed design decisions, regulatory requirements, market conditions and growth management constraints.

All construction cost items have been assigned a standard wastewater utility plant account number as established by the National Association of Regulatory Utility Commissioners ("NARUC"). The NARUC wastewater utility plant accounts that are applicable to the Phase 1 construction cost items are summarized in Table 16.

Table 15

Farmton Water Resources

Inventory of Conceptual Construction Cost Tables

Table No.	Content	System Component
17	Conceptual Construction Cost Opinion	Water Reclamation Facility No. 1 and Transmission Systems
18	Conceptual Construction Cost Opinion	Consolidated Phase 1 Facilities by NARUC Account

Table 16

Farmton Water Resources

NARUC Wastewater Utility Plant Accounts for Construction Cost Items

Account No.	Description
354	Structures and Improvements
355	Power Generation Equipment
360	Collection Sewers – Force
361	Collection Sewers – Gravity
363	Services to Customers
366	Reuse Services
371	Pumping Equipment
374	Reuse Distribution Reservoirs
375	Reuse Transmission and Distribution System
380	Treatment and Disposal Equipment
381	Plant Sewers
389	Other Plant and Miscellaneous Equipment

Table 17
Farmton Water Resources
Conceptual Construction Cost Opinion
Water Reclamation Facility No.1 and Phase 1 Transmission Systems

Item No.	Item Description	Unit	Unit Quantity	Unit Cost ($)	Amount ($)	NARUC Account Number
1	Clearing and Grubbing	Acre	7.5	4,000	30,000	354
2	Grading, Earthwork and Drainage	Lump Sum	1	85,000	85,000	354
3	Fencing	Linear Feet	3,050	20.00	61,000	354
4	Stabilized Access Drive	Square Feet	28,500	1.00	28,500	354
5	Grassing (Seed and Mulch)	Square Yard	10,000	0.35	3,500	354
6	Grassing (Sod)	Square Yard	10,000	3.00	30,000	354
7	Process Yard Piping and Appurtenances	Lump Sum	1	80,000	80,000	381
8	Pre-engineered Concrete Wastewater Treatment Plant Structure	Lump Sum	1	230,000	230,000	354
9	Pre-engineered Concrete Wastewater Treatment Plant Equipment	Lump Sum	1	110,000	110,000	380
10	Filtration Facility Structure	Lump Sum	1	10,000	10,000	354
11	Filtration Facility Equipment	Lump Sum	1	180,000	180,000	380
12	Chlorine Contact Chambers and Reuse Sump	Lump Sum	1	60,000	60,000	354
13	Plant Wastewater Pump Station	Lump Sum	1	50,000	50,000	371
14	Substandard Effluent Pond & Appurtenances	Lump Sum	1	32,000	32,000	389
15	Emergency Generator	Lump Sum	1	35,000	35,000	355
16	Process Analyzers and Appurtenances	Lump Sum	1	18,000	18,000	380
17	Control Building	Lump Sum	1	80,000	80,000	354
18	Painting and Coating	Lump Sum	1	60,000	60,000	354
19	Site Lighting	Lump Sum	1	12,000	12,000	354
20	Controls and Instrumentation	Lump Sum	1	100,000	100,000	380
21	Electrical Work	Lump Sum	1	170,000	170,000	380
22	Reclaimed Water Ponds & Appurtenances	Lump Sum	1	124,000	124,000	374
23	Reclaimed Water Service Pump Station	Lump Sum	1	75,000	75,000	371
24	Reclaimed Water Transmission System (Note 1)	Lump Sum	1	70,720	70,720	375
25	Wastewater Transmission System (Note 2)	Lump Sum	1	252,640	252,640	360
	Subtotal				1,987,360	
	Add 25% Allowance (Note 3)				496,840	
	Total Conceptual Construction Cost Opinion				2,484,200	

Table Notes

1. Cost of proposed Phase 1 reclaimed water transmission system estimated as follows:

Item No.	Item Description	Unit	Unit Quantity	Unit Cost ($)	Amount ($)
1	6" PVC Transmission Main	Linear Feet	2,350	24	56,400
2	Transmission Main Fittings	Lump Sum	1	2,320	2,320
3	6" Gate Valve	Each	10	1,200	12,000
				Total	70,720

2. Cost of proposed Phase 1 wastewater transmission system estimated as follows:

Item No.	Item Description	Unit	Unit Quantity	Unit Cost ($)	Amount ($)
1	Lift Station and Appurtenances	Each	2	100,000	200,000
2	6" PVC Transmission Main	Linear Feet	1,600	24	38,400
3	4" PVC Transmission Main	Linear Feet	500	21	10,500
4	Transmission Main Fittings	Lump Sum	1	1,740	1,740
5	4" Gate Valve	Each	2	1,000	2,000
				Total	252,640

3. A 25% allowance is added to account for conformance with general requirements, contingent costs, and provision of engineering and permitting services.

Table 18
Farmton Water Resources
Conceptual Construction Cost Opinion
Consolidated Phase 1 Facilities By NARUC Account

		End of Year					
		2013	2014	2015	2016	2017	Total
Incremental ERCs (Note 1)		0	114	228	229	98	669
Treatment, Disposal and Transmission System Components (Note 2)	**NARUC Account**	**Phase 1 Conceptual Construction Cost ($)**					**Total ($)**
Structures and Improvements	354	862,500	0	0	0	0	862,500
Power Generation Equipment	355	43,750	0	0	0	0	43,750
Wastewater Transmission System	360	315,800	0	0	0	0	315,800
Pumping Equipment	371	156,250	0	0	0	0	156,250
Reclaimed Water Distribution Reservoirs	374	155,000	0	0	0	0	155,000
Reclaimed Water Transmission System	375	88,400	0	0	0	0	88,400
Treatment and Disposal Equipment	380	722,500	0	0	0	0	722,500
Plant Sewers	381	100,000	0	0	0	0	100,000
Other Plant and Miscellaneous Equipment	389	40,000	0	0	0	0	40,000
	Total	2,484,200	0	0	0	0	2,484,200
Wastewater Collection and Reclaimed Water Distribution System Components							
Wastewater Collection System	361	172,825	176,282	179,807	0	0	528,914
Reclaimed Water Distribution System	375	192,895	196,753	200,688	0	0	590,336
	Total	365,720	373,034	380,495	0	0	1,119,249
Allocated ERCs Per Installation Year (Note 3)		223	223	223	0	0	669
Collection System Cost Per ERC (Note 4)		$775	$791	$806			
Reclaimed Distribution System Cost Per ERC (Note 5)		$865	$882	$900			
Wastewater and Reclaimed Water Services (Note 6)							
Wastewater Service Connections	363	0	55,860	113,954	116,743	50,959	337,517
Reclaimed Water Service Connections	366	0	61,560	125,582	128,656	56,159	371,957
	Total	0	117,420	239,537	245,399	107,118	709,474
Wastewater Service Connection Cost Per ERC (Note 7)			$490	$500	$510	$520	
Reclaimed Service Connection Cost Per ERC (Note 8)			$540	$551	$562	$573	
Total Phase 1 Annual Construction Costs ($)		2,849,920	490,454	620,032	245,399	107,118	
						Total Phase 1 Conceptual Construction Cost ($)	4,312,924

Table 18
Farmton Water Resources
Conceptual Construction Cost Opinion
Consolidated Phase 1 Facilities By NARUC Account

Table 18 Notes

1. Incremental ERCs per year obtained from Table 7. All facilities have a rated Phase 1 capacity of 125,000 gpd (714 ERCs).
2. Cost of treatment, disposal and transmission system components obtained from Table 17. The cost of each item is increased by a factor of 1.25 to account for conformance with general requirements, contingent costs, and provision of engineering and permitting services. It is assumed that all treatment, disposal and transmission system components will be installed by end of year 2013 in order to be operational beginning year 2014.
3. Installation of wastewater collection system and reclaimed water distribution system to serve localized development areas is assumed to begin in 2013 and completed by 2015 (three year installation period). Thus, allocated ERCs per installation year is 223 (669 ERCs/3 years) and the cost per year is estimated by multiplying the allocated ERCs for the year by the cost per connection.
4. Cost of wastewater collection system is assumed to be $775 per ERC based on Engineer's conceptual estimate. This estimate includes conformance with general requirements, contingent costs, and provision of engineering and permitting services. A 2% per year escalation factor is assumed for projection purposes.
5. Cost of reclaimed water distribution system is assumed to be $865 per ERC based on Engineer's conceptual estimate. This estimate includes compliance with general requirements, contingent costs, and provision of engineering and permitting services. A 2% per year escalation factor is assumed for projection purposes.
6. Installation of wastewater and reclaimed water service connections is assumed to be commensurate with development activity during the year. Thus, the cost per year is estimated by multiplying the incremental ERCs for the year by the cost per connection.
7. Cost of a wastewater service connection is assumed to be $490 per ERC based on Engineer's conceptual estimate. This estimate includes conformance with general requirements, contingent costs, and provision of engineering and permitting services. A 2% per year escalation factor is assumed for projection purposes.
8. Cost of a reclaimed water service connection is assumed to be $540 per ERC based on Engineer's conceptual estimate. This estimate includes conformance with general requirements, contingent costs, and provision of engineering and permitting services. A 2% per year escalation factor is assumed for projection purposes.

PHASE 1 CONCEPTUAL O&M EXPENSE PROJECTIONS

Conceptual operation and maintenance ("O&M") expense projections have been prepared for the Phase 1 wastewater and reclaimed water systems as described in this report. All O&M expense items have been assigned a standard account number as established by NARUC. The NARUC wastewater O&M expense accounts that are applicable to the Phase 1 O&M expense items are summarized in Table 19.

Table 19

Farmton Water Resources

NARUC Wastewater O&M Expense Accounts for O&M Expense Items

Account No.	Description
711	Sludge Removal Expense
715	Purchased Power
718	Chemicals
720	Materials and Supplies
735	Contractual Services – Testing
736	Contractual Services – Other
750	Transportation Expenses
775	Miscellaneous Expenses

The Phase 1 O&M expense projections for the wastewater and reclaimed water systems are provided in tabular form as summarized below. The reader should be aware that these O&M expense projections are based on currently available conceptual design information and development assumptions as described in this report. Actual O&M expenses will be influenced by future detailed design decisions, regulatory requirements, market conditions and management decisions.

- Table 20A – Conceptual Wastewater Operation and Maintenance Expense Projections, Phase 1 Facilities by NARUC Account
- Table 20B – Conceptual Reclaimed Water Operation and Maintenance Expense Projections, Phase 1 Facilities by NARUC Account

Table 20A
Farmton Water Resources
Conceptual Wastewater Operation and Maintenance Expense Projections
Phase 1 Facilities By NARUC Account

	2014	2015	2016	2017
Annual Average ERCs (Note 1)	57	228	456	620
Annual Average Flow, GPD (Note 1)	9,975	39,900	79,875	108,449

NARUC Account	Account Name	Phase 1 Annual O&M Expense Projection ($)			
711	Sludge Removal Expense	3,192	13,023	26,593	36,828
715	Purchased Power	2,993	12,209	24,931	34,526
718	Chemicals	1,297	5,291	10,803	14,961
720	Materials and Supplies	299	1,221	2,493	3,453
735	Contractual Services - Testing (Note 2)	12,636	12,889	13,146	13,409
736	Contractual Services - Other (Note 3)	72,000	73,440	74,909	76,407
750	Transportation Expenses	399	1,628	3,324	4,603
775	Miscellaneous Expenses	698	2,849	5,817	8,056
	Total Annual O&M Expense Projection ($)	93,514	122,550	162,016	192,244

Table Notes

1. Annual average ERCs and flow obtained from Table 8.
2. Water quality testing will be dictated by the FDEP classification for WRF No. 1 (Category III, Class C). This requirement will begin upon placing the facility in operation at the beginning of 2014. A 2% per year escalation factor is assumed for projection purposes.
3. It is assumed that a contract operator will be hired to provide labor for system operations. The facility will be manned 6 hours per day, 7 days per week in accordance with FDEP requirements. This requirement will begin upon placing the facility in operation at the beginning of 2014. A 2% per year escalation factor is assumed for projection purposes.
4. All other O&M expense items are proportional to treated flow. A 2% per year escalation factor is assumed for projection purposes.

Table 20B
Farmton Water Resources
Conceptual Reclaimed Water Operation and Maintenance Expense Projections
Phase 1 Facilities By NARUC Account

	2014	2015	2016	2017
Annual Average ERCs (Note 1)	57	228	456	620
Annual Average Flow, GPD (Note 1)	9,975	39,900	79,875	108,449

NARUC Account	Account Name	Phase 1 Annual O&M Expense Projection ($)			
715	Purchased Power	798	3,256	6,648	9,207
720	Materials and Supplies	200	814	1,662	2,302
735	Contractual Services - Testing (Note 2)	6,400	6,528	6,659	6,792
736	Contractual Services - Other (Note 3)	12,000	12,240	12,485	12,734
750	Transportation Expenses	299	1,221	2,493	3,453
775	Miscellaneous Expenses	399	1,628	3,324	4,603
	Total Annual O&M Expense Projection ($)	20,096	25,687	33,271	39,091

Table Notes

1. Annual average ERCs and flow obtained from Table 8.
2. Water quality testing cost is associated with monitoring wells located within the reclaimed water service area. A 2% per year escalation factor is assumed for projection purposes.
3. It is assumed that a contract operator will be hired to provide labor for system operations. A 2% per year escalation factor is assumed for projection purposes.
4. All other O&M expense items are proportional to treated flow. A 2% per year escalation factor is assumed for projection purposes.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

622-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

Farmton Water Resources LLC

Whose principal address is:

1625 Maytown Road
Osteen, Florida 32764 (Volusia & Brevard Counties)

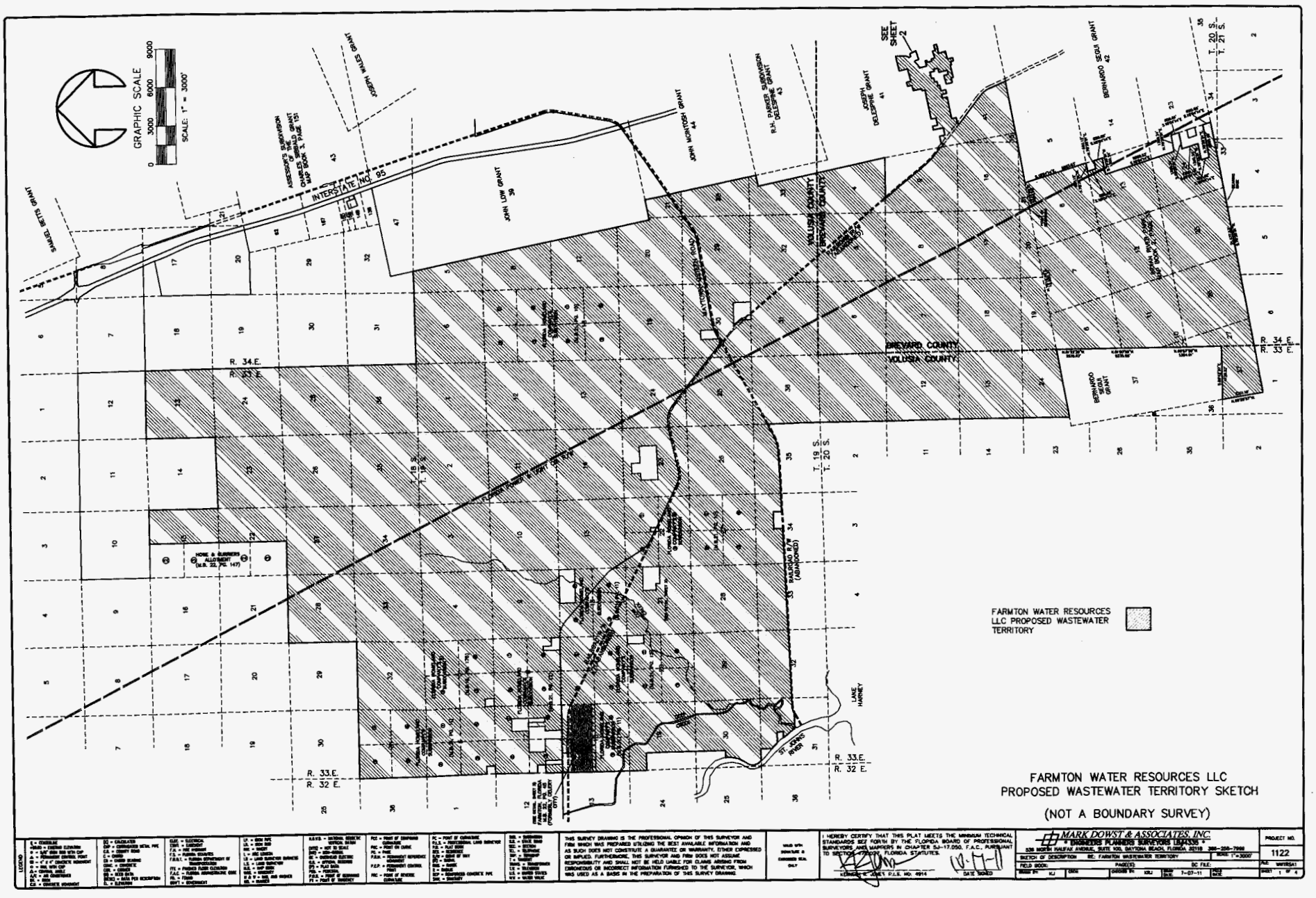
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-04-0980-FOF-WU	DOCKET	021256-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Commission Clerk and Administrative
Services Director



FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER TERRITORY SKETCH

(NOT A BOUNDARY SURVEY)

LEGEND

THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KENNETH E. JONES, P.L.S. NO. 4914 — DATE SIGNED 10-27-11

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#3535
539 NORTH MAGNOLIA AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 386-255-7996

SKETCH OF DESCRIPTION — RE: FARMTON WASTEWATER TERRITORY — SCALE: 1" = 3000'

FIELD BOOK: — PAGE(S): — BC FILE:

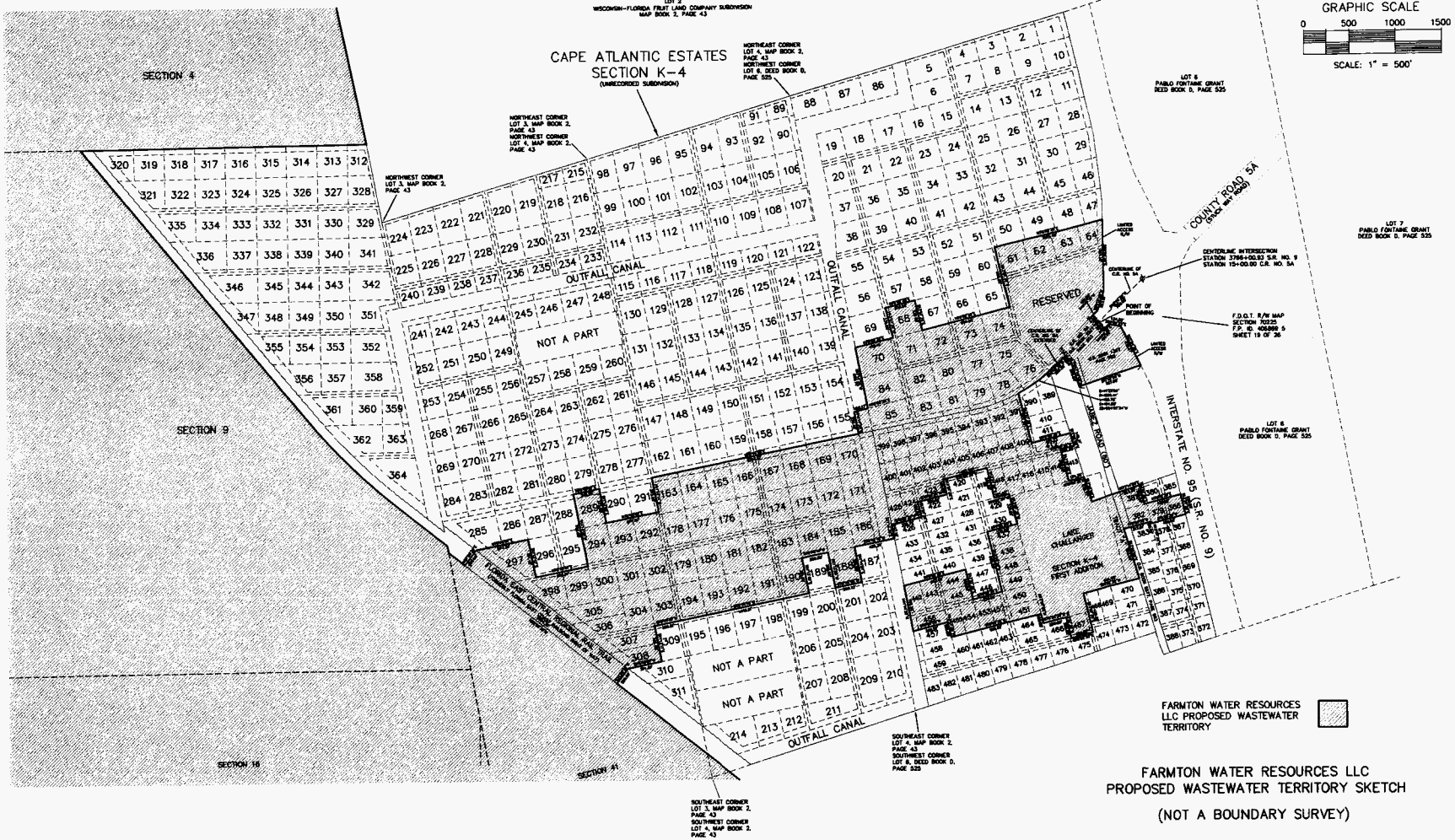
DRAWN BY: KJ — CHKD: — CHECKED BY: KEJ — DATE: 7-07-11 — PROJ. MGR.

PROJECT NO. 1122

FILE: WWTRSA1

SHEET 1 OF 4

JOSEPH DELESPINE GRANT
SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



GRAPHIC SCALE
0 500 1000 1500
SCALE: 1" = 500'

FARMTON WATER RESOURCES LLC PROPOSED WASTEWATER TERRITORY

FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER TERRITORY SKETCH

(NOT A BOUNDARY SURVEY)

THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

VALID WITH ORIGINAL & EMBOSSED SEAL ONLY

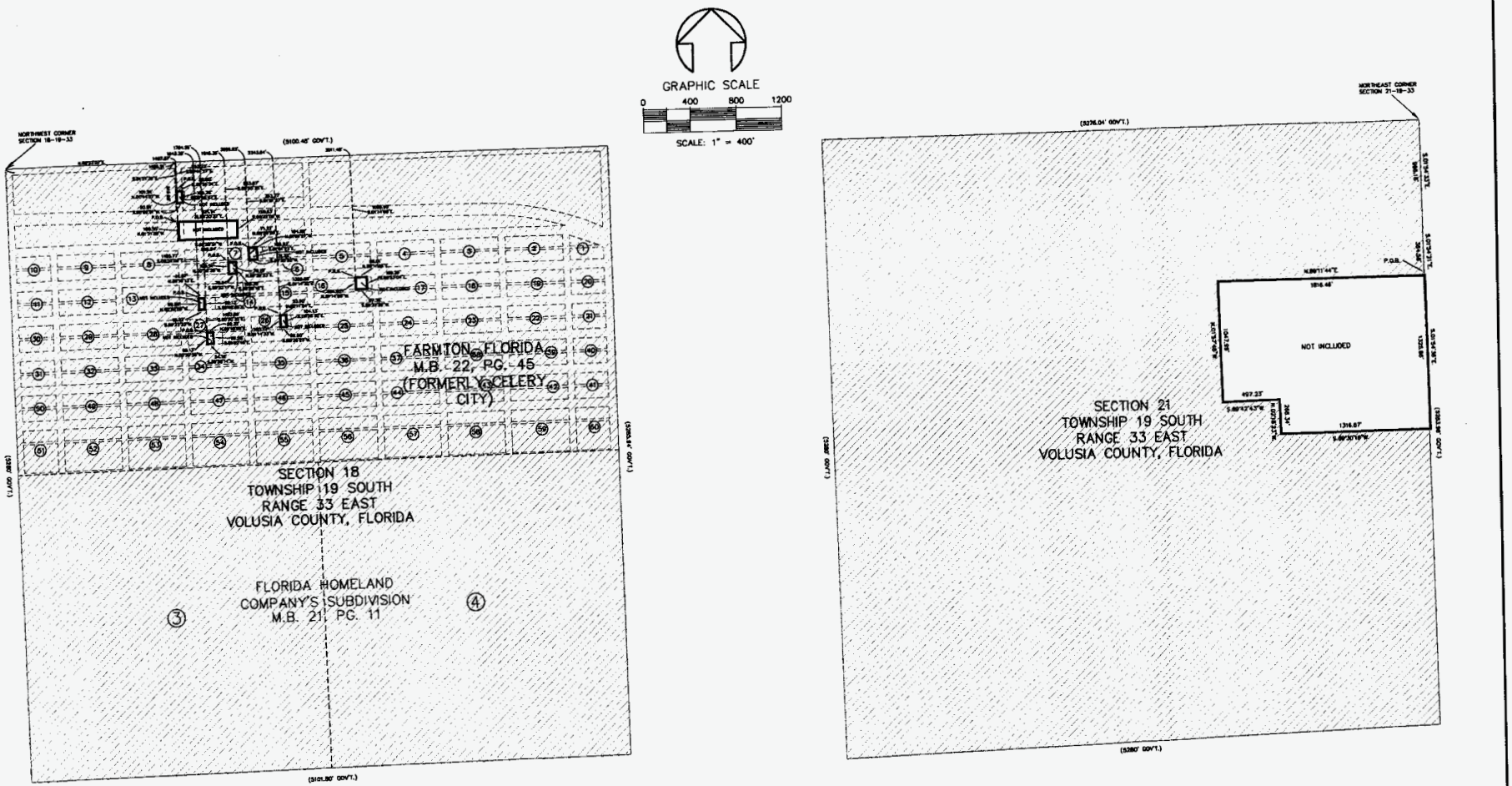
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KENNETH R. JONES, P.L.S. NO. 4914 KJONES@MDAENG.COM

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
539 NORTH MALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 386-258-7999

SECTION OR DESCRIPTION: RE: FARMTON WASTEWATER TERRITORY | SCALE: 1"=500'
FIELD BOOK: | PAGE(S): | DC FILE:
DRAWN BY: KJ | CHK'D: | CHECKED BY: KJ | DATE: 7-07-11 | REVISION DATE:

PROJECT NO. 1122
FILE: CADD
SHEET 2 OF 4



FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER TERRITORY SKETCH
(NOT A BOUNDARY SURVEY)

LEGEND

THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KENNETH R. JONES, P.L.S. NO. 4914 — DATE SIGNED

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4355
538 NORTH HALIFAX AVENUE, SUITE 105, DAYTONA BEACH, FLORIDA 32118 386-255-7599

SKETCH OF DESCRIPTION RE: FARMTON WASTEWATER TERRITORY — SCALE: 1"=400'

FIELD BOOK: — PAGE(S): — DC FILE:

DRAWN BY: KJ | CHKD: | CHECKED BY: KRJ | DATE: 7-07-11 | FIELD DATE:

PROJECT NO. 1122

FILE: WWTRSA3

SHEET 3 OF 4

LEGAL DESCRIPTION

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

THE EAST ½ OF SECTIONS 15 AND 22
ALL OF SECTIONS 13, 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 ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5

LESS AND EXCEPT THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6

LESS AND EXCEPT THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; AND THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼; AND THE EAST 3/4 OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST 3/4 OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼; AND THE WEST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼; AND THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7

LESS AND EXCEPT THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼; AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8

LESS AND EXCEPT THE NORTH ½ OF THE NORTHEAST ¼ 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 1486.51 FEET; THENCE RUN S.01°21'38"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°21'38"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 1487.87 FEET; THENCE RUN S.00°44'27"E., FOR A DISTANCE OF 253.23 FEET TO THE POINT OF BEGINNING; THENCE 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.89°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 1643.36 FEET; THENCE RUN S.00°52'09"E., FOR A DISTANCE OF 1185.77 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°16'13"E., FOR A DISTANCE OF 48.07 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 1704.56 FEET; THENCE RUN S.00°20'35"E., FOR A DISTANCE OF 1482.69 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 1916.36 FEET; THENCE RUN S.00°56'35"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°56'35"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 2089.62 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 2343.64 FEET; THENCE RUN S.01°14'33"E., FOR A DISTANCE OF 1350.09 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°11'54"E., FOR A DISTANCE OF 53.80 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 3011.48 FEET; THENCE RUN S.01°14'00"E., FOR A DISTANCE OF 1059.93 FEET TO THE POINT OF BEGINNING; THENCE 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 998.18 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 1325.86 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°30'18"W., FOR A DISTANCE OF 1316.67 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 1047.89 FEET; THENCE RUN N.89°11'44"E., FOR A DISTANCE OF 1816.46 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

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

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

THOSE PORTIONS OF SECTIONS 9, 15, 16 AND 21 AND THAT PART OF THE JOSEPH DELESPINE GRANT, SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA EAST COAST RAILROAD RIGHT OF WAY.

A PART OF CAPE ATLANTIC ESTATES, SECTION K-4 AND CAPE ATLANTIC ESTATES, SECTION K-4 FIRST ADDITION, UNRECORDED SUBDIVISIONS IN LOTS 3 AND 4 OF THE WISCONSIN-FLORIDA FRUIT LAND COMPANY SUBDIVISION, RECORDED IN MAP BOOK 2, PAGE 43, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PART OF LOT 6, PABLO FONTANE GRANT, RECORDED IN DEED BOOK "D", PAGE 325, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALL BEING IN THE JOSEPH DELESPINE GRANT, SECTION 41, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 9 (INTERSTATE NO. 95), WITH THE CENTERLINE OF COUNTY ROAD NO. 5A (STUCKWAY ROAD) AS NOW ESTABLISHED, RUN S.46°46'30"W. ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 5A, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9 THE FOLLOWING COURSES AND DISTANCES: S.43°13'30"E., A DISTANCE OF 100.00 FEET; THENCE N.46°46'30"E., A DISTANCE OF 100.00 FEET; THENCE S.80°09'25"E., A DISTANCE OF 124.82 FEET; THENCE S.27°54'28"E., A DISTANCE OF 470.87 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN S.72°12'56"W., A DISTANCE OF 727.92 FEET TO THE WEST RIGHT OF WAY LINE OF JABEZ ROAD, AN 80 FOOT RIGHT OF WAY; THENCE N.17°46'00"W. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 266.94 FEET; THENCE N.43°13'30"W. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S.46°46'30"W. ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF SAID COUNTY ROAD NO. 5A, A DISTANCE OF 229.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,588.41 FEET AND A CENTRAL ANGLE OF 14°32'08", A CHORD DISTANCE OF 404.88 FEET, AND A CHORD BEARING OF S.54°02'34"W.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY CENTERLINE EXTENSION A DISTANCE OF 405.78 FEET; THENCE DEPARTING SAID CENTERLINE EXTENSION, RUN S.13°57'30"E., A DISTANCE OF 547.24 FEET; THENCE N.76°02'30"E., A DISTANCE OF 421.73 FEET; THENCE S.17°46'00"E., A DISTANCE OF 140.31 FEET; THENCE S.76°02'30"W., A DISTANCE OF 151.05 FEET; THENCE S.13°57'30"E., A DISTANCE OF 350.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 174.35 FEET; THENCE S.17°46'00"E., A DISTANCE OF 278.77 FEET; THENCE N.72°14'00"E., A DISTANCE OF 363.38 FEET; THENCE S.13°57'30"E., A DISTANCE OF 208.80 FEET; THENCE N.76°02'30"E., A DISTANCE OF 430.00 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9; THENCE S.13°57'30"E. ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN S.76°02'30"W., A DISTANCE OF 400.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 20.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 317.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID JABEZ ROAD; THENCE S.17°46'00"E. ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 553.88 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN S.76°02'30"W., A DISTANCE OF 644.78 FEET; THENCE S.13°57'30"E., A DISTANCE OF 430.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 250.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 230.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 250.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 100.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 990.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 380.57 FEET; THENCE N.11°14'36"W., A DISTANCE OF 495.56 FEET; THENCE N.76°02'30"E., A DISTANCE OF 897.09 FEET; THENCE S.13°57'30"E., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 165.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 495.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 330.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 165.00 FEET; THENCE S.76°02'30"W., A DISTANCE OF 335.79 FEET; THENCE S.11°14'36"E., A DISTANCE OF 147.16 FEET; THENCE S.78°46'46"W., A DISTANCE OF 439.39 FEET; THENCE S.11°14'07"E., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 289.12 FEET; THENCE N.11°13'56"W., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 288.08 FEET; THENCE S.11°13'46"E., A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W., A DISTANCE OF 1445.21 FEET; THENCE S.78°48'07"W. A DISTANCE OF 288.01 FEET; THENCE S.11°13'11"E., A DISTANCE OF 385.00 FEET; THENCE S.78°48'07"W., A DISTANCE OF 371.07 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL (FORMERLY FLORIDA EAST COAST RAILROAD RIGHT OF WAY); THENCE S.37°50'30"W. ACROSS SAID RIGHT OF WAY, A DISTANCE OF 200.00 FEET; THENCE N.52°09'30"W. ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, A DISTANCE OF 2,074.25 FEET; THENCE N.37°50'30"E. ACROSS SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, A DISTANCE OF 200.00 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST REGIONAL RAIL TRAIL, RUN N.78°48'07"E., A DISTANCE OF 574.28 FEET; THENCE S.11°12'47"E., A DISTANCE OF 411.40 FEET; THENCE N.78°48'07"E., A DISTANCE OF 578.01 FEET; THENCE N.11°13'00"W., A DISTANCE OF 785.00 FEET; THENCE N.78°48'07"E., A DISTANCE OF 288.98 FEET; THENCE S.11°13'08"E., A DISTANCE OF 373.60 FEET; THENCE N.78°48'07"E., A DISTANCE OF 577.97 FEET; THENCE N.11°13'14"W., A DISTANCE OF 373.60 FEET; THENCE N.78°46'46"E., A DISTANCE OF 2,312.27 FEET; THENCE N.11°14'36"W., A DISTANCE OF 238.49 FEET; THENCE N.76°02'30"E., A DISTANCE OF 150.17 FEET; THENCE N.11°14'36"W., A DISTANCE OF 660.74 FEET; THENCE N.76°02'30"E., A DISTANCE OF 419.41 FEET; THENCE N.13°57'30"W., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 330.00 FEET; THENCE S.13°57'30"E., A DISTANCE OF 330.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 990.00 FEET; THENCE N.13°57'30"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'30"E., A DISTANCE OF 1,195.40 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9 ; THENCE RUN ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.00°56'30"E., A DISTANCE OF 764.19 FEET; THENCE S.20°12'40"W., A DISTANCE OF 223.61 FEET; THENCE S.46°46'30"W., A DISTANCE OF 100.00 FEET; THENCE S.43°13'30"E., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

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, 12, 25, 26, AND A PORTION OF SECTIONS 8, 10, 11, 13, 24 AND 27, OF THE PLAT OF INDIAN RIVER PARK SUBDIVISION OF THE BERNARDO SEGUI GRANT RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 34 EAST THENCE N.78°15'40"E. A DISTANCE OF 2303.80 FEET; THENCE S.18°04'14"E, A DISTANCE OF 5203.03 FEET; THENCE S.78°28'51"W. A DISTANCE OF 650.12 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N.78°28'51"E, A DISTANCE OF 650.12 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 5850.53 FEET; THENCE N.78°28'51"E, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 1300.12 FEET; THENCE S.78°28'51"W, A DISTANCE OF 1300.24 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE N.78°28'51"E, A DISTANCE OF 2600.48 FEET; THENCE S.18°04'14"E, A DISTANCE OF 650.06 FEET; THENCE S.78°28'51"W, A DISTANCE OF 21,437.63 FEET TO THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST; THENCE N.09°25'57"W, A DISTANCE 3351.19 FEET; THENCE S.89°42'37"E, A DISTANCE OF 4129.52 FEET; THENCE N.00°57'50"W, A DISTANCE OF 5354.01 FEET; THENCE N.01°00'58"W, A DISTANCE OF 5235.95 FEET; THENCE N.01°27'29"W, A DISTANCE OF 2576.62 FEET; THENCE N.78°15'40"E, A DISTANCE OF 10,900.37 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARING STRUCTURE IS BASED ON FARMTON WATER RESOURCES, LLC, WATER BOUNDARY LEGAL DESCRIPTION RECORDED IN O.R. BOOK 5421, PAGE 989, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY AND ACCURATE TITLE SEARCH, IF ANY. NO TITLE OPINION OR ABSTRACT WAS PROVIDED.
4. LEGAL DESCRIPTION BASED ON FARMTON WATER RESOURCES, LLC, WATER BOUNDARY DESCRIPTION RECORDED IN O.R. BOOK 5421, PAGE 989, WITH ADDITIONS AND DELETIONS BY MARK DOWST & ASSOCIATES, INC.
5. SKETCH OF DESCRIPTION ONLY, NOT A BOUNDARY SURVEY.
6. LEGAL STATUS OF THE ROAD RIGHTS OF WAY SHOWN ON THE INDIVIDUAL RECORDED SUBDIVISIONS IS NOT KNOWN.
7. GOV'T. = ORIGINAL GOVERNMENT SURVEY, (33) = BLOCK NUMBER
8. THE METES AND BOUNDS REFERENCES SHOWN ARE BASED ON THE LEGAL DESCRIPTION RECORDED IN O.R. BOOK 5421, PAGE 989, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, UNRECORDED MAPS OF CAPE ATLANTIC ESTATES AND FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS.

FARMTON WATER RESOURCES LLC
PROPOSED WASTEWATER TERRITORY SKETCH
(NOT A BOUNDARY SURVEY)

LEGEND

℄ = CENTERLINE; +0.00 = EXISTING ELEVATION; ● = 5/8" IRON ROD WITH CAP; ▲ = PERMANENT CONTROL POINT; ■ = 4" X 4" CONCRETE MONUMENT; ○ = NAIL WITH CAP; Δ = CENTRAL ANGLE; A/C = AIR CONDITIONER; BK = BOOK; C.M. = CONCRETE MONUMENT

(C) = CALCULATED; CMP = CORRUGATED METAL PIPE; C.R. = COUNTY ROAD; C = CHORD; CB = CHORD BEARING; CONC. = CONCRETE; COR. = CORNER; (D) = DEED DATA; (DESC) = DATA PER DESCRIPTION; EL = ELEVATION

ELEC. = ELECTRICAL; ESMT. = EASEMENT; F.H. = FIRE HYDRANT; F.S. = FLORIDA STATUTES; F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION; FFE = FINISHED FLOOR ELEVATION; F.A.C. = FLORIDA ADMINISTRATIVE CODE; FD. = FOUND; GOV'T = GOVERNMENT

I.P. = IRON PIPE; I.R. = IRON ROD; INV. = INVERT; L = ARC LENGTH; LB = LAND SURVEYOR BUSINESS; L.S. = LAND SURVEYOR; M.B. = MAP BOOK; MAS. = MASONRY; N & W = NAIL AND WASHER; NO. = NUMBER

N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM; (NTS) = NOT TO SCALE; (NR) = NON-RADIAL; OE = OVERHEAD ELECTRIC; O.R. = OFFICIAL RECORDS; (P) = PLAT DATA; PED. = PEDESTAL; P.O.B. = POINT OF BEGINNING; PT = POINT OF TANGENCY

PCC = POINT OF COMPOUND CURVATURE; POC = POINT ON CURVE; PG. = PAGE; P.R.M. = PERMANENT REFERENCE MONUMENT; P.C.P. = PERMANENT CONTROL POINT; PRC = POINT OF REVERSE CURVATURE

PC = POINT OF CURVATURE; P.L.S. = PROFESSIONAL LAND SURVEYOR; P.B. = PLAT BOOK; RES. = RESIDENCE; R/W = RIGHT OF WAY; (R) = RADIAL; RNG. = RANGE; R = RADIUS; RCP = REINFORCED CONCRETE PIPE; SAN. = SANITARY

SUB. = SUBDIVISION; S.R. = STATE ROAD; SEC. = SECTION; TEL. = TELEPHONE; TWP. = TOWNSHIP; T = TANGENT; TRANS. = TRANSFORMER; T.V. = TELEVISION; U.S. = UNITED STATES; W.V. = WATER VALVE

THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KENNETH R. JONES, P.L.S. NO. 4914 | DATE SIGNED

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 386-258-7999

SCALE	1"=400'
SKETCH OF DESCRIPTION	RE: FARMTON WASTEWATER TERRITORY
FIELD BOOK:	PAGE(S):
DC FILE:	
DRAWN BY:	KJ
CREW:	
CHECKED BY:	KRJ
DRAWN DATE:	7-07-11
FIELD DATE:	
PROJECT NO.	1122
FILE	WWTRSA4
SHEET	4 OF 4