

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: December 30, 2020

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM: Clayton K. Lewis, US Engineering Specialist, Division of Engineering *CL MR LK*

RE: **Docket No. 20200254-WU – Application for expedited transfer of water facilities to Gulf County, and cancellation of Certificate No. 491-W, by Lighthouse Utilities Company, Inc.**

Please file the attached email correspondence between Commission staff and Bruce May, and the amended purchase agreement, in the above referenced docket file.

CL/jp

Attachment

From: Clayton Lewis <CLewis@PSC.STATE.FL.US>
Sent: Wednesday, December 30, 2020 2:23 PM
To: Joann Parsons <jparsons@psc.state.fl.us>
Subject: FW: Docket 20200254 - Application for expedited transfer of water facilities to Gulf County, and cancellation of Certificate No. 491-W, by Lighthouse Utilities Company, Inc.

Please file this message and attached file in the docket file.

Thank you

From: bruce.may@hklaw.com <bruce.may@hklaw.com>
Sent: Wednesday, December 23, 2020 12:54 PM
To: Clayton Lewis <CLewis@PSC.STATE.FL.US>
Cc: Marissa Ramos <mramos@psc.state.fl.us>; Jennifer Crawford <jcrawfor@psc.state.fl.us>; Laura King <LKing@PSC.STATE.FL.US>; Stefanie-Jo Osborn <SOsborn@psc.state.fl.us>
Subject: RE: Docket 20200254 - Application for expedited transfer of water facilities to Gulf County, and cancellation of Certificate No. 491-W, by Lighthouse Utilities Company, Inc.

Good afternoon Clayton. The original agreement was executed by the parties on Nov. 12, 2020, and was effective on that date. For information purposes, the parties executed the attached amendment on Nov. 24. Have a great Holiday.

Bruce

D. Bruce May, Jr. | Holland & Knight

Partner

Holland & Knight LLP

315 South Calhoun Street, Suite 600 | Tallahassee, Florida 32301

Phone 850.425.5607 | Fax 850.224.8832

bruce.may@hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)

From: Clayton Lewis <CLewis@PSC.STATE.FL.US>
Sent: Monday, December 21, 2020 11:28 AM
To: May, D Bruce (TAL - X35607) <bruce.may@hklaw.com>
Cc: Marissa Ramos <mramos@psc.state.fl.us>; Jennifer Crawford <jcrawfor@psc.state.fl.us>; Laura King <LKing@PSC.STATE.FL.US>; Stefanie-Jo Osborn <SOsborn@psc.state.fl.us>
Subject: RE: Docket 20200254 - Application for expedited transfer of water facilities to Gulf County, and cancellation of Certificate No. 491-W, by Lighthouse Utilities Company, Inc.

[External email]

Hello Mr. May,

This is a reminder that we need a statement affirming the effective date of the Purchase Agreement.

Clayton Lewis

From: Clayton Lewis

Sent: Tuesday, December 15, 2020 2:33 PM

To: 'bruce.may@hklaw.com' <bruce.may@hklaw.com>

Cc: Marissa Ramos <mramos@psc.state.fl.us>; Jennifer Crawford <jcrawfor@psc.state.fl.us>; Laura King <LKing@PSC.STATE.FL.US>

Subject: Docket 20200254 - Application for expedited transfer of water facilities to Gulf County, and cancellation of Certificate No. 491-W, by Lighthouse Utilities Company, Inc.

Good afternoon Mr. May,

Per the voicemail to you, please respond to this message confirming the execution date of the Sales Agreement.

Thank you.

*Clayton K. Lewis
Division of Engineering
Florida Public Service Commission
850 413-6578*

NOTE: This e-mail is from a law firm, Holland & Knight LLP ("H&K"), and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of H&K, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to H&K in reply that you expect it to hold in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of H&K, you should maintain its contents in confidence in order to preserve the attorney-client or work product privilege that may be available to protect confidentiality.

GULF COUNTY, FLORIDA
CONTRACT AMENDMENT #1 w/ Lighthouse Utilities Company, Inc.
For Gulf County Board of County Commissioners
Re: Purchase and Sale Agreement for Lighthouse Utilities Company, Inc.
(Original Gulf County, Florida agreement with Lighthouse Utilities Company, Inc. 11/12/20)

THIS AMENDMENT, made and entered into as of this 24th day of November, 2020 by and between **Gulf County Board of County Commissioners, Gulf County, Florida**, with its principle place of business located at 1000 Cecil Costin, Sr. Blvd., Room 312, Port St. Joe, Florida 32456, and hereinafter referred to as "County." and **Lighthouse Utilities Company, Inc.** and whose address is 115 W. Hwy 98, Port St. Joe, Florida 32456 pursuant to the unanimous authorizing vote of the Board of County Commissioners in its public meeting on November 24, 2020 following the completion of its public interest hearings and per the specified terms attached hereto at Exhibit "A" as the approved administrative memorandum and in consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree to this Amendment to the Original Purchase and Sale Agreement "Agreement" for the Acquisition of Lighthouse Utilities Company, Inc. "LUCI" dated November 12, 2020 as follows:

WHEREAS, LUCI and County contracted on November 12, 2020 for the purchase and acquisition of the LUCI water systema and all assets by Gulf County as specifically defined by original Agreement; and

WHEREAS, the County having conducted the required statutory public interest hearings on November 24, 2020 and thereafter sought to ratify the Agreement and incorporate the attached amendment to the Agreement; and

WHEREAS, the County seeking to clarify the authorized valuations for land acquisition for title insurance and documentary stamps and recording purposes have amended the Agreement to include the attached language; and

WHEREAS, the County seeks to authorize and clarify the acquisition through the assumption and assignment of developer agreements to incorporate and accept the terms of obligations set forth by LUCI for specifically the Treasure Shores Subdivision and its 40 lots and developer tap fees assumed by the County; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows to the following amendments to the original Agreement terms through this Amendment #1:

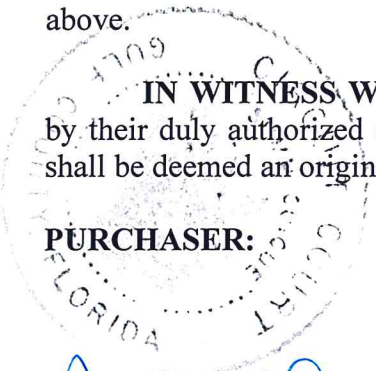
Administrative memorandum attached hereto has been authorized, accepted and approved by the Gulf County Board of County Commissioners and Lighthouse Utilities Company, Inc. as the amendment language to the Agreement and set forth as follows:

- Ratification and reaffirm Section 5(d) whereby the Purchaser has secured all necessary approvals and conducted all necessary public hearings authorizing the purchase of Lighthouse Utilities Company, Inc.
- Amend Section 6(a)-(e) to reflect a title policy value to the real property for \$350,000

- Amend Agreement to reflect approximate stated value of any and all documentary stamp recordings and valuations for purposes of the acquisition and purchase of \$350,000 subject to further evaluation and review with appropriate state agencies and officials
- Amend agreement to include the Purchaser acknowledgment and acceptance of Seller's representations regarding the Treasure Shores developer obligations and authorizing the Chairman and or Administrator to include the obligations stated and represented by the Seller for purposes of an assignment and assumption of developer obligations for Treasure Shores development

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written executed or caused to be executed by their duly authorized officials, this Amendment to the Agreement which shall be deemed an original on the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Amendment to the Purchase and Sale Agreement which shall be deemed an original on the date first written above.



PURCHASER:

Rebecca L. Norris

ATTEST:
Rebecca L. Norris, Clerk of Court

WITNESS

Kare Summers

BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA

By: *Sandy Quinn*
Sandy Quinn, Chair

By: *Michael Hammond*
Michael Hammond, Gulf County Administrator

**STATE OF FLORIDA
COUNTY OF GULF**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of November, 2020, by Sandy Quinn, as Chair and Michael L. Hammond as Administrator to the Board of County Commissioners of Gulf County, Florida, on its behalf. They are personally known to me or have produced as identification.

Heather E Bird
Notary Public

My Commission expires:



SELLER:

LIGHTHOUSE UTILITIES COMPANY, INC.

By: _____
William J. Rish, Jr., President

Witness:

Laura Joelle Baxley
Name

Thomas S. Gibson
Name

**STATE OF FLORIDA
COUNTY OF GULF**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of November, 2020, by William Jr. Rish, Jr., as President of Lighthouse Utilities Company, Inc., on its behalf. He is personally known to me or has produced _____ as identification.

Laura Joelle Baxley
Notary Public

My Commission expires:



**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ADMINISTRATOR'S OFFICE**

Michael L. Hammond, County Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-5334 • EMAIL: mhammond@gulfcounty-fl.gov

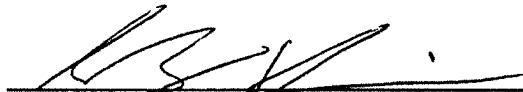
Memorandum

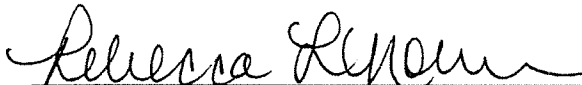
To: Gulf County Board of County Commissioners
From: Gulf County Administrator
Date: 11/23/20
Re: Purchase and Sale Agreement for Lighthouse Utilities Company, Inc.

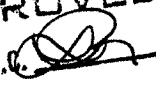
Commissioners please accept these recommendations and the following amendment requests for the original Sale and Purchase Agreement ("Agreement") by and between Lighthouse Utilities Company, Inc.:


- Ratification and reaffirm Section 5(d) whereby the Purchaser has secured all necessary approvals and conducted all necessary public hearings authorizing the purchase of Lighthouse Utilities Company, Inc.
- Amend Section 6(a)-(e) to reflect a title policy value to the real property for \$350,000
- Amend Agreement to reflect approximate stated value of any and all documentary stamp recordings and valuations for purposes of the acquisition and purchase of \$350,000 subject to further evaluation and review with appropriate state agencies and officials
- Amend agreement to include the Purchaser acknowledgment and acceptance of Seller's representations regarding the Treasure Shores developer obligations and authorizing the Chairman and or Administrator to include the obligations stated and represented by the Seller for purposes of an assignment and assumption of developer obligations for Treasure Shores development

Adopted and authorized Chairman and or Administrator to proceed with these amendments to the Agreement and execution of those necessary documents implementing any and all said amendments in open session this 24 day of NOV, 2020.


Chairman of the Gulf County Board of County Commissioners Date 11/24/20


Attest to Chairman's signature: ~~Secretary~~ Clerk of Court Date 11/24/20

BCC APPROVED
DATE 11/24/20 D.C. 

*Presented to BCC
11/24/20
*