

Eric Fryson

From: Bronwyn Ferrell <bferrell@sfflaw.com>
Sent: Wednesday, March 27, 2013 8:54 AM
To: Filings@psc.state.fl.us; Caroline Klancke; Pat Brady
Cc: John Wharton
Subject: {BULK} FILING IN DOCKET NO 090459-WS; Bluefield Utilities
Attachments: Third Amendment Water Lease.pdf
Importance: Low

- a. The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing

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- b. The docket number and title if filed in an existing docket:

Docket: 090459-WS

Application of Bluefield Utilities, LLC

- c. The name of the party on whose behalf the document is filed:

Bluefield Utilities

- d. The total number of pages in each attached document: 7

- e. A brief but complete description of each attached document.

Third Amendment to Water Lease Agreement

BRONWYN R. FERRELL
Legal Assistant

**SUNDSTROM,
FRIEDMAN & FUMERO, LLP**
Attorneys | Counselors



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090459-WS

THIRD AMENDMENT TO WATER LEASE AGREEMENT

THIS THIRD AMENDMENT TO WATER LEASE AGREEMENT (this "Amendment") is hereby entered into by and between EVANS PROPERTIES, INC., a Florida corporation ("Lessor"), and BLUEFIELD UTILITIES, LLC, a Florida limited liability company ("Lessee") on March 26th, 2013.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Water Lease Agreement (the "Water Lease Agreement") dated September 2, 2009.

WHEREAS, Lessor and Lessee executed that certain First Amendment to Water Lease Agreement dated February 15, 2012 (the "First Amendment").

WHEREAS, Lessor and Lessee executed that certain Second Amendment to Water Lease Agreement dated January 22, 2013 (the "Second Amendment"). (The Water Lease Agreement, as amended by the First Amendment and the Second Amendment, shall hereinafter be collectively referred to as the "Lease").

WHEREAS, Lessor and Lessee have deemed it in their best interest to amend the terms of the Lease as provided hereinbelow.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 1 of the Water Lease Agreement is hereby amended to provide that the Leased Premises are approximately 20 acres, more or less, all located in St. Lucie County, Florida. No part of the Leased Premises is located in Martin County, Florida, and any reference to Martin County in the Water Lease Agreement is hereby deleted. Lessor and Lessee hereby agree that the term "Leased Premises" as used in the Lease shall refer to the proposed water treatment plant sites and well sites depicted in Exhibit "A", attached hereto and made a part hereof, as if such Exhibit "A" had been attached to the Water Lease Agreement at the time of its execution. Lessor and Lessee also agree that upon the completion of engineering plans for Phase 1 of the utility system improvements to be constructed by Lessee on the Leased Premises, Exhibit "A" shall be replaced by legal descriptions to be mutually agreed upon by Lessor and Lessee, based upon a survey of the real property on which such utility system improvements will be constructed. Such survey shall be obtained by Lessee at Lessee's sole cost.

2. Except as otherwise provided herein, all provisions of the Lease shall remain in full force and effect as amended hereby.

3. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Water Lease Agreement on the date shown above.

LESSOR:

EVANS PROPERTIES, INC., a
Florida corporation

By: Ronald L Edwards
Ronald L. Edwards, President

LESSEE:

BLUEFIELD UTILITIES, LLC, a Florida
limited liability company

By: Ronald L Edwards
Ronald L. Edwards, Manager

[CORPORATE SEAL]



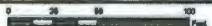
Legend



Proposed Water Treatment Plant

Proposed Watermain

4-Acre Water
 Treatment Plant Site
 Longitude: 80°29'6.2"W
 Latitude: 27°22'39.9"N



ID1-W1
FIGURE

BLUEFIELD UTILITIES, LLC
 ST LUCIE COUNTY ID 1
 CONCEPTUAL WATER TREATMENT PLANT SITE

PO #675380



gai consultants
 transforming ideas into reality
 881 E. Palm Street - Suite 1020
 Orlando, Florida 32801
 Phone 407.423.0208 Fax 407.423.1070



ID2-W1

FIGURE

BLUEFIELD UTILITIES, LLC
ST LUCIE COUNTY ID 2
CONCEPTUAL WATER TREATMENT PLANT 1 SITE

PO #675380

gai consultants
transforming ideas into reality,
801 E. Pine Street - Suite 1020
Orlando, Florida 32805
Phone 407.429.9389 Fax 407.545.1070



ID2-W2

FIGURE

BLUEFIELD UTILITIES, LLC
ST LUCIE COUNTY ID 2
CONCEPTUAL WATER TREATMENT PLANT 2 SITE

PO #675380

gal consultants
transforming ideas into reality.
201 E. Pine Street - Suite 1030
Ocala, Florida 32305
Phone 407.422.8368 Fax 407.422.1070



ID2-W3

FIGURE

BLUEFIELD UTILITIES, LLC
ST LUCIE COUNTY ID 2
CONCEPTUAL WATER TREATMENT PLANT 3 SITE

PO #675380



gai consultants
transforming ideas into reality,SM
301 E. Pine Street - Suite 1020
Orlando, Florida 32801
Phone 407.428.9399 Fax 407.943.1070



Legend
● Existing Well
— Proposed Watermain

4-Acre Well Site
Longitude: 80°37'51.5"W
Latitude: 27°17'30.8"N

W26

1D2-M4
FIGURE

BLUEFIELD UTILITIES, LLC
ST LUCIE COUNTY ID 2
WELL 26 SITE

PO #675380

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301 E. Pine Street - Suite 1020
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