



Public Service Commission

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

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DATE: February 21, 2000  
 TO: Division of Records and Reporting  
 FROM: Division of Water and Wastewater (Lingo) *ll*  
 RE: Docket No. 970409-SU, Initiation of limited proceeding to restructure wastewater rates for Florida Water Service Corporation's Tropical Isles service area in St. Lucie County

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Please file the attached document in the above-referenced docket file. Thank you.

\FJL

Attch: Agreement for purchase and sale

cc w/o Attch: Division of Water and Wastewater (Rieger)  
 Division of Legal Services (Gervasi, Fudge)

- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- MAS \_\_\_\_\_
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- RRR \_\_\_\_\_
- SEC \_\_\_\_\_
- WAW \_\_\_\_\_
- OTH \_\_\_\_\_

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FPSC-RECORDS/REPORTING

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT, made this 8th day of September, 1988, by and between NEIL SPIZIZEN and MAURICE SHACKET, hereinafter called "S & S" and SOUTHERN STATES UTILITIES, INC., a Florida corporation, hereinafter called "Southern States".

WITNESSETH:

WHEREAS, S & S owns a sewer system in St. Lucie County, Florida, hereinafter called the "System", and

WHEREAS, S & S and SOUTHERN STATES have now agreed upon a purchase and sale of the sewer systems under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, S & S and SOUTHERN STATES hereby agree as follows:

1. SCHEDULES: At the time of the execution of this Agreement or prior to closing, S & S will furnish to SOUTHERN STATES UTILITIES, INC. the Exhibits, as listed in Exhibit I attached hereto, all of which must be approved and acceptable to SOUTHERN STATES.

2. PURCHASED ASSETS: For convenience, the term "purchased assets" shall be used to designate the assets, business properties, and rights to be purchased by SOUTHERN STATES hereunder and shall consist of the following:

a. The real estate owned by S & S, as described in Exhibit "D" attached hereto and made a part hereof, containing approximately 3 acres, plus or minus, whereupon the sewer plants, drain fields, and other service facilities are located, including all buildings, standby generators, ponds, lift stations, et al, and any other improvements located thereon; and

b. All tangible and intangible personal property used or held for use in connection with the system...

(1) All treatment facilities of every kind and description whatsoever, together with lift stations, lines, and plants used in the sewage treatment facility and the assignment to SOUTHERN STATES of all licenses and franchises issued by any public governmental agency.

(2) S & S will provide a blanket easement over the entire legal description of the property to be serviced by said sewer system in order for SOUTHERN STATES to maintain and operate said sewer system.

(3) All right, title, and interest of S & S in and to any contracts and agreements with customers and users of the sewer services of S & S and provided by the said systems.

(4) All prints, plans, engineering drawings and reports, surveys, plats, and other information in the possession of S & S, or any of its predecessors, pertaining to the operation of the said systems.

(5) All personal property is to be transferred in "as is" condition.

3. PURCHASE AND SALE: On the terms and subject to the covenants and conditions of this Agreement and in reliance of the representations of S & S, S & S agrees to sell, convey, assign, transfer, and deliver to SOUTHERN STATES, and SOUTHERN STATES agrees to buy, take title, and possession at the time of closing of the purchased assets as heretofore defined, all for the total purchase price of FIVE DOLLARS (\$5.00).

4. OPERATION OF SYSTEMS: SOUTHERN STATES hereby covenants and agrees, as an additional consideration for this transaction, to specifically assume, accept, and discharge the obligations of S & S, to provide service for public, domestic, and other uses within the territorial limits described in the Certificate of Public Convenience and Necessity as issued and amended by the Florida Public Service Commission and/or county and within the territorial limits actually served, as such obligations have been imposed on S & S by contract, general statutes of Florida, regulatory authority, or actual

performance. However, in the event that S & S is unable to deliver good title, pursuant to the terms and conditions of this contract or is unable to close this transaction within a reasonable period of time, said reasonable period of time to be not more than <sup>60</sup> 90 days, then SOUTHERN STATES shall have the option of discontinuing the operation of said sewer system on and on behalf of S & S, and shall have the option of turning back said sewer system to S & S for their management.

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5. TITLE INSURANCE: Within <sup>60</sup> 15 days after acceptance by SOUTHERN STATES of this Agreement, S & S shall furnish to SOUTHERN STATES' attorney, at SOUTHERN STATES' own expense, title insurance binders and commitments issued by qualified title insurers agreeing to issue to Buyer, upon recording of the deeds to Buyer, Owner's Policy of Title Insurance in the amount to be specified by SOUTHERN STATES, insuring marketable title of the Buyer to the real properties, subject only to liens, encumbrances, exceptions, or qualifications set forth in this contract, and those which shall be discharged by S & S at or before closing.

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If S & S cannot show good and marketable title, as described above, S & S shall exercise its best efforts to so perfect said title within <sup>60</sup> 90 days or, alternatively, this contract shall be null and void. Any corrective documents needed to clear up title, the expense of same shall be born by S & S.

6. LIABILITIES AND DEPOSITS: It is understood and agreed by and between the parties hereto that the purchase and conveyance of the purchased assets shall be made free and clear of all liabilities, obligations, liens, mortgages, and encumbrances of any kind, character, or description. As respects this item, the parties are agreed that, at the time of closing, in the event S & S contests the validity of any lien, mortgage, encumbrance, or liability, the amount in contest shall be placed in escrow with a mutually acceptable Escrow Agent until final determination of the validity of such lien,

mortgage, or encumbrance has been made, whereupon the Escrow Agent shall pay out such escrow funds, in accordance with either the joint instructions of the parties to such contest, or by judgment, order, or decree of a court of competent jurisdiction.

7. ACCESS TO PREMISES AND RECORDS: S & S shall give to SOUTHERN STATES and to SOUTHERN STATES' counsel, accountants, engineers, and other representatives, full access, during normal business hours through the period from the date hereof to the closing of the transaction, to all of S & S' properties, books, contracts, commitments, and records relating to said sewer plant and shall furnish SOUTHERN STATES during such period, and for two years thereafter, with all such information concerning S & S' or its predecessor's affairs as SOUTHERN STATES may reasonably request.

8. CLOSING: The closing of this transaction shall occur as soon as possible.

a. The closing shall take place at SOUTHERN STATES' office in Apopka, Florida.

b. Should SOUTHERN STATES be ready, willing, and able to close this transaction for the above described property and all of the conditions of this Agreement have been met, but S & S shall fail or refuse, for any reason, to close said transaction or to otherwise comply with the covenants and obligations hereunder, then in such event, SOUTHERN STATES shall have the right to compel performance on the part of S & S by suit for specific performance, and if SOUTHERN STATES shall be successful in such suit, then SOUTHERN STATES shall also be entitled to all costs of the proceedings, including reasonable attorney's fees incurred by it in connection therewith, and shall also be entitled to all damages sustained by reason of the delay thereby occasioned or declare this contract null and void, and all monies held in escrow, will inure to the benefit of SOUTHERN STATES.

c. Should S & S be ready, willing, and able to close this transaction for the above described property and all

of the conditions of this Agreement have been met, but SOUTHERN STATES shall fail or refuse, for any reason, to close said transaction, or to otherwise comply with the covenants and obligations hereunder, then in such event, S & S shall be entitled to receive the monies held in escrow. S & S shall be entitled to attorney's fees in the event that it needs to retain counsel to collect the above referred to monies upon breach by SOUTHERN STATES.

d. At the time of closing, S & S shall deliver to SOUTHERN STATES the documentation requested by SOUTHERN STATES' counsel relevant to the transfer of title to the properties that are the subject matter of this contract. The stamps on the Warranty Deed shall be paid for by the Seller.

e. Title shall be transferred by S & S to SOUTHERN STATES by Warranty Deed, however, said Warranty Deed shall contain a reverter clause in its body which states that in the event SOUTHERN STATES shall abandon the system for whatever reason, the property legally described in said Warranty Deed shall be deeded back to S & S or its successor in interest.

#### 9. REPRESENTATIONS:

a. SOUTHERN STATES agrees that it will inspect the systems immediately prior to closing, and with the exception of any non-conformities revealed by that inspection, will accept the systems in "as is" condition.

b. S & S has or will have all the necessary and required authorizations from DER, and any other appropriate governmental agencies to operate the sewer systems as such in St. Lucie County, Florida, and that said operations are not in violation of any law, ordinance, rule, or regulation of any local or state governmental body or agency. Once the system has been accepted, per Paragraph (a) above, SOUTHERN STATES will be responsible for any mandatory repairs to the system imposed on it by any governmental agency.

c. S & S has no presently existing agreement, contract, or commitment, except those herein referred to as

Developers' Agreements, described in Exhibit "C" hereto, and S & S is complying with all provisions of said Developers' Agreements and is not in default under any of them.

d. S & S further represents that at the present time it has approximately 50 sewer customers. S & S represents to SOUTHERN STATES that there is a possible total usage of said system by 350 customers. The property being serviced by said sewer system is rental property for the use and benefit of mobile homes. Each and every month S & S or its successor in interest must notify SOUTHERN STATES of the names of any and all individuals or entities which are using the sewer system and their addresses so that SOUTHERN STATES can bill<sup>them</sup> accordingly. Seller shall furnish Buyer a list of all customers within 10 days of the signing of this Agreement. SOUTHERN STATES agrees that they will charge an initial flat rate of \$12.59 per trailer usage, plus any applicable sales tax. Buyer shall be permitted to collect a \$25.00 deposit for each sewer customer, said deposit to be refundable to the user\* ~~at the termination of~~ service. The Seller recognizes that the monthly charges for sewer service might be escalated, predicated upon escalating costs and Public Service Commission approval. \* pursuant to the rules of the Florida Public Service Commission.

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10. SURVIVAL OF REPRESENTATIONS: All

representations, warranties, and agreements made by the parties hereto in this Agreement or pursuant thereto, shall be deemed joint and several and unless otherwise specifically provided herein, shall survive the closing of this Agreement. The Seller is cognizant of the fact that the Purchaser has had an opportunity to review all filings with governmental authorities for the operation of this sewer facility and all representations made by Seller to the governmental authorities shall also survive the closing of this Agreement.

11. BINDING EFFECTS: This Agreement for Purchase and Sale shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

12. NOTICE: All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by U.S. certified or registered mail, return receipt requested, addressed in the following manner:

FOR S & S: 281 Tropical Isle Circle  
Ft. Pierce, Florida 34982

FOR SOUTHERN STATES: 1000 Color Place  
Apopka, Florida 32703

13. Buyer shall obtain Public Service Commission franchise approval, at Buyer's cost, and furnish proof thereof to Seller once the Public Service Commission has approved said franchise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Handwritten Signature]  
By [Handwritten Signature]

~~XXXXXXXXXXXX~~

SOUTHERN STATES UTILITIES, INC.,  
a Florida corporation

[Circular Stamp]  
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By [Signature]  
~~XXXXXXXXXXXX~~  
DONNIE R. CRANDELL, Vice President

~~XXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~



STATE OF FLORIDA

COUNTY OF St. Lucie

BEFORE ME, the undersigned authority, personally appeared WELL SPITZER and MAURICE SHACKET, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the same for the purposes therein expressed, and that said instrument is the free act and deed of said individual.

WITNESS my hand and official seal this 5th day of September, 1988.

Antonia Garcia  
Notary Public, State of Florida



My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ~~GRANGE~~ ST. LUCIE



BEFORE ME, the undersigned authority, personally appeared DONNIE CRANDELL ~~CHARLES SWEAT and CAROL POLK~~, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as <sup>Vice</sup> ~~President~~ <sup>DRC</sup> and ~~Secretary~~ of SOUTHERN STATES UTILITIES, INC., a Florida corporation, and severally acknowledged to and before me that <sup>he</sup> ~~they~~ <sup>DRC</sup> executed the same for the purposes therein expressed, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 5th day of September, 1988.

Maurice Shacket  
Notary Public, State of Florida

My Commission Expires:

EXHIBIT 1

1. Exhibit "A": Plans and specifications showing the sewer plant, together with maps showing the location of sewer collection lines, ponds, lift stations, et al, and any and all documentation regarding the building and development of said sewer system and the cost thereof.

2. Exhibit "B": Separate maps describing and designating the territories in which sewer customers will be served by the system described and delineated on said map and further describing and designating the territory in which S & S has the sole and exclusive right to serve sewer customers, described and delineated on each of said maps.

3. Exhibit "C": A schedule of agreements (hereinafter referred to as "Developers' Agreements"), if previously entered into between S & S and/or its predecessors and the owners and developers of property located within the area of service. S & S have heretofore furnished SOUTHERN STATES with a copy of each and every of the Developers' Agreements described in this Exhibit "C" and SOUTHERN STATES acknowledges that it has examined said Developers' Agreements and the same are acceptable to and approved by it, if applicable.

4. Exhibit "D": A legal description and a current certified survey of the real estate owned by S & S, whereupon the sewer plants, ponds, and other service facilities are located, including all buildings and improvements located thereon, to be ordered immediately by Seller and paid for by Buyer.

5. Exhibit "E": A copy or copies of the rules and regulations governing the operation of the systems, if any.

6. Exhibit "F": Copies of all easements or blanket easements and rights-of-way used in connection with the operation of the systems, if applicable.

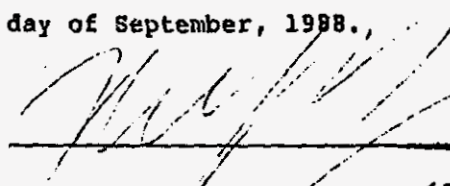
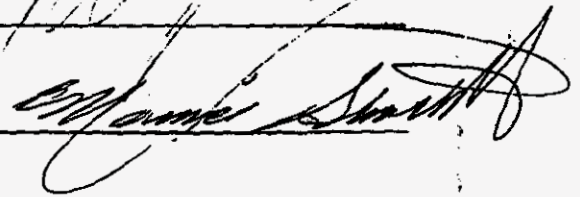
7. Exhibit "G": An inventory of personal property owned by S & S and used in connection with the operation of the systems.

ADDENDUM

THIS ADDENDUM made and entered into by and between NEIL SPIZIZEN and MAURICE SHACKET and SOUTHERN STATES UTILITIES, INC., to that contract dated the 8th day of September, 1988, and is to be read in conjunction with, but separate and apart from that Agreement.

Paragraph 9(e) of the above referred to Agreement is modified in that SSU agrees to provide sewer service for no more than 6 rental units at said mobile park, pursuant to a list and schedule attached hereto and made a part hereof. This agreement is predicated upon the fact that the attached list of no more than 6 rental customers agreed with the prior developer/owner of said mobile park that they would not be charged any utilities for the period of time as set forth in Exhibit A.

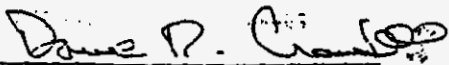
DATED this 8th day of September, 1988.

  
By 

~~(XXXXXXXXXXXX)~~



SOUTHERN STATES UTILITIES, INC.,  
a Florida corporation

By   
~~XXXXXXXXXXXXXXXXXXXX~~  
DONNIE R. CRANDELL, Vice President