

Eric Fryson

From: TeresiS@gtlaw.com
Sent: Tuesday, December 04, 2012 10:07 AM
To: Filings@psc.state.fl.us
Cc: GildanP@gtlaw.com; Caroline Klancke; lobbins@deanmead.com; mcintyred@stlucieco.org; dacton@martin.fl.us; jwharton@sfflaw.com
Subject: Bluefield Utilities, LLC; Docket No. 090459-WS
Attachments: Bluefield - Martin County Notice of Withdrawal.pdf

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

Phillip C. Gildan, Esq.
 Greenberg Traurig, P.A.
 777 S. Flagler Drive, Suite 300 East
 West Palm Beach, FL 33401
 (561) 650-7967
gildanl@gtlaw.com

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

Dockets: 090459-WS
 Application of Bluefield Utilities, LLC

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

Martin County, Florida

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

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

Martin County's Notice of Withdrawal of Objection to Application for Original Certificates for Proposed Water and Wastewater System and Request for Initial Rates and Charges by Bluefield Utilities, LLC (2 pages) with copy of executed Settlement Agreement dated October 29, 2012 attached (4 pages).

Sheryl A. Teresi
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DOCUMENT NUMBER-DATE

07972 DEC-4 2012

FPSC-COMMISSION CLERK

12/4/2012

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for original certificates for proposed water and wastewater system and request for initial rates and charges in St. Lucie and Martin Counties by Bluefield Utilities, LLC.

DOCKET NO. 090459-WS

MARTIN COUNTY NOTICE OF WITHDRAWAL OF OBJECTION
TO APPLICATION FOR ORIGINAL CERTIFICATES FOR PROPOSED WATER AND
WASTEWATER SYSTEM AND REQUEST FOR INITIAL RATES AND CHARGES
BY BLUEFIELD UTILITIES, LLC.

Martin County, Florida, through its undersigned attorneys, withdraws its objection to the Application for original certificates for proposed water and wastewater system and request for initial rates and charges in by Bluefield Utilities, LLC, in Docket Number 090459-WS, conditioned upon approval by the Florida Public Service Commission of the Settlement Agreement Among Bluefield Utilities, LLC, Evans Utilities Company, Inc., Evans Properties, Inc., and Martin County, Florida, dated October 29, 2012, a copy of which agreement is attached to this Notice.

GREENBERG TRAURIG, P.A.
777 South Flagler Drive, Third Floor East
West Palm Beach, Florida 33401
Telephone: (561) 650-7900
Facsimile: (561) 655-6222

By: 

Phillip C. Gildan, Esq.
Florida Bar No.: 435228

DOCUMENT NUMBER-DATE

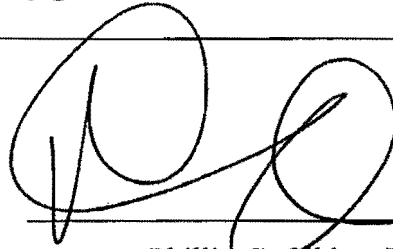
07972 DEC-4 2012

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Notice has been furnished to the following by U. S. mail this 4th day of December, 2012:

<p>John L. Wharton F. Marshall Deterding Rose Sundstrom & Bentley, LLP 2548 Blaiirstone Pines Drive Tallahassee, FL, 32301 johnw@rsbattorneys.com martyd@rsbattorneys.com</p>	<p>Ralph Jaeger and Caroline M. Klancke Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 rjaeger@psc.state.fl.us cklancke@psc.state.fl.us;</p>
<p>Michael Minton Dean, Mead, Minton & Zwemer 1903 South 25th Street, Suite 200 Fort Pierce, FL 34947 mminton@deanmead.com</p>	<p>Stephen Fry and David Acton County Attorney Martin County 2401 SE Monterey Road Stuart, FL 34996 sfry@martin.fl.us</p>



Phillip C. Gildan, Esq.

**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.

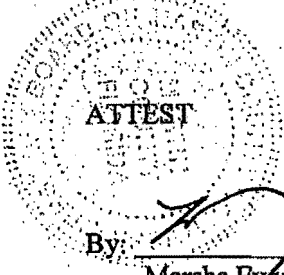
10. Time is of the Essence: Time is of the essence with respect to each provision of this Agreement.

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:

David A. 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