

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Lake Region Water & Sewer)	File No. SR-2010-0110
Company's Application to Implement a General)	Tariff No. YS-2010-0250
Rate Increase in Water & Sewer Service)	

In the Matter of Lake Region Water & Sewer)	File No. WR-2010-0111
Company's Application to Implement a General)	Tariff No. YW-2010-0251
Rate Increase in Water & Sewer Service)	

STAFF'S MOTION TO CLARIFY THE RECORD

COMES NOW the Staff of the Missouri Public Service Commission ("Staff") and for its motion to clarify the record, states the following:

1. On April 27, 2010, Staff stated in its *Status Report* that "[d]uring the evidentiary hearing, Judge Stearley requested Staff to file as an exhibit the "land sale contract" in which Mr. Summers indicated Lake Region provided to Staff through a data request. After review, Lake Region did not provide Staff with a 'land sale contract' through a data request, thus Staff is unable to file it as an exhibit."

2. After additional review of documents associated with this case, Staff determined that its statement made in Paragraph 1 was in error, and that the "land sale contract" was provided to Staff in the response to Data Request 59.1.

3. Please find attached as Appendix A, the "land sale contract."

WHEREFORE Staff respectfully requests that the Commission accept its Motion to Clarify the Record.

Respectfully submitted,

/s/ Jaime N. Ott_____

Jaime N. Ott

Assistant General Counsel

Missouri Bar No. 60949

Attorney for the Staff of the
Missouri Public Service Commission

P. O. Box 360

Jefferson City, MO 65102

(573) 751-8700 (Telephone)

(573) 751-9285 (Fax)

jaime.ott@psc.mo.gov

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 28th day of April 2010.

/s/ Jaime N. Ott_____

**FOUR SEASONS LAKESITES, INC.
SALE CONTRACT**

This Sale Contract executed by and between FOUR SEASONS LAKESITES, INC., a Missouri corporation ("SELLER"), and

("BUYER", jointly and severally, without regard to gender).

WITNESSETH:

1. **Property.** SELLER agrees to sell and BUYER agrees to purchase the following described land (the "Property"), located in Camden County, Missouri, to wit:

Lot _____
Camden County, Missouri, as per plat of the subdivision of record in the Office of the Circuit Clerk and Recorder of Deeds of Camden County, Missouri.

subject to all conditions, covenants, reservations, easements, charges and liens recorded in the Public Records of the Office of the Recorder of Deeds of Camden County, Missouri.

2. **Purchase Price.** BUYER agrees to pay to SELLER the sum of _____ Dollars (\$ _____)

(the "Purchase Price") on the terms set forth below:

Cash at Closing (\$ _____)

Additional Down Payment (\$ _____)

Transfer of Equity From: _____ (\$ _____)

Total Down Payment (\$ _____)

Balance to be paid as follows:

Cash on or before _____ (\$ _____)

Buyer Note (\$ _____)

3. **Note and Deed of Trust.** In the event BUYER does not pay the entire Purchase Price in cash, then BUYER'S obligation to pay the balance of the Purchase Price shall be evidenced by BUYER'S promissory note (the "Buyer Note") of even date herewith and incorporated herein by reference in the amount set forth above bearing interest from the date of the Note at the rate of _____ percent (____%) per annum and according to the terms thereof. The Buyer Note shall be secured by a deed of trust (the "Deed of Trust") of even date herewith executed by the BUYER upon the Property, which Deed of Trust is incorporated herein by reference.

4. **Closing.** Except as otherwise provided by applicable law, for purposes of this Sale Contract, the term "Closing" shall mean the date following the expiration of BUYER's right of cancellation without such right having been exercised as of which time the parties hereto shall have properly executed and delivered all documents necessary to consummate this transaction and to effect the transfer of title to the Property. If Closing has not occurred for any reason whatsoever on or prior to such date, then SELLER, in its sole discretion, may either (a) extend the date of Closing, or (b) cause any funds held on BUYER's behalf to be refunded to BUYER, without interest, in which event this Sale Contract shall be deemed terminated and of no further force or legal effect. Within sixty (60) days of Closing, SELLER shall cause to be issued to BUYER a General Warranty Deed conveying title to the Property and shall cause all necessary documents to be recorded in the Office of the Recorder of Deeds of Camden County, Missouri. SELLER will, upon BUYER's request, cause to be issued with the title company of BUYER's choice and at BUYER's expense, a policy of title insurance in favor of PURCHASER when such deed is issued. Pursuant to federal law, provided BUYER is not in default hereunder, SELLER will deliver the Deed free and clear of monetary liens and encumbrances (except the Deed of Trust securing the balance of the Purchase Price) to BUYER not more than one hundred eighty (180) days after the BUYER'S signing of this Contract.

5. **Property Owners Association.**

A. The recorded Declaration of Restrictive Covenants of Four Seasons Lakesites, Inc. (the "Declaration") specifies the rights and obligations of all owners of lots in The Communities of Four Seasons at Shawnee Bend, the development in which the Property is located (the "Development"). Under the Declaration, all owners of lots in the Development must become members of the Four Seasons Lakesites Property Owners Association, Inc., a Missouri non-profit corporation (the "POA"). BUYER understands that the POA is organized for the purpose of developing and improving the lots contained in the Development and owning and maintaining the common elements therein. BUYER agrees to become a member of the POA, be bound by the Articles of

Incorporation, Bylaws and Rules and Regulations of the POA, as well as the record plat of the Development and to maintain BUYER'S membership status in good standing.

B. BUYER shall be obligated to pay to the POA an assessment for a lot owner's share of common expenses incurred in the maintenance of the Development. The current annual assessment is Two Hundred Forty Four Dollars (\$244.00) for unimproved lots and Six Hundred Sixteen Dollars (\$616.00) for improved lots. The amount of the assessment is subject to change and shall be in addition to the Purchase Price. BUYER understands, however, that such assessments are used by the POA for the purposes of administration, maintenance and preservation of the Development and do not add to the equity of BUYER in the Property and are not refundable under any circumstances. BUYER understands and agrees that the Declaration grants to the POA the right to place liens upon the Property should BUYER be in default or fail to pay assessments and other charges as set out in the Declaration when due.

C. SELLER may assign to the POA any of the rights, privileges, regulatory authorities, duties and obligations it holds as owner of the Development, and upon such assignment, the POA shall be authorized and empowered to exercise such rights and privileges and obligated to perform such duties as were vested in SELLER.

6. Taxes, Special Assessments. All ad valorem taxes for the Property have been estimated and prorated between the parties. Any special assessments for the Property, if applicable, levied after the date of this Contract shall be paid by BUYER. Any unpaid assessments and taxes for prior years shall be paid by SELLER. All such assessments and taxes for all subsequent years shall be paid by BUYER. If BUYER does not pay said assessments and ad valorem taxes, then such assessments and taxes may be paid by SELLER and charged to the account of BUYER with interest at the same rate as above provided from the date of payment of such assessments and taxes until paid by BUYER.

7. Default. Should BUYER default or in any manner fail to perform this Contract, SELLER, after thirty (30) days notice in writing to BUYER at the last known address of BUYER, may elect to (i) declare BUYER'S rights hereunder terminated, whereupon all payments made, together with the Property, shall be forfeited to and retained by SELLER as liquidated damages, or (ii) enforce this Contract or seek damages for its breach or accelerate the Buyer Note and pursue foreclosure in a court of competent jurisdiction together with reasonable costs, interest at the contracted rate and all other charges and expenses, including reasonable attorneys' fees. In the event of BUYER'S default, SELLER shall be released and relieved from all obligations hereunder. Any failure or omission of SELLER to exercise its rights upon a breach hereunder shall not constitute a waiver of any future breach and shall not operate to bar, abridge or destroy the rights of SELLER upon any subsequent breach.

8. Arbitration. It is expressly understood and agreed by the parties that any controversy or claim arising out of or relating to this Contract or the breach, termination or validity thereof, shall be settled by arbitration by an arbitrator in accordance with the CPR Non-Administered Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages. Each party shall bear its own costs, including attorneys' fees, and the costs of the arbitrator shall be divided equally. The provisions of this section shall survive the execution of this Contract.

9. Amenities, Roads and Utilities. The SELLER is obligated to provide or complete the recreational amenities, utilities and roads which it has represented it will provide or complete in the appropriate sections relating to the phase of the subdivision of which the Property is a part in the Property Report previously furnished to BUYER.

A. SELLER has constructed a community swimming pool in the Grand Point No. 2 phase of the Development and has constructed in the Development an eighteen (18) hole Jack Nicklaus Signature Golf Course, golf club house and Marina Facilities consisting of a marina, boat slips, yacht club, swimming pool and tennis courts.

B. All lots in the Development are or will be served by a central water system. BUYER agrees to pay an availability fee for water service when the central water system is completed to the point that a main water line runs in front of BUYER'S Property. The availability fee for water service is Ten Dollars (\$10.00) per month and shall be paid to SELLER or SELLER'S assignee, Lake Region Water & Sewer Co. In addition, BUYER agrees to pay all costs for connecting BUYER'S home to the central water system.

C. All lots in the Development are or will be served by a central sewer system. BUYER agrees to install and maintain at his cost a grinder pump station unit consisting of a one (1) piece fiberglass holding tank, rail system, grinder pump, control panel, alarm system (or an equivalent system as may be required by state and local authorities) and piping to extend from BUYER'S home to the main collection pressure sewer line at or near the road. BUYER agrees to pay a monthly availability fee to the SELLER or SELLER'S assignee, until such time as BUYER constructs a home on the Property. Once BUYER constructs a home on the Property, BUYER shall pay to the sewer system operator a one time connection fee and a monthly fee for sewer service. Lake Region Water & Sewer Co. is certificated to provide sewer service as a public utility in accordance with a published schedule of rates and charges.

10. Miscellaneous. Time is of the essence of this Contract. This is a Missouri contract and shall be construed under the laws of the State of Missouri and shall extend to and be obligatory on the BUYER and the heirs, successors and assigns of BUYER. This Contract shall not be assignable by BUYER without the written consent of SELLER and in the event consent to assign is granted, all provisions, covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns of the BUYER. BUYER'S liability and obligations under this Contract shall not be released or affected in any way by an assignment.

11. **Entire Agreement.** BUYER asserts to be of legal age and has read and clearly understands all the terms and provisions of this Contract. BUYER has inspected the Property and is purchasing the Property solely as a result of such investigation and the Property Report relating to the Property. **BUYER AGREES THAT NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE TO BUYER BY SELLER OR ITS AGENTS WHICH ARE NOT EXPRESSLY SET FORTH IN THIS CONTRACT.** No other contract or agreement, consideration or stipulation modifying or changing any of the terms or provisions or meaning hereof shall be recognized or binding unless approved in writing and signed by SELLER and the BUYER. This Contract shall be consummated only upon execution by an officer or property designated agent of SELLER.

12. **Docks and Boat Dock Slips.** BUYER agrees that unless specifically initialed below by SELLER, BUYER has not been granted or promised any rights to either docks or boat dock slips, whether existing or to be constructed. The preceding sentence is applicable to all purchasers, except purchasers of lots designated as "AWP" on the plat referenced in Section 1 above. If initialed below by SELLER, BUYER has been granted a right of first refusal, which may become available on either a purchase or lease basis, for the use of a dock or boat dock slip. BUYER acknowledges that the existence, style, size, location and use designation have not been determined at this time.

_____ The BUYER has been granted a right of first refusal (SELLER'S initials).

13. **Financing Contingency.** If this is a SELLER financed sale, BUYER executed a Financing Contingency Addendum to this Sale Contract, the terms of which are incorporated as if set forth herein.

NOTICE

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

IN WITNESS WHEREOF, the BUYER and SELLER have executed this Contract as of this _____ day of _____, 20____.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

BUYER _____

BUYER _____

SALES MANAGER:

BUYER _____

BUYER _____

FOUR SEASONS LAKESITES, INC.,
a Missouri corporation

By: _____

Printed Name

Its: _____
Authorized Representative