

State of Florida



Public Service Commission

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

DATE: July 3, 2001
TO: Division of Commission Clerk and Administrative Services
FROM: Patricia Brady, Division of Regulatory Oversight *pb BS m/pd*
RE: Docket No. 010801-WS - Application for transfer of majority organizational control of Bieber Enterprises d/b/a Breeze Hill Utilities, holder of Certificates Nos. 598-W and 513-S in Polk County, from Paul E. Bieber to Terrance Hartigh.

Please add to the docket file the attached June 7, 2001, follow-up letter from William Talbott to Kenneth J. Wankowski indicating that the application for transfer had been filed and was made contingent upon Commission approval. Thank you.

Attachment

cc: Division of Regulatory Oversight (Rieger)
Division of Economic Regulation (Hicks)
Division of Legal Services (Crosby)
Division of Commission Clerk and Administrative Services (Security File)

DOCUMENT NUMBER-DATE

08187 JUL-30

FPSC-RECORDS/REPORTING

STATE OF FLORIDA

Commissioners:
E. LEON JACOBS, JR., CHAIRMAN
J. TERRY DEASON
LILA A. JABER
BRAULIO L. BAEZ
MICHAEL A. PALECKI



EXECUTIVE DIRECTOR
WILLIAM D. TALBOTT
(850) 413-6055

Public Service Commission

June 7, 2001

Mr. Kenneth J. Wankowski
W353 N5984 Lisbon Rd.
Oconomowoc, WI 53066-2422

Dear Mr. Wankowski:

I understand that my staff has contacted you by phone to tell you that the official application for transfer of Breeze Hill Utilities from Mr. Paul Bieber to Mr. Terrance Hartigh was filed with the Public Service Commission on June 4, 2001. Although the staff has not had the opportunity to review the entire application at this time, it has reviewed the contract language to verify that the sale was made contingent upon Commission approval. As you requested in your May 23, 2001 letter, a copy of the contract which was included in the application package, is attached to this letter. Also, both you and Mr. Sheppard have been placed on the "interested person" side of the correspondence file for the docket.

If you have any further questions regarding the transfer, please feel free to contact a member of my staff, Ms. Pat Brady, at (850) 413-6686.

Sincerely,

A handwritten signature in black ink, appearing to read "William D. Talbott", with a large, sweeping flourish extending to the right.

William D. Talbott
Executive Director

Enclosure

cc: Ms. Darlene Evans, Office of the Governor
Representative JD Alexander
Mr. Jack Shreve
Mr. Charles Sheppard
Mr. Paul Bieber
Mr. Terrance Hartigh

Contract for Sale and Purchase
FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

1 PARTIES: BEITER ENTERPRISES INC, DBA BREEZE HILL UTILITY (Seller)
2 of 172 BREEZE HILL LAKEWALD FL (Phone) 8676961666
3 and FERRY HARTIG (Buyer)
4 of 6610 NAANTAH ROCKFORD MI 48341 (Phone) (616) 874-2188
5 I hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of the Contract for Sale and Purchase and any riders and addenda ("Contract"):

7L DESCRIPTION:
8 (a) Legal description of the Real Property located in POLK County, Florida: BREEZE HILL UTILITY
9 172 BREEZE HILL LAKEWALD FL, CONSISTING OF
10 THE WATER AND SEWER UTILITY OF BREEZE HILL MOBILE PARK
11 (b) Street address, city, zip, of the Property is:
12 (c) Personal Property: SPARE PARTS FOR WELL & SEWER TREATMENT PLANT
13 (THIS OFFER SUBJECT TO THE APPROVAL OF THE STATE OF
14 FLORIDA PUBLIC SERVICE COMMISSION.

15 PURCHASE PRICE: \$ 170,000
16 PAYMENT:
17 (a) Deposit held in escrow by PETerson + MEYER ATTORNEYS (Escrow Agent) in the amount of \$ 2,500
18 (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph 11) in the amount of \$ _____
19 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____
20 _____ having an approximate present principal balance of \$ _____
21 (d) New mortgage financing with a Lender (see Paragraph 17) in the amount of \$ 120,000
22 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ _____
23 (f) Other: \$ _____
24 (g) Balances to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 47,500

25 TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not accepted by and delivered to all parties OR FACT OF EXECUTION communicated in writing
26 within the parties on or before _____, the deposit(s) will, at Buyer's option, be returned and the offer withdrawn. For purposes of delivery or notice of
27 execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller
28 has signed the offer. A facsimile copy of the Contract and any signatures hereon shall be considered for all purposes as an original.

29 FINANCING:
30 (a) This is a cash transaction with _____ for financing;
31 (b) The Contract is conditioned on Buyer obtaining a written loan commitment within _____ days after Effective Date for (CHECK ONLY ONE) a fixed; an adjustable; or a
32 fixed or adjustable rate loan in the principal amount of \$ _____, at an initial interest rate not to exceed _____%, discount and origination fees not to exceed _____% of
33 principal amount, and for a term of _____ years. Buyer will make application within _____ days (5 days if less than) after Effective Date and use reasonable diligence to obtain a loan
34 commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to close
35 Buyer's rights under the subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date,
36 then either party (hereafter, by written notice to the other, may cancel the Contract and Buyer shall be refunded the deposit(s)); or
37 (c) The existing mortgage, described in Paragraph 11(c) above, has a variable interest rate; or a fixed interest rate (rate of _____% per annum. At time of title transfer, some fixed
38 interest rates are subject to increase, if increased, the rate shall not exceed _____% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance,
39 method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval
40 of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and promptly complete and return it to the mortgagee. Any mortgage charge(s),
41 not to exceed \$ _____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are
42 not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind the Contract by written notice to the other
43 party unless either elects to pay the increase in interest rate or excess mortgage charges.

44 TITLE EVIDENCE: At least _____ days before closing date, (CHECK ONLY ONE) Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, or Buyer shall at Buyer's
45 expense obtain (CHECK ONLY ONE) abstract of title, or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an
46 owner's policy of title insurance.

47 CLOSING DATE: This transaction shall be closed and the closing documents delivered on 02/15/2001 unless modified by other provisions of this Contract
48 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans; zoning; restrictions, prohibitions and other requirements imposed by
49 governmental authority, restrictions and matters appearing on the plat of otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public
50 utility easements of record; and to the licensed contractor to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
51 lines, unless otherwise stated herein), taxes for year of closing and subsequent years; assumed mortgage and purchase money mortgages, if any (if additional items, see addendum),
52 provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for residential purpose(s).

53 OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof
54 and the tenant(s) or occupant(s) shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy
55 is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to
56 have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

57 TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of the Contract in conflict with them.
58 X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):
59 COMPREHENSIVE RIDER HOMEOWNERS' ASSN.
60 CONDOMINIUM AS IS COASTAL CONSTRUCTION CONTROL LINE
61 VA/FHA LEAD-BASED PAINT ADDENDUM # 101

62 ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability
63 under the Contract; or may not assign this Contract.

64 DISCLOSURES:
65 (a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon
66 that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.
67 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
68 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
69 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
70 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE
71 HOMEOWNERS' ASSOCIATION DISCLOSURE.

72 MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of: SELLER DOES NOT WARRANTY
73 (a) \$ _____ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price). WELL AND SEWER PLANT
74 (b) \$ _____ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price). AFTER CLOSE,

75 SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE
76 STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

77 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
78 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR
79 Approval does not constitute an opinion that any of the terms and conditions of this Contract should be governed by the parties in a particular transaction. Terms and conditions should
80 be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
81 COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

82 [Signature] NOV 17 2000 [Signature] 11-21-00
(Buyer) (Date) (Seller) (Date)

83 Social Security or Tax I.D. # 364-50-7853 Social Security or Tax I.D. # 207-30-3161

84 _____ (Date) _____ (Date)
(Buyer) (Seller)

85 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

86 Deposit under Paragraph 11 (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE _____ (Escrow Agent)
87 BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

88 Name: _____ Listing Broker
89 Cooperating Brokers, if any _____
90 FARBAR-5A* Revised 8/98 RIDERS CAN BE OBTAINED FROM THE FLORIDA ASSOCIATION OF REALTORS OR THE FLORIDA BAR



ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

In reference to Contract dated NOV. 21, 2000 AND ADDENDUMS DATED NOV. 17, 2000 between TERRY HARTIGH

PAUL BEIER BEIER ENTERPRISES INC. - ORA BREEZE HILL
UTILITY & BREEZE HILL MOBILE HOME PARK
the Seller, it is further AGREED as FOLLOWS:

- ① THIS OFFER CONTINGENT ON THE CLOSE OF 7021 BONAIRE, ROCKFORD, MI, BY APRIL 1, 2001.
- ② THE ORIGINAL CONTRACTS ARE STILL IN EFFECT. THE CLOSING DATES ARE TO BE EXTENDED TO NO LATER THAN APRIL 15 2001.
- ③ THE CONTRACTS ARE NOT CONTINGENT ON BUYER PURCHASING THE ADJACENT 53 ACRES.
- ④ BUYER TO APPLY FOR FINANCING BY MARCH 8, 2001.
- ⑤ THE PURCHASE PRICE ON BREEZE HILL UTILITIES INCLUDES THE BUYER TAKING OVER THE CORPORATION WITH SELLER RESPONSIBLE FOR ALL BILLS TO THE DAY OF CLOSE. BUYER ASSUMES THE CORPORATION DEBT FREE. SELLER AND BUYER TO CHANGE CORPORATE PAPERWORK AT CLOSE TO REFLECT NEW OFFICERS.
- ⑥ ALL OTHER DETAILS ON THE PURCHASE AGREEMENTS AND ADDENDUMS 101+102 ARE TO REMAIN IN EFFECT EXCEPT FOR THE ~~6~~ ITEMS ABOVE.

6 5000.00 Down Payment is needed, w/e Return of 5000.00 on old contract
This addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned Contract.

Terry Hartigh
Buyer
Paul Beier
SELLER

Date executed by Buyer 3/2/2001
Date executed by Seller 3/7/01