

Eric Fryson

From: Bronwyn Revell [brevell@sfflaw.com]
Sent: Monday, December 03, 2012 1:40 PM
To: Filings@psc.state.fl.us; Caroline Klancke; Michael Minton; Lee Dobbins; Phillip C. Gildan
Subject: {BULK} Bluefield (090459-WS)
Importance: Low
Attachments: Bluefield.pdf

- a. The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing
 John L. Wharton
 Sundstrom, Friedman & Fumero, LLP
 2548 Blairstone Pines Drive
 Tallahassee, FL 32301
 (850) 877-6555
jwharton@sfflaw.com

- b. The docket number and title if filed in an existing docket:
 Dockets: 090459-WS
 Application of Bluefield Utilities, LLC

- a. The name of the party on whose behalf the document is filed:
 Bluefield Utilities

- b. The total number of pages in each attached document: 6

- c. A brief but complete description of each attached document.
 Letter (1 page) attaching letter from David Acton (1 page) and Settlement Agreement (4 pages)

BRONWYN REVELL
Legal Assistant

**SUNDSTROM,
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December 3, 2012

VIA EMAIL

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

Re: Application of Bluefield Utilities, LLC; PSC Docket No. 040459-WS

Dear Ms. Cole,

Enclosed please find a letter from David Acton, Senior Assistant County Attorney, and the Settlement Agreement Among Bluefield Utilities, LLC, Evans Utilities Company, Inc., Evans Properties, Inc, and Martin County, Florida, for filing in the above-reference docket. Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely,

JOHN L. WHARTON
For the Firm

JLW/bsr

cc: Caroline Klancke, Esquire
Michael Minton, Esquire
Lee Dobbins, Esquire
Phillip Gildan, Esquire

FILE NUMBER-DATE

07957 DEC-3 2012



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

November 29, 2012

Telephone: (772) 288-5438

Fax: (772) 288-5439

DOUG SMITH
Commissioner, District 1

ED FIELDING
Commissioner, District 2

ANNE SCOTT
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

JOHN HADDOX
Commissioner, District 5

TARYN KRYZDA, CPM
County Administrator

W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th St., Ste. 200
Fort Pierce, FL 34947

NOV 30 2012

Re: Bluefield Utilities, LLC
PSC Docket No. 090459-WS

Dear Lee:

Enclosed is one of the executed originals of the Settlement Agreement Among Bluefield Utilities, LLC, Evans Utilities Company, Inc., Evans Properties, Inc. and Martin County as you requested. We are sending a copy to Phil Gildan, who will be filing the necessary paperwork to withdraw Martin County's objection to the application. Thank you for your patience in this matter.

Sincerely,

David A. Acton
Senior Assistant County Attorney

DAA/mh
Enclosure
Copy: Phillip C. Gildan, Esq.

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

DOCUMENT NUMBER-DATE

07957 DEC-3 2012
leg2013L25.docx

FPSC-COMMISSION CLERK

**SETTLEMENT AGREEMENT AMONG
BLUEFIELD UTILITIES, LLC,
EVANS UTILITIES COMPANY, INC.
EVANS PROPERTIES, INC.,
AND
MARTIN COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into this th29 day of OCTOBER, 2012, by and among Martin County, a political subdivision of the State of Florida (the "County"), Bluefield Utilities, LLC, a Florida limited liability company ("Bluefield"), Evans Utilities Company, Inc., a Florida corporation ("Evans Utilities"), and Evans Properties, Inc., a Florida corporation ("Evans") (each a "Party" and collectively the "Parties").

RECITATIONS

WHEREAS, Bluefield is a subsidiary of Evans Utilities, which is a subsidiary of Evans.

WHEREAS, Evans is a family owned company that currently predominately grows citrus on its properties.

WHEREAS, following the lead of other progressive, diversified agricultural businesses in Florida, Evans has undertaken to form and certificate utilities for a number of its properties across the state.

WHEREAS, Evans is undertaking these steps in order to diversify its business activities and position itself to take advantage of potential opportunities to meet water and wastewater needs.

WHEREAS, on or about September 25, 2009, Bluefield filed an application before the Florida Public Service Commission ("FPSC") for the certification of a public utility with territory in St. Lucie County and Martin County, FPSC Docket No. 090459-WS (the "Bluefield Application").

WHEREAS, on or about October 22, 2009, the County filed an objection to the Bluefield Application with the FPSC, raising certain concerns as set forth therein.

WHEREAS, this Agreement is intended to address the County's concerns with respect to the Bluefield Application.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations, and warranties entered into between the Parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. Withdrawal of Martin County Property: Promptly upon the execution of this Agreement by all parties hereto, Bluefield shall modify the Bluefield Application to withdraw all real property located in Martin County from the Bluefield Application. Bluefield shall not thereafter modify the Bluefield Application to add any property located in Martin County.
2. Withdrawal of County Objection: Promptly upon Bluefield submitting such modification of the Bluefield Application to the FPSC, thereby withdrawing all real property located in Martin County from the Bluefield Application, the County shall execute and deliver a certificate to the FPSC withdrawing the County's objection to the Bluefield Application, without prejudice to file an objection in the future in the event Bluefield thereafter seeks to add property in Martin County to the Bluefield Application or to add property in Martin County to a Bluefield certificate to operate a public utility if granted by the FPSC.
3. Assignment: This Agreement shall be binding upon, and inure to the benefit of, the County's, Bluefield's, Evans's and Evans Utilities' successors and assigns.
4. Beneficiaries: This Agreement is solely for the benefit of the County, Bluefield, Evans, and Evans Utilities and no causes of action shall accrue upon or by reason hereof to or for the benefit of any other party, who or which is not a Party to this Agreement.
5. Amendment: This Agreement cannot be modified or amended except by a written instrument executed by all Parties and supported by valid consideration.
6. Applicable Law and Venue: This Agreement will be interpreted in accordance with the laws of the State of Florida. Except to the extent that such matters are specifically within the exclusive jurisdiction of the FPSC or other governmental authority, venue for any action related to, arising out of, or in any way connected to this Agreement shall be in the state and federal courts located in and for Martin County, Florida and nowhere else, and the Parties agree to submit to the jurisdiction of such courts.
7. Entire Agreement and Effective Date: This Agreement constitutes the entire agreement and understanding between the Parties with regard to the content herein and has been entered into voluntarily and with independent advice and legal counsel and has been executed by authorized representatives of each Party on the date written above. This Agreement shall become effective (the "Effective Date") when the last party to this Agreement executes the Agreement. There are no representations, warranties or covenants of any nature, oral or written, which are not included herein.
8. Severability: If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall, to the extent possible to ensure that the Agreement satisfies the intent of the Parties, remain valid and enforceable by any Party.
9. Construction of Agreement: If any provision of this Agreement requires judicial interpretation, the Parties agree that they have each collectively participated in the negotiation

and drafting of this Agreement and that there shall be no judicial or other presumption against either Party regarding the construction of this Agreement.

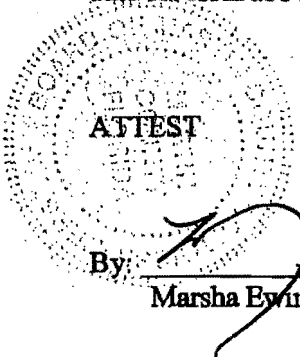
10. Time is of the Essence: Time is of the essence with respect to each provision of this Agreement.

11. Interpretation: Words used in this Agreement in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include other genders as the context requires. The terms hereof, herein, and herewith and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision unless otherwise stated.

12. Counterparts: This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.



By:

Marsha Ewing
Marsha Ewing, Clerk

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By:

Sarah Heard
Sarah Heard, Chair

Approved as to form and legal sufficiency:

Stephen Fry
Stephen Fry, County Attorney

BLUEFIELD UTILITIES, LLC, a Florida
limited liability company

By:

Ronald L Edwards
Print Name: RONALD L. EDWARDS
Its: MANAGING MEMBER

EVANS PROPERTIES, INC., a Florida
corporation

By:

Ronald L Edwards
Print Name: RONALD L. EDWARDS
Its: PRESIDENT & CEO

EVANS UTILITIES COMPANY, INC., a
Florida Corporation

By:

Ronald L Edwards
Print Name: RONALD L. EDWARDS
Its: PRESIDENT