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December 20, 1999

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**ORIGINAL**

Blanca Bayó  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Dana Utility Corporation  
Docket No. 991632-WS

RECEIVED-FPSC  
99 DEC 20 AM 10:59  
RECORDS AND REPORTING

Dear Ms. Bayó:

Enclosed for filing on behalf of Dana Utility Corporation are the original and fifteen copies of a **revised** Exhibit E-1 to its application.

This filing consists of a fully executed Contract for Sale to Dana Utility Corporation of a water and wastewater plant site. This exhibit replaces an unexecuted copy of the contract for sale that was filed with the original application.

If you have any questions regarding this filing, please call.

Very truly yours,

*Richard D. Melson*

Richard D. Melson

AFA  
APP  
CAF  
CMU  
CTR  
EAG  
LEG  
MAS  
OPC  
RRR  
SEC  
WAW  
OTH

RDM/mee  
Enclosure

cc: Ms. Christensen  
Ms. Rehwinkle  
Mr. Goldstein  
Mr. Fancher

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

15484 DEC 20 99

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by U.S. Mail this 20th day of December, 1999.

Patricia Christensen  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

*W. D. Ma*

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Attorney

CONTRACT FOR SALE

THIS CONTRACT FOR SALE (the "Contract") is hereby made and entered into as of the Effective Date (as hereafter defined) by and between LAKE MERIAL DEVELOPMENT COMPANY, INC., a Florida corporation, 13100 S. R. 77, Southport, FL 32409 (the "Seller") and DANA UTILITY CORPORATION, a Florida corporation, 13100 S. R. 77, Southport, FL 32409 (the "Buyer").

For value received and in consideration of the mutual covenants and conditions contained herein, Seller and Buyer agree as follows:

1. Property. Buyer agrees to buy and Seller agrees to sell that certain tract or parcel of land located in Bay County, Florida, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). The description of the property is expressly agreed to also include any and all existing improvements to the Property.

2. Purchase Price. The purchase price for the Property is Seventy-Four Thousand Dollars (\$74,000) payable as follows:

a) Upon full execution of this Contract, Seven Thousand Four Hundred Dollars (\$7,400) (the "Initial Deposit") paid by the Buyer to Burke & Blue, P.A. (the "Escrow Agent").

b) Sixty-Six Thousand Six Hundred Dollars (\$66,600) paid in cash at closing.

3. Time of Closing. Closing shall be held at the office of Burke & Blue, P.A. on a date designated by Buyer which shall be within 10 days after the Commission grants a Certificate of Authorization to provide water and wastewater service to Lake Merial Development. The closing date may be extended at the option of the Buyer in the event the Seller is unable to deliver insurable title in accordance with the requirements of paragraph 6 below. This Contract shall be null and void and of no further force or effect if the Commission has not granted a Certificate of Authorization to provide water and wastewater service to the Lake Merial Development on or before December 31, 2000.

4. Conveyance of Title. At the time of closing, Seller shall convey the title to the Property by General Warranty Deed. Prior to closing, a commitment (the "Commitment") to issue and owner's policy of title insurance (the "Policy") issued by a reputable title insurer in an amount equal to the purchase price, which Commitment shall obligate the title insurer to issue the Policy in an amount equal to the purchase price insuring the marketability of the title to be conveyed to Buyer, free and clear of all liens, encumbrances, and other exceptions to title, and subject only to ad valorem taxes for the current year, covenants, restrictions, and easements of record that do not materially restrict the use of the Property for the Buyer's intended use, or prevent the Buyer from securing financing and such other exceptions as shall be deemed acceptable to Buyer. Counsel for Seller shall act as agent in regards to the issuance of the Policy and the Commitment.

5. Insurable Title. The Buyer shall have 15 days after receipt of the Commitment to

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15484 DEC 20 99

FPSC-RECORDS/REPORTING

Revised 12/20/99

Exhibit E-1, page 1

provide written notification to the Seller of any title defects. In such event, the Seller shall have 15 days from the date Seller receives written notification from the Buyer of the title defects within which to cure the title defects. Seller will, if title is found uninsurable, use diligent effort to correct defects in title within the time provided herein, including the bringing of necessary suits. Upon Seller's failure or inability to correct the uninsurability of title within said 15 day period, at the option of the Buyer, the Seller shall deliver the title in its existing condition. Otherwise, the Earnest Money shall be returned to Buyer upon written demand and this Contract shall terminate, and all title evidence, surveys, and other information supplied to Buyer in accordance with paragraph 3 above shall be returned from Buyer to Seller.

6. Risk of Loss. The risk of loss prior to closing shall be borne by the Seller. Seller agrees to maintain the Property in a manner and condition comparable to its present condition so that at closing the improvements shall be in nearly the same condition as existed on Effective Date.

7. Default. Upon default by the Buyer, Seller shall have the right to retain the Earnest Money paid by the Buyer hereunder, including accrued interest as Seller's full and complete liquidated damages for such default, the parties hereby acknowledging and agreeing that the actual amount of the Seller's damage would be difficult if not impossible to determine. The payment of said liquidated damages, therefore, shall constitute Seller's sole and exclusive remedy against Buyer. Upon Seller's default, Buyer may (a) elect to terminate the contract and receive a refund of the Deposit or (b) compel specific performance of Seller's obligations hereunder.

8. Contract Assignable by Buyer. This Contract may be assigned or transferred by Buyer at any time provided, however, notice of such assignment shall be immediately provided by Buyer to Seller.

9. Date of Contract. In the event this Contract is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. In such event, said offer shall expire at midnight on the seventh (7th) day following execution by the offering party, unless by that time one copy executed by the party to whom the offer has been made, shall have been placed in the mail or personally delivered to the other party making the offer. The "Effective Date" of this Contract shall be the date upon which it is accepted and executed by the party to whom the offer is made.

10. Legal Fees. In the event legal action is instituted by any of the parties to enforce the terms of this Contract or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party or parties reasonable attorney's fees to be determined by the court in which the action is brought.

11. Radon Gas. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk for persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12. Florida law. This Contract shall be governed by the laws of the State of Florida.

13. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed an original.

14. Relationship of Parties. The parties do not intend to create the relationship between themselves of partners, joint ventures or any other relationship other than that of buyers and sellers of real property.

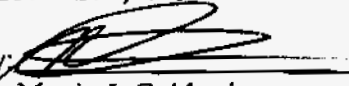
15. Entire Agreement. Time is of the essence of this Contract. This Contract constitutes the sole and entire agreement of the parties and is binding their heirs, successors and assigns.


IN WITNESS WHEREOF, we have caused this Contract to be executed as of the day and year written below.


Signed, sealed and delivered in the presence of:

SELLER:

LAKE MERIAL DEVELOPMENT COMPANY, INC

By:   
Martin J. Goldstein  
As Its President

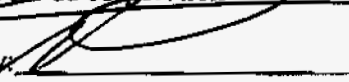
  
Print Name: S. DUMBRIEN

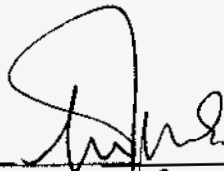
  
Print Name: Debbie A. Oglesby

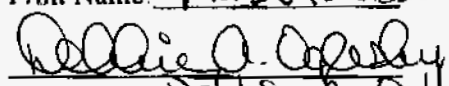
Date of Execution by Seller: 12/10/99

BUYER:

DANA UTILITY CORPORATION,  
a Florida corporation

By:   
Martin J. Goldstein  
As Its President

  
Print Name: S. DUMBRIEN

  
Print Name: Debbie A. Oglesby

Date of Execution by Buyer: 12/10/99

EXHIBIT A

## LEGAL DESCRIPTION

PARCEL 1

COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH  $89^{\circ}46'13''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 17, 1321.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH  $89^{\circ}46'13''$  EAST, 660.92 FEET; THENCE SOUTH  $00^{\circ}50'22''$  WEST, 1318.75 FEET; THENCE NORTH  $89^{\circ}51'47''$  WEST, 305.98 FEET; THENCE SOUTH  $00^{\circ}48'04''$  WEST, 319.64 FEET; THENCE NORTH  $89^{\circ}51'47''$  WEST, 354.07 FEET; THENCE NORTH  $00^{\circ}48'04''$  EAST 1639.48 FEET TO THE POINT OF BEGINNING.

PARCEL 2

COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH  $89^{\circ}46'13''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 17, 1982.70 FEET; THENCE SOUTH  $00^{\circ}50'22''$  WEST, 1317.75 FEET, THENCE SOUTH  $89^{\circ}51'47''$  EAST 242.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}51'47''$  EAST, 50.00 FEET; THENCE SOUTH  $00^{\circ}18'13''$  WEST, 459.94 FEET; THENCE NORTH  $89^{\circ}51'47''$  WEST, 50.00 FEET; THENCE NORTH  $00^{\circ}08'13''$  EAST, 459.94 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH  $89^{\circ}46'13''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 17, 1982.70 FEET; THENCE SOUTH  $00^{\circ}50'22''$  WEST, 1317.75 FEET, THENCE SOUTH  $89^{\circ}51'47''$  EAST 706.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}51'47''$  EAST, 50.00 FEET; THENCE SOUTH  $00^{\circ}18'13''$  WEST, 224.94 FEET; THENCE NORTH  $89^{\circ}51'47''$  WEST, 50.00 FEET; THENCE NORTH  $00^{\circ}08'13''$  EAST, 224.94 FEET TO THE POINT OF BEGINNING.