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May 16, 2012

VIA HAND DELIVERY

Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED-FPSC  
12 MAY 16 PM 2:23  
COMMISSION  
CLERK

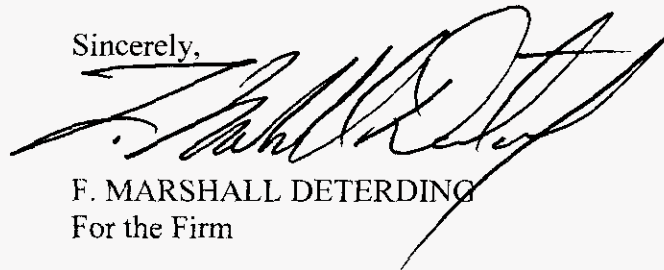
Re: **PSC Docket No. 110298-SU; Farnton Water Resources LLC  
Application for Original Wastewater Certificate in Brevard County**

Dear Ms. Cole,

Attached in accordance with the fourth ordering paragraph of Commission Order No. PSC-12-0204-PAA-SU is an original executed 99 year Lease Agreement between Farnton Water Resources LLC and the land owner. With the filing of this 99 year Lease Agreement, we believe that all of the requirements of the Final Order in this case have been complied with.

If you need anything further or have any questions with regard to the Lease Agreement, please do not hesitate to contact me.

Sincerely,



F. MARSHALL DETERDING  
For the Firm

FMD/bsr  
Enclosure

cc: Caroline Klancke, Esquire  
Kathy Kaproth  
Patti Daniel  
Melissa Jones-Alexis  
George Slemkewicz  
Barbra Goering, Esquire  
Glenn Storch, Esquire  
Jim Boyd, PE  
Robert C. Nixon, CPA

DOCUMENT NUMBER-DATE

03114 MAY 16 2012

**LEASE AGREEMENT**

**THIS LEASE**, is made and entered into this 10 day of MAY, 2012, by and between "Swallowtail LLC", a Delaware Limited Liability Corporation (hereinafter 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 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 owner 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"** represents the certificated service territory of Service Company, some of which is owned by Owner, and some of which is owned by affiliates of Owner.

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 owned by Owner, 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 \$4,916.00 ("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 Owner's 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 portions of the Property being leased hereunder, 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, at Owner's option, 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:

Swallowtail LLC  
Attn: Barbra Goering  
410 N. Michigan Ave. Room 590  
Chicago, IL 60611

Service Company:

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 sites or leased 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.

**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")

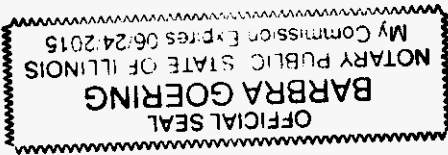
David L. Furbush

36

By: John Rau  
Its: "Manager"

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 10 day of MAY, 2012, by JOHN RAU, Manager of Swallowtail LLC, who is personally known to me individually and in the capacities aforesaid or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

Signed, Sealed and Delivered  
in the Presence of:

Farmton Water Resources LLC  
("Service Company")

David L. Furbush

36

By: John Rau  
Its: "Manager" PRESIDENT

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 10 day of MAY, 2012, by JOHN RAU, PRESIDENT of Farmton Water Resources LLC who is personally known to me individually and in the capacities aforesaid or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public



Exhibit "A"

Property

**Farmton Water Resources LLC**  
**Description of Wastewater and Reuse Territory**  
**Brevard County**

A PART OF SECTIONS 4, 5, 6, 7, 8, 9, 15, 16, 17, 18, 19, 20 AND 21, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, AND A PART OF THE JOSEPH DELESPINE GRANT, SECTION 41, AND A PART OF THE BERNARDO SEGUI GRANT, SECTION 42, BOTH IN TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND SECTION 37, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 6, AS THE POINT OF BEGINNING, RUN S.00°47'08"E., ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 5,460.91 FEET; THENCE S.01°03'19"E., ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 5,293.89 FEET; THENCE S.01°16'36"E., ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 5,294.30 FEET; THENCE S.01°13'54"E., ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 2,646.95 FEET; THENCE S.00°53'46"E., ALONG THE WEST LINE OF SAID SECTION 19, AND ALONG THE WEST LINE OF SAID TOWNSHIP 20 SOUTH, RANGE 34 EAST, A DISTANCE OF 2,646.82 FEET; THENCE S.01°11'54"E. ALONG THE WEST LINE OF SAID TOWNSHIP 20 SOUTH, RANGE 34 EAST, A DISTANCE OF 10596.94 FEET TO THE SOUTHWEST CORNER OF SAID TOWNSHIP 20 SOUTH, RANGE 34 EAST; THENCE S.00°44'05"E. ALONG THE WEST LINE OF SAID TOWNSHIP 21 SOUTH, RANGE 34 EAST, A DISTANCE OF 2705.30 FEET TO THE SOUTH LINE OF SAID BERNARDO SEGUI GRANT, SECTION 37, TOWNSHIP 21 SOUTH, RANGE 34 EAST; THENCE RUN ALONG THE SOUTH LINE OF SAID BERNARDO SEGUI GRANT THE FOLLOWING COURSES AND DISTANCES: N.78°54'18"E. A DISTANCE OF 12476.05 FEET; THENCE N.78°51'19"E. A DISTANCE OF 2644.03 FEET; THENCE N.78°54'23"E. A DISTANCE OF 2621.21 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N.16°53'42"W. A DISTANCE OF 660.00 FEET; THENCE S.78°47'52"W. A DISTANCE OF 2619.60 FEET; THENCE N.16°53'42"W. A DISTANCE OF 675.21 FEET; THENCE N.78°54'23"E. A DISTANCE OF 1319.00 FEET; THENCE N.16°50'34"W. A DISTANCE OF 1319.84 FEET; THENCE N.78°54'29"E. A DISTANCE OF 1299.88 FEET; THENCE N.16°54'12"W. A DISTANCE OF 647.20 FEET; THENCE S.78°54'29"W. A DISTANCE OF 1299.90 FEET; THENCE N.16°54'12"W. A DISTANCE OF 1978.43 FEET; THENCE N.17°01'13"W. A DISTANCE OF 2638.46 FEET; THENCE N.16°49'27"W, A DISTANCE OF 1336.66 FEET; THENCE N.78°54'29"E. A DISTANCE OF 1299.87 FEET; THENCE N.16°49'23"W. A DISTANCE OF 645.97 FEET; THENCE S.78°54'29"W. A DISTANCE OF 639.90 FEET; THENCE N.16°49'23"W. A DISTANCE OF 681.15 FEET; THENCE N.78°54'29"E. A DISTANCE OF 639.78 FEET; THENCE N.17°07'37"W. A DISTANCE OF 4960.27 FEET TO THE NORTH LINE OF THE BERNARDO SEGUI GRANT; THENCE N.78°50'28"E., ALONG THE NORTH LINE OF SAID BERNARDO SEGUI GRANT, A DISTANCE OF

7,858.19 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL (FORMERLY THE FLORIDA EAST COAST RAILROAD); THENCE RUN ALONG THE WEST RIGHT OF WAY LINE OF SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL THE FOLLOWING COURSES AND DISTANCES; N.24°12'03"W., A DISTANCE OF 1,275.08 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,764.93 FEET AND A CENTRAL ANGLE OF 27°56'49", A CHORD DISTANCE OF 1,335.31 FEET, AND A CHORD BEARING OF N.38°10'27"W.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,348.64 FEET; THENCE N.52°08'52"W., A DISTANCE OF 4,791.26 FEET TO THE WEST LINE OF SAID JOSEPH DELESPINE GRANT; THENCE N.10°15'13"W., ALONG THE WEST LINE OF SAID JOSEPH DELESPINE GRANT A DISTANCE OF 74.88 FEET; THENCE DEPARTING SAID LINE, CONTINUE ALONG THE WEST LINE OF SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL THE FOLLOWING COURSES AND DISTANCES; N.52°08'52"W., A DISTANCE OF 753.03 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5,779.65 FEET AND A CENTRAL ANGLE OF 12°13'18", A CHORD DISTANCE OF 1,230.50 FEET, AND A CHORD BEARING OF N.46°02'13"W.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,232.84 FEET; THENCE N.39°55'34"W., A DISTANCE OF 3,846.52 FEET TO THE SOUTH LINE OF SAID SECTION 4; THENCE N.89°32'42"E., ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 3,172.78 FEET; THENCE N.11°54'09"W., ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 5,680.75 FEET; THENCE S.89°03'20"W., ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 3,213.88 FEET; THENCE S.89°03'20"W. ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 5,297.93 FEET; THENCE S.89°01'51"W., ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 5,623.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

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 CENTRAL 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 CENTRAL REGIONAL RAIL TRAIL, A DISTANCE OF 2,074.25 FEET; THENCE N.37°50'30"E. ACROSS SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL, A DISTANCE OF 200.00 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST CENTRAL 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.

LESS AND EXCEPT THE FOLLOWING PARCEL:

FROM THE INTERSECTION OF THE EAST LINE OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL (FORMERLY THE FLORIDA EAST COAST RAILROAD), A 200 FOOT RIGHT OF WAY, RUN S.52°09'30"E. ALONG THE SOUTHERLY LINE OF SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL A DISTANCE OF 216.62 FEET; THENCE DEPARTING SAID LINE, RUN N.37°50'30"E. ACROSS SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL, A DISTANCE OF 200.00 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY

LINE OF SAID FLORIDA EAST CENTRAL 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 2023.21 FEET; THENCE S.11°14'07"E. A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.11°14'07"E. A DISTANCE OF 385.00 FEET; THENCE S.78°46'46"W. A DISTANCE OF 144.54 FEET; THENCE N.11°14'01"W. A DISTANCE OF 385.00 FEET; THENCE N.78°46'46"E. A DISTANCE OF 144.53 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Description of Sites





EXHIBIT "C"

SERVICE COMPANY INSURANCE REQUIREMENTS

I.	<b>WORKERS COMPENSATION:</b>	Statutory Limits
	Employers Liability: Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee

Service Company must provide a Waiver of Subrogation endorsement in favor of Farmton Management LLC, Swallowtail LLC and Miami Corporation.

II.	<b>COMMERCIAL GENERAL LIABILITY: (Occurrence Form)</b>	
	General Aggregate	\$2,000,000
	Products/Completed Operations, Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 100,000

Per Site Aggregate Limit shall be applicable to the General Liability Coverage.

III.	<b>COMMERCIAL AUTOMOBILE LIABILITY:</b>	
	Combined Single Limit (Each Accident)	\$1,000,000
	All owned, Non-Owned & Hired Vehicles shall be insured.	

IV.	<b>UMBRELLA LIABILITY:</b>	
	Each Occurrence	\$2,000,000
	Aggregate – per job site	\$2,000,000
	Self Insured Retention – not in excess of	\$ 10,000

V. **PROFESSIONAL LIABILITY** – The Service Company shall maintain a professional liability insurance policy in the amount of \$2,000,000 during the term of this Lease. In the event the Service Company fails to secure and maintain such coverage, Service Company shall be deemed the insurer of such professional liability insurance and shall be responsible for all damages suffered by Farmton Management LLC, Swallowtail LLC and Miami Corporation as a result thereof, including attorney’s fees and costs.

- VI. The Service Company shall name the following entities on its Commercial General Liability, Business Automobile Liability and Umbrella Liability Policies as additional insureds:
- Miami Corporation
  - Farmton Management LLC
  - Swallowtail LLC
  - Directors, officers, agents and employees of the above entities

Such policies shall be endorsed to provide primary & non-contributory coverage to the Additional Insureds in relation to any and all other liability insurance policies carried by or for the benefit of the Additional Insureds.

- VII. The Service Company shall purchase and maintain such insurance with insurance companies acceptable to the Owner. The companies must maintain a minimum A.M. Best insurance rating of A-IX.
- VIII. Prior to occupying the property, Certificates of Insurance, including a 30-day Notice of Cancellation or material change in coverage, must be transmitted to Farnton Management LLC with original forwarded to Farnton Management LLC. The certificate holder shall read:

Farnton Management LLC  
Attn: Barbra Goering  
410 North Michigan Avenue  
Suite 590  
Chicago, Illinois 60611

- IX. Prior to occupying the property, Certificates of Insurance, including a 30-Day Notice of Cancellation or material change in coverage, must be transmitted to Swallowtail LLC with the original forwarded to Swallowtail LLC. The certificate holder shall read:

Swallowtail LLC  
Attn: Barbra Goering  
410 North Michigan Avenue  
Suite 590  
Chicago, Illinois 60611

- X. Prior to occupying the property, Certificates of Insurance, including a 30-Day Notice of Cancellation or material change in coverage, must be transmitted to Miami Corporation with the original forwarded to the Miami Corporation. The certificate holder shall read:

Miami Corporation  
Attn: Barbra Goering  
410 North Michigan Avenue  
Suite 590  
Chicago, Illinois 60611