

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 040384-WS

SANLANDO UTILITIES CORPORATION

REBUTTAL TESTIMONY OF

PATRICK C. FLYNN

REGARDING THE APPLICATION FOR

AMENDMENT TO CERTIFICATES 247-W AND 189-S

IN SEMINOLE COUNTY, FLORIDA

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

TESTIMONY OF PATRICK C. FLYNN

1 Q. Please state your name and business address.

2 A. My name is Patrick C. Flynn and my business address is 200  
3 Weathersfield Avenue, Altamonte Springs, Florida.

4 Q. Mr. Flynn, have you previously filed direct testimony in this  
5 proceeding?

6 A. Yes, I have, on behalf of the applicant, Sanlando Utilities  
7 Corporation (*Sanlando*).

8 Q. Mr. Flynn, have you reviewed the Direct Testimony of the  
9 witnesses testifying on behalf of the Staff of the Florida Public Service  
10 Commission (*Commission*) and the testimony of the witnesses testifying  
11 on behalf of the City of Longwood (*City*), filed in this proceeding?

12 A. Yes, I have.

13 Q. What is the purpose of your rebuttal testimony?

14 A. To respond to the testimony of the witnesses of the City, Mr.  
15 Richard Kornbluh and Mr. Thomas Jensen, with respect to the following  
16 issues:

17 1. The facts and events relating to the contractual rights under which  
18 the City asserts it has the right to serve the customers in the Sleepy  
19 Hollow, Windsor Manor, Devonshire and Moorings subdivisions  
20 (*Disputed Areas*).

21 2. The technical and financial ability of Sanlando to provide water

1 and wastewater service to customers in the Disputed Areas.

2 3. The effect on Sanlando's revenues, expenses, rates and operations  
3 which would be caused by the transfer of the customers in the  
4 Disputed Areas.

5 4. The differences in the rate structures of Sanlando and the City and  
6 the effect on the customers in the Disputed Areas if transferred.

7 5. The effect on Sanlando's and the City's rates of the integration of  
8 the customers in the Disputed Areas into the City's existing systems.

9 6. The regulatory requirements and impact of the transfer of the  
10 customers in the Disputed Areas to the City.

11 7. The impact on the quality of service to Sanlando's remaining  
12 customers if the customers in the Disputed Areas are transferred to  
13 the City.

14 8. The provision of continuous and uninterrupted water and  
15 wastewater service to Sanlando's remaining customers if the  
16 customers in the Disputed Areas are transferred to the City.

17 My colleagues, Mr. Scotty Haws, an employee of Utilities, Inc. of  
18 Florida, and Mr. Terry Zaudtke, P.E., BCEE, the Chief Operating Officer of  
19 CPH Engineers, Inc., will address other portions of the testimony of Mr.  
20 Kornbluh and Mr. Jensen.

21 Q. On what basis does the City appear to claim the right to serve  
22 Sanlando's customers in the Disputed Areas?

1       A.     In December, 1971, the former owners of Sanlando entered into the  
2       Tri-Party Agreement and the Agreement dated December 7, 1971,  
3       attached to it as Exhibit “B”. The Tri-Party Agreement basically provided  
4       that Sanlando would have the right to serve the water and wastewater  
5       customers in the Winsor Manor subdivision. Sanlando’s right was subject  
6       however, to the City’s right to reclaim such customers if the City was both  
7       “willing and able”, and provided that the City gave notice of its intention  
8       before the 30-year term of the contract expired, in December, 2001. In  
9       1976, Sanlando and the City entered into a Utility Transfer Agreement  
10      which extended the City’s right to reclaim water and wastewater  
11      customers in other subdivisions, namely, the Sleepy Hollow First Addition,  
12      Devonshire and The Moorings subdivisions. True and correct copies of  
13      the Tri-Party Agreement, including the Agreement attached to it as Exhibit  
14      “B”, and the Utility Transfer Agreement (collectively, the *Agreements*) are  
15      attached to my testimony. (PCF-3)

16             In the latter part of 2001, about three months before the  
17      Agreements were to expire, the City asked Sanlando to provide it with  
18      bulk water and wastewater service. The City did not have the facilities  
19      directly adjacent to the customers in the Disputed Areas to furnish water  
20      and wastewater service to such customers. Sanlando’s management made  
21      a decision that it was not in Sanlando’s interests at that time to enter into  
22      bulk service agreements. Without Sanlando’s agreement to provide bulk

1 water and wastewater service, the City was not able to furnish water and  
2 wastewater service to the customers in the Disputed Areas, the threshold  
3 condition set out in the Agreements that it be “willing and able” to provide  
4 service to the customers in the Disputed Areas. The City’s rights under the  
5 Agreements therefore expired. The City took no further action until 2004,  
6 when Sanlando filed this application to amend its water and wastewater  
7 certificates. A true and correct copy of the letter from Sanlando’s  
8 attorneys refusing such service is attached to my testimony. (PCF-4) The  
9 Disputed Areas is shown on the maps attached to my testimony. (PCF-5  
10 and PCF-6) After so many years, it is not practicable, economical or in the  
11 public interest to transfer these customers. In addition, the City has  
12 asserted the right to serve customers within the certificated territory of  
13 Utilities, Inc. of Longwood, an affiliate of Sanlando, and is actually serving  
14 some of that utility’s customers in violation of Utilities, Inc. of Longwood’s  
15 rights granted in its Florida Public Service Commission certificate.

16 **Q. Does Sanlando have the technical and financial ability to provide**  
17 **service to the customers in the Disputed Areas?**

18 **A. Yes.** Remember that Sanlando has been providing continuous and  
19 satisfactory service to the customers in the Disputed Areas for over 30  
20 years. Service to these customers accordingly has a long history with few  
21 complaints. In addition, Sanlando employs licensed operators and  
22 support staff who have extensive experience in operating water and

1 wastewater facilities. The customers in the Disputed Areas are provided  
2 service exclusively through the Des Pinar wastewater facility and the Des  
3 Pinar water facility. The Des Pinar wastewater treatment facility is a  
4 Category 2 Class C plant, which has a permitted capacity of 500,000 gpd,  
5 of which 345,000 gpd is currently used. The Des Pinar water treatment  
6 facility has a permitted capacity of 5,040,000 gpd, of which 3,075,000 gpd  
7 is currently used. The operators of these facilities have a minimum of  
8 State of Florida Class C licenses and many years of experience. Copies of  
9 their licenses are attached to my testimony. (PCF-7). The customers in  
10 the Disputed Areas have enjoyed a high level of service for many years.

11 Sanlando is in the midst of obtaining a renewal of its Consumptive  
12 Use Permit from St. John's River WMD for a twenty-year term. This is a  
13 much longer time period than the SJRWMD customarily issues systems in  
14 this area. This is because the present and future groundwater withdrawals  
15 are not expected to negatively impact the environment. Also, there is  
16 nothing that prohibits the PSC from instituting a conservation rate  
17 structure in the future if the PSC determines it is in the best interest of  
18 Sanlando's customers.

19 The report attached to the testimony of Mr. Jensen is over six years  
20 old and is certainly out of date. In preparing this report, he did not use  
21 any input from Sanlando. His claim of a need to upgrade or replace  
22 components that he knows little about other than their age is not based on

1 fact. The most recent Department of Environmental Protection sanitary  
2 survey of Sanlando's systems notes that there are no outstanding issues  
3 with regard to the water production, treatment, storage, or distribution  
4 components of the water system. The survey indicated that the systems  
5 are well run. Mr. Jensen's statement is without merit, not supported by  
6 any facts and should be ignored.

7 Mr. Jensen's claim that Sanlando's fire flow systems are deficient  
8 is likewise not supported by facts and without merit. Sanlando's  
9 distribution system was designed to meet fire flow requirements  
10 established by state and county regulation or ordinance when the  
11 subdivisions were constructed. Each fire hydrant in the system is  
12 operational and capable of supplying at least 1,000 gallons per minute at  
13 20 psi residual. Based on a review of the City's recent inspections, I have  
14 doubts that the City is capable of providing the same. Therefore, the  
15 customers in the Disputed Areas would have less fire protection from the  
16 City than they currently receive from Sanlando.

17 Additionally, the most recent compliance inspection report for  
18 Sanlando's wastewater system identified that the Des Pinar WWTP, which  
19 is the facility that treats wastewater generated in the Disputed Areas, is  
20 operating satisfactorily, within its design capacity, and within its effluent  
21 water quality limits. Sanlando has made and will continue to make  
22 prudent investments in its collection system in order to maintain adequate

1 service to its customers.

2 Based on my review of recent construction contracts for water and  
3 wastewater projects constructed through existing neighborhoods and  
4 along major highways, it is my opinion that Mr. Jensen's estimates of the  
5 cost of constructing and installing the facilities necessary to transfer the  
6 customers in the Disputed Areas is woefully understated. Further, it does  
7 not take fully into account all of the necessary components that must be  
8 constructed to maintain service to Sanlando's remaining customers who  
9 are not referenced in the Agreements.

10 Sanlando's rate structure is determined by the Florida Public  
11 Service Commission, which takes into consideration multiple issues when  
12 developing rates, including the financial impact to customers. Sanlando  
13 is confident that it will be capable of providing adequate water and  
14 wastewater service to its customers in the future.

15 Sanlando also has the financial resources necessary to continue to  
16 provide the same high quality of service that its customers have relied on  
17 and enjoyed for many years. Sanlando's Annual Report for the year 2004  
18 is available on the Commission's website. It reflects that Sanlando is  
19 operating at a profit. In addition, Sanlando can call upon the financial  
20 resources of its parent, Utilities, Inc., should it ever become necessary.

21 It is interesting to note that one of the solutions that the City is  
22 actively promoting is for Sanlando to sell the City water and wastewater



1 service in bulk, which the City would then direct bill to the customers in  
2 the Disputed Areas. Under this scenario, Sanlando would continue to  
3 provide water and wastewater service to the customers in the Disputed  
4 Areas, using existing lines and treatment facilities, but the City would bill  
5 them for such service, passing on the increased cost of such service to  
6 these customers without an increase in value. This solution would not be  
7 acceptable unless Sanlando possessed both the technical and financial  
8 ability to provide such service.

9 Q. Does the provision of service by Sanlando duplicate or compete  
10 with service provided by the City of Longwood?

11 A. There is no actual duplication or competition. In fact, the City's  
12 nearest facilities which could provide service are so far away, it would not  
13 be practicable or economic for the City to construct and install the  
14 necessary facilities to provide service. Attached to my testimony are maps  
15 of the Disputed Areas which show the water and wastewater facilities that  
16 Sanlando currently uses to provide water and wastewater service to the  
17 customers in the Disputed Areas, and the location of the City's nearest  
18 facilities which could provide such service. (PCF-8 and PCF-9)

19 It is apparent that the subdivisions which comprise the Disputed  
20 Areas are non-contiguous, and would require the City to expend a  
21 significant amount of capital to construct the lines and other facilities  
22 necessary to connect such customers to its systems.

1 Q. What are the differences between Sanlando's and the City's rate  
2 structures and how would the customers in the Disputed Areas be  
3 affected?

4 A. There are significant differences between Sanlando's and the City's  
5 rates and charges. Because most of the affected customers are residential  
6 customers, I have focused my comparison on the differences in residential  
7 rates. Attached to my testimony is a chart comparing Sanlando's rates and  
8 the City's rates for residential service. (PCF-10) It shows that the City's  
9 base facility charge for wastewater is \$3.30, compared to Sanlando's  
10 \$11.12. However, the City's gallonage charge is \$1.80 per 1,000 gallons,  
11 for usage up to 15,000 gallons, \$2.10 per 1,000 gallons for 15,001 to  
12 30,000 gallons, and no charge for usage over 30,000 gallons. Sanlando's  
13 charge is a flat \$1.48 per 1,000 gallons, up to a maximum of 10,000  
14 gallons. A typical Sanlando customer uses 21,000 gallons of water per  
15 month. As a result, a typical wastewater bill for a customer in the  
16 Disputed Areas will be \$25.92 for service by Sanlando, but \$33.90 for the  
17 same service by the City, a difference of 31%.

18 The difference in the cost for water service is even more extreme.  
19 Sanlando's base facility charge for residential water service (typically a  
20 5/8' X 3/4" meter size) is \$4.15, with a gallonage charge of \$0.425 per  
21 1,000 gallons. The City's base facility charge is \$4.50, with a gallonage  
22 charge of \$1.00 per 1,000 gallons for usage up to 10,000 gallons, \$1.15

1 per 1,000 gallons for usage between 10,001 and 20,000 gallons, \$1.30 per  
2 1,000 gallons for usage between 20,001 gallons and 30,000 gallons, \$1.45  
3 per 1,000 gallons for usage between 30,001 and 40,000 gallons and \$1.60  
4 per 1,000 gallons for usage over 40,000 gallons. A typical water bill for  
5 a customer in the Disputed Areas who uses 21,000 gallons will be \$13.08  
6 for service provided by Sanlando, but \$27.30 for the same service  
7 provided by the City, a difference of 109%. The impact on customers in  
8 the Disputed Areas will be substantial. The City's current rates do not take  
9 into account the capital cost of constructing and installing the necessary  
10 facilities to connect these customers to the City's systems. They will be  
11 required to pay a much greater amount each month for the same usage  
12 pattern, or modify their standard of living to avoid having to pay much  
13 more each month for a lesser level of service, or both.

14 **Q. What effect will the transfer of the customers in the Disputed**  
15 **Areas have on Sanlando's revenues, expenses and operations?**

16 **A.** Based on an average usage of 21,000 gallons per month per  
17 customer, the loss of 475 customers in the Disputed Areas would cause a  
18 loss of \$200,000 per year or more in authorized water and wastewater  
19 revenue. There would be a much smaller decrease in annual expenses  
20 that reflects an incremental reduction in annual power and chemical costs.  
21 Operationally, the transfer of these customers would impact Sanlando's  
22 obligation to offer water service and fire protection to Rock Lake Middle

1 School, Tyler's Cove subdivision, Reserve at Harbour Isle subdivision,  
2 single family homes on Slade Drive that are not identified in the  
3 Agreements, and a general service customer located at the corner of State  
4 Road 434 and Palm Springs Road. Additionally, the transfer would impact  
5 the provision of wastewater service to Rock Lake Middle School, Reserve  
6 at Harbour Isle subdivision, and some single family homes on Slade Drive  
7 that are not identified in the Agreements.

8 Q. What effect will the transfer of the customers in the Disputed  
9 Areas have on Sanlando's and the City's rates?

10 A. Assuming a significant loss of revenue as a result of the transfer and  
11 only a small reduction in offsetting expenses, there likely would be an  
12 need to increase Sanlando's rates in order for Sanlando to realize its  
13 authorized return on its investment. With respect to the City, the capital  
14 cost to connect the customers in the Disputed Areas to the City's water and  
15 wastewater systems would require the expenditure of significant funds,  
16 over \$1.2 million according to the City's own estimate in 1999, and much  
17 more according to Sanlando's current estimates. The City would need to  
18 decide whether the project would be funded out of existing enterprise or  
19 reserve funds, or borrow the capital, in which case the City's existing and  
20 future utility customers would repay these costs through increased user  
21 fees.

22 Q. Please discuss the regulatory requirements and impact of

1 transferring the customers in the Disputed Areas to the City.

2 A. The City would need to obtain Florida Department of  
3 Environmental Protection construction permits for both water and  
4 wastewater improvements, right-of-way utilization permits from Seminole  
5 County, and fee simple title or utility easements on which to construct  
6 facilities located outside of the road rights-of-way. Wastewater lift  
7 stations, force mains, manholes, gravity mains and associated facilities  
8 would need to be constructed on Tarrytown Road, on Sweetbriar Road, on  
9 Slade Drive, the Reserve at Harbour Isle and the general service customer  
10 on State Road 434 at Palm Springs Road, in order to separate the  
11 customers in the Disputed Areas from those who will continue to be  
12 provided service by Sanlando. Water mains, valves, and associated  
13 facilities would need to be constructed to reconnect the Des Pinar water  
14 treatment plant to the remaining customers in Sleepy Hollow, Tyler's  
15 Cove, Reserve at Harbour Isle, Rock Lake Middle School, and the general  
16 service customer on State Road 434 at Palm Springs Road. The customers  
17 in the Disputed Areas would have to terminate their accounts with  
18 Sanlando, and the City would have to simultaneously establish new  
19 accounts with them. The City may require the transferred customers to  
20 pay a deposit. The City may choose to replace these customers' existing  
21 water meters with new ones that are compatible with the City's metering  
22 equipment. The meter replacement cost is estimated at approximately

1       \$200 per meter.

2       **Q.**     Please discuss the impact that transferring the customers in the  
3       Disputed Areas will have on the quality of service Sanlando will provide  
4       to its remaining customers.

5       **A.**     Sanlando's distribution and collection systems were designed and  
6       built in an integrated fashion. By severing the customers in the Disputed  
7       Areas from Sanlando's distribution system, the remaining water mains  
8       may be inadequately sized for fire protection purposes without the  
9       construction of larger mains. By the same token, the collection system  
10      would have to be drastically modified in order to separate and segregate  
11      the wastewater flow generated by the customers in the Disputed Areas and  
12      those that will remain.

13      **Q.**     Will Sanlando be able to provide continuous and uninterrupted  
14      service to its remaining customers if the customers in the Disputed Areas  
15      are transferred to the City?

16      **A.**     No, not without major capital investments to insure adequate flow  
17      and pressure.

18      **Q.**     What are the estimated costs of constructing the facilities which  
19      will be needed to provide the same high level of service to Sanlando's  
20      remaining customers if the customers in the Disputed Areas are  
21      transferred to the City?

22      **A.**     Mr. Terry Zaudtke will address the amount of such costs and how

1 those estimates were calculated in his testimony.

2 Q. Who will have to pay those costs?

3 A. Ultimately, the costs will be passed on to Sanlando's remaining  
4 customers.

5 Q. What effect would the disconnection of water and wastewater  
6 service have on the current customers in these subdivisions, if the  
7 Commission should deny Sanlando's application in part and require the  
8 transfer of these customers to the City?

9 A. First, the costs of integrating the proposed customers into the City's  
10 existing systems are prohibitive, both to Sanlando's customers and the  
11 City's. The City has not made any proposals to Sanlando as to how it will  
12 compensate Sanlando for these costs. In addition, the City's rates will be  
13 affected by the integration of the customers in the Disputed Areas into the  
14 City's systems. The City currently has no infrastructure in place to serve  
15 the customers in the Disputed Areas. The City's customers would  
16 necessarily bear the cost of integrating the customers in the Disputed  
17 Areas into the City's existing systems, resulting in excessive and  
18 impermissible subsidization. Last, the City has not provided Sanlando  
19 with any proposal for compensating it for the cost of constructing the  
20 facilities necessary to maintain adequate hydraulic capacity and  
21 operational capability to enable Sanlando to maintain the current level of  
22 water, wastewater and fire protection service to its remaining customers

1 after disconnection of the customers in the Disputed Areas. Obviously,  
2 disconnection will increase costs dramatically and significantly disrupt  
3 service to Sanlando's remaining customers.

4 Q. Does this conclude your testimony?

5 A. Yes, it does.



REBUTTAL TESTIMONY OF  
PATRICK C. FLYNN  
REGARDING THE APPLICATION FOR  
AMENDMENT TO CERTIFICATES 247-W AND 189-S  
IN SEMINOLE COUNTY, FLORIDA

LIST OF EXHIBITS

No.	Description	Pages
PCF-3	Tri-party Agreement dated December 7, 1971, by and between the City of Longwood and Sanlando Utilities Corp., with attached Exhibit "B", and Utility Transfer Agreement dated ____, 1976.	133-155
PCF-4	Letter dated November 20, 2001 from Rose, Sundstrom & Bentley, LLP to the City of Longwood	156
PCF-5	Sanlando Utilities Corporation Water Service Area Map	157
PCF-6	Sanlando Utilities Corporation Wastewater Service Area Map	158
PCF-7	Copies of Operators' Licenses	159-168
PCF-8	Sanlando Utilities Corporation Water Service Area Map - Sections 35 and 36	169
PCF-9	Sanlando Utilities Corporation Wastewater Service Area Map - Sections 35 and 36	170
PCF-10	Comparison of Residential Rates	171



11-11-97  
Distribution: CC   
CA  Attny  Clk   
Other: \_\_\_\_\_  
File:

*11-11-97*  
*Approved by City Council 12-15-72*  
*Noted by Sanlando Utilities - 12-15-72*  
*Signature: [Handwritten Signature]*

TRI-PARTY AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1972, by and between THE CITY OF LONGWOOD, FLORIDA, a municipal corporation chartered by the State of Florida (hereinafter referred to as the "City"), party of the first part; SANLANDO UTILITIES CORPORATION, a Florida corporation (hereinafter referred to as "Utilities"), party of the second part; and S. I. D. CORPORATION, INC., a Florida corporation (hereinafter referred to as "Developer"), party of the third part;

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property more particularly described in Exhibit "A" attached hereto, which shall hereinafter be referred to as the "Subject Property"; and

WHEREAS, the Developer intends to develop the Subject Property into approximately one hundred eighty-six (186) residential building lots upon which single-family houses are to be constructed; and

WHEREAS, Developer has entered into an agreement with Utilities wherein and whereby Utilities has agreed to furnish water and sewer service to the houses to be constructed on the Subject Property; and

WHEREAS, the Subject Property is located within the City of Longwood, Florida; and

WHEREAS, the City is planning to create a water and sewer facility which will eventually serve Subject Property and other areas in the vicinity thereof; and

WHEREAS, the City is only willing to allow Utilities to serve the Subject Property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the parties hereto hereby agree:

1. Utilities and Developer hereby agree that the City is and is hereby made a third party beneficiary of the Agreement between Developer and Utilities dated December 7, 1971, which is attached hereto as Exhibit "B", so far as the Agreement relates to the transfer of facilities and service to the City.

2. Utilities and Developer hereby agree that at the time the City is willing and able to furnish water and sewer service to all of the one hundred and eighty-six (186) houses erected or to be erected, on the Subject Property, the Utilities will cease providing such service to said houses and will convey to the City all water and sewer facilities of whatsoever nature or kind, lying within the Subject Property, including specifical but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals, connections and meters, and all necessary easements accomodating such facilities by bill of sale and warranty deed free and clear of all liens and encumbrances whatever. Said conveyance shall be made to the City without cost within ninety (90) days after the City, by written notice, advises the Utilities and Developer that the City is willing and able to furnish water and sewer services to the houses located within the boundaries of the Subject Property. At the time of such conveyance, Utilities shall cooperate with the City, and upon such transfer, this Agreement shall terminate.

3. The City hereby agrees that until such time as the City is able and willing to provide sewer and water service to all said houses in the Subject Property, Utilities shall have

the right to provide such service to such houses in accordance with the terms and conditions of the Certificates of Convenience and Necessity issued by Seminole County, Florida under which it is presently providing such service to houses in the vicinity of the Subject Property, as the same may be from time to time and this Agreement shall be and is hereby made a permit and license for Utilities to provide such service on such terms and conditions to the houses to be erected in the Subject Property; provided, however, Utilities shall be subject to such reasonable rules and regulations established by the City and also subject to such ad valorem taxes and utility tax as may be assessed on Utilities and/or the user of Utilities.

4. Notwithstanding any provision contained in the Agreement attached hereto as Exhibit "B", Utilities and Developer are hereby bound to fully perform the terms of this Tri-Party Agreement by conveyance and transfer of the facilities without cost to the City as provided herein. This Agreement shall be specifically enforceable in a court of competent jurisdiction and the prevailing party shall be allowed a reasonable attorney's fee and costs incurred as a result of litigation.

5. Notices required under the terms of this Agreement shall be delivered to the parties at the present respective addresses:

UTILITIES  
Post Office Box 576  
Casselberry, Florida 32707

DEVELOPER  
619 East Colonial Drive  
Orlando, Florida

CITY  
City Hall  
Longwood, Florida 32750

If notice to Utilities and Developer cannot be made at the aforesaid addresses, then same shall be made to the last known address as contained in the records of the Secretary of the State of Florida. Any notice required or permitted hereunder shall be considered properly made if in writing and mailed by the United States Mail, postage prepaid, to the addresses set forth herein.

6. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the full agreement of the parties with respect to the subject matter herein and shall only be changed by writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals to be affixed hereto on the day and year first above written.

Signed, sealed and delivered THE CITY OF LONGWOOD, FLORIDA  
in the presence of:

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Attest: \_\_\_\_\_

SANLANDO UTILITIES CORPORATION

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Attest: \_\_\_\_\_

Secretary

S. I. D. CORPORATION, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Attest: \_\_\_\_\_

EXHIBIT "A"

WINSOR MANOR

PARCEL NO. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lake Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 660 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less. *county file*

PARCEL NO. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less. *LOTS 181-182*

PARCEL NO. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less. *Lot 41*

PARCEL NO. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less. ?

PARCEL NO. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

EXHIBIT "B"

A G R E E M E N T

THIS AGREEMENT dated this 7<sup>th</sup> day of December, 1971,  
by and between SANLANDO UTILITIES CORPORATION, a Florida  
corporation, hereinafter referred to as "Utilities," and S. I. D.  
CORPORATION, INC., a Florida corporation, hereinafter referred  
to as the "Developer."

P R E M I S E S

WHEREAS, Developer is the owner or contract purchaser of  
certain tracts of real property situate in Seminole County,  
Florida, described with particularity in Schedule "A" attached  
hereto and made a part hereof, which property shall be herein-  
after referred to as the "Property;" and

WHEREAS, Developer intends to develop and improve the  
Property into a residential area containing one hundred eighty-  
six (186) building sites for single family residences; and

WHEREAS, in connection with such development it is neces-  
sary for the Developer to provide adequate water and sewer ser-  
vice for such single family residences; and

WHEREAS, Utilities is the owner and operator of a water  
distribution system, including a water plant, and a sewerage  
collection system, including a sewer plant, which is located on  
property in the vicinity of the Property (hereinafter referred  
to as "Utilities' Property"), serving real property in close  
proximity to the Property; and

WHEREAS, Developer has requested Utilities to make avail-  
able Utilities' water and sewer systems to the Property; and

WHEREAS, Utilities has agreed to make its water and sewer  
systems available to the Property on the terms and conditions  
hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and  
the work to be done by Utilities and the sums to be paid to  
Utilities by Developer as described hereafter, Developer and  
Utilities agree as follows:



1. EXCLUSIVE SERVICE TO THE PROPERTY. Subject to the Developer performing the conditions of this Agreement to be performed by Developer, Utilities hereby agrees to make water and sewer service available to the one hundred eighty-six (186) single family residences hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement; and provided that Utilities performs the conditions of this Agreement to be performed hereunder by Utilities, Developer hereby agrees and covenants that for a period of thirty (30) years all <sup>12/7/2</sup> improvements hereafter constructed on said Property shall be served exclusively by Utilities' water and sewer systems, and <sup>←</sup> Developer further agrees that such grant and agreement shall be a covenant binding upon and running with title to the Property.

Notwithstanding the foregoing, Utilities freely agrees that in the event the City of Longwood, Florida shall extend its water and sewer service to the Property at any time during the term of the <sup>12/7/2</sup> Agreement, Utilities shall turn over and convey all of its <sup>←</sup> facilities located on the Property to said City and shall thereafter have no right or obligation to provide water and sewer service to the Property. (Utilities agrees that such service shall be made available as needed by Developer through Utilities' presently existing and hereafter expanded plants and other facilities located on Utilities' Property, and through the extension of water and sewer lines from the Property to a point where Utilities' existing lines are located, which shall be constructed by Developer and through the on-site facilities to be constructed by Developer pursuant to Paragraph 5 hereof. Utilities further agrees that the sewer service to be provided hereunder shall meet the standards or requirements, as the case may be, of the Federal Housing Administration, the Veterans Administration, the Seminole County Board of Health and the Florida State Board of Health; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said requirements or standards to the extent such failure shall be occasioned by the inadequacy of the on-site facilities constructed by Developer in accordance with Paragraph 5 hereof, and further, acceptance of a conveyance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility.

2. CERTIFICATE OF CONVENIENCE AND NECESSITY OR FRANCHISE.

On or before twenty (20) days from the date hereof, Utilities hereby agrees to file, at its expense, such application as may be necessary with the City of Longwood, Florida, to permit Utilities to provide water and sewer service to the Property for the term of this Agreement. Upon the filing of the application, Utilities agrees to use due diligence to pursue whatever action is reasonably necessary or required to obtain such permission. In the event such permission is not granted within one hundred twenty (120) days after the filing of the request therefor, then in such event, either party hereto may cancel and terminate this Agreement at any time until such permission is granted, and in the event of such cancellation and termination, the parties hereto shall have no further obligation to each other hereunder, and all sums paid hereunder by Developer to Utilities shall be refunded.

3. RESPONSIBILITY FOR SERVICE, CONSTRUCTION AND CAPACITY.

The Developer hereby agrees to acquire the right of way for and to construct at its own cost and expense the line extension necessary to connect the one-site water and sewer systems to be installed in accordance with Paragraph 5 hereof to the facilities of Utilities at a point or points where Utilities' existing water and sewer lines are located, to be designated by Utilities. Such construction shall be in accordance with the Plans and Specifications approved by Utilities. The Developer shall convey ✓

the line extension and the right of way therefor to Utilities as a condition precedent to service to the Property. Such conveyance shall be by appropriate instrument, conveying the same free and clear of all liens and encumbrances. Subject to the provisions of Paragraph 4 hereof, Utilities shall and hereby agrees to provide capacity in its water and sewer plants to serve one hundred eighty-six (186) residences to be constructed on the Property. Utilities hereby agrees to provide water and sewer service to the Property within one hundred twenty (120) days from the date of the receipt of the approval described in Paragraph 2 hereof or at the time that the line extension and the on-site improvements on the Property are completed in accordance with this Agreement, whichever is later. Utilities' obligation under this Agreement, including but not limited to the obligation contained in this paragraph, shall be contingent on the Developer not defaulting on any of its obligations hereunder.

4. CONTRIBUTION IN AID OF CONSTRUCTION OF PLANT CAPACITY.

The Developer hereby agrees to contribute to Utilities for aid in constructing new plant facilities and lines the sum of FIFTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00); said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in lieu of any and all tap-in or connection fees for the one hundred eighty-six (186) single-family residences which are to be constructed on the Property and connected to and served by Utilities' System. Said FIFTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00) shall be paid by the Developer upon the execution of the Agreement. Said sum shall not be refundable in the event that the Property is subsequently served by the utility systems of the City of Longwood.

5. ON-SITE INSTALLATION BY DEVELOPER.

Developer agrees to commence development of the Property into residential building sites within one hundred twenty (120) days from the date of receipt of the approval described in Paragraph 2. As the Property

is developed into residential units, the Developer shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities, including generally all the water and sewer utility facilities or whatever nature or kind needed to connect the residential units to be constructed on the Property to the line extension to be constructed by the Developer in accordance with Paragraph 3 hereof, and including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals and service connections to serve the residential units to be constructed on the Property. The Developer agrees that the construction and installation of such on-site facilities and line extension shall be subject to the following:

(A) The on-site facilities and line extension shall be constructed and installed by Developer only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of the State Board of Health, the Seminole County Board of Health and the City of Longwood, Florida, and the Developer shall obtain approval thereof from such agencies prior to commencement of construction.

(B) The Developer, upon approval of the plans and specifications by Utilities, as provided in Subparagraph (A) hereof, shall construct such on-site facilities and line extension strictly in accordance with such plans and specifications. It shall keep Utilities advised as to the progress of such construction and shall afford Utilities the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

6: INSPECTION. In addition to approving the plans and specifications for on-site work and line extension to be accomplished by Developer, Utilities may, at its option, inspect

such work as it progresses to determine whether it is being accomplished in accordance with said plans and specifications. Such inspection shall be at the expense of Utilities; provided, however, that upon request Developer shall make available for inspection by Utilities any inspection or progress report prepared by Developer's engineer or any engineer retained by a lending institution in connection with a development or construction mortgage loan on the Property. Such reports shall be made available without cost to Utilities. In the event that Utilities shall elect pursuant to this Paragraph to make regular inspections at specific stages of the on-site work, or at the time of particular events, notice to such effect shall be given to Developer in writing specifying the stages or events for inspection. Subsequent to said written notice, Developer shall give Utilities a Notice to Inspect at appropriate times, upon receipt of which Utilities shall accomplish its inspection within twenty-four (24) hours unless notice be received on a Friday or Saturday, in which case inspection shall be accomplished the following Monday. Anything contained in this Paragraph or done pursuant hereto notwithstanding, Utilities, by inspecting or not inspecting, to any extent whatsoever, shall not assume responsibility for construction or installation of on-site improvements and shall in no way be considered to waive any rights available to it or defaults on the part of Developer, or to consent to any defects, omissions or failures in the on-site work to be accomplished by Developer.

✓ 7. CONVEYANCE OF ON-SITE FACILITIES. At the time the Developer desires to connect the on-site sewer facilities constructed by it to Utilities' sewer system with respect to any phase of the Property and as a condition precedent for the right to make such connection, the Developer shall convey to Utilities, at no cost to Utilities, all such on-site facilities

and line extension, including specifically, but not a limitation, sewer lines, mains and lift stations, laterals and connections, by bill of sale and warranty deed, free and clear of all liens and encumbrances whatsoever. The cost of all materials, construction and installation for on-site water and sewer facilities and line extension shall be paid in full by the Developer prior to the transfer of such facilities to Utilities, and at the time of such transfer to Utilities, Developer shall warrant that all such costs have been paid in full and furnish to Utilities such evidence thereof as it may reasonably require.

8. RATES. The rates to be charged by Utilities for water and sewer service to persons residing in the units hereafter built on the Property shall be those charges made by Utilities to its other customers and those charges from time to time agreed on by and between Utilities and the County of Seminole, or any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to such customers also shall be subject to such other regulations from time to time imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion of and control of Utilities.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Seminole County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonably and necessarily required for the purpose of serving the Property, or portions thereof, with the sewer service to be provided hereunder by Developer.

10. ✓ NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

Sanlando Utilities Corporation  
Post Office Box 576  
Casselberry, Florida

Developer:

S. I. D. Corporation, Inc.  
639 E. Colonial Drive  
Orlando, Florida

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

✓ 11. MISCELLANEOUS. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement. (This Agreement shall inure to the benefit of and be binding upon the heirs and assigns of the parties hereto and shall constitute a covenant running with the Property. This Agreement shall be governed by the Laws of the State of Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts, each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals

to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

SANLANDO UTILITIES CORPORATION

N. C. Greig By: Lester N. Mandell  
President  
Virginia T. Jensen Attest: [Signature]  
ASST Secretary

S. I. D. CORPORATION, INC.

N. C. Greig By: [Signature]  
President  
Virginia T. Jensen Attest: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LESTER N. MANDELL and John F. L ~~LESTER ZIMMERMAN~~, well known to me to be the President and Assistant Secretary respectively of SANLANDO UTILITIES CORPORATION, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this, 7<sup>th</sup> day of Sept., 1971.

N. C. Greig  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 5, 1974  
BONDED THROUGH FRED W. DILSFELHURST

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] and [Signature], well known to me to be the



President and Secretary respectively  
of Sh. D. ... and that they severally acknow-  
ledged executing the same in the presence of two subscribing  
witnesses freely and voluntarily under authority duly vested in  
them by said corporation and that the seal affixed thereto is the  
true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 7<sup>th</sup> day of December, 1974.

Nels C. Herz  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 5, 1974  
BONDED THROUGH FRED W. DIEHL, MUMFORD

SCHEDULE "A"

PARCEL NO. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lake Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 660 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet; thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less.

PARCEL NO. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less.

PARCEL NO. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less.

PARCEL NO. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less.

PARCEL NO. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

Executed for Identification:

SANLANDO UTILITIES CORPORATION

BY: Lucas D. Mendez

S. I. D. CORPORATION, INC.

BY: [Signature]

MINUED  
1/21/76

UTILITY TRANSFER AGREEMENT

THIS UTILITY TRANSFER AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1976 by and between THE CITY OF LONGWOOD, FLORIDA, a municipal corporation chartered by the State of Florida (hereinafter referred to as the "City"), and SANLANDO UTILITIES CORPORATION, a Florida corporation (hereinafter referred to as "Utilities");

W I T N E S S E T H:

WHEREAS, Utilities has entered into certain utility agreements with various real property developers wherein and whereby Utilities has agreed to furnish water and sewer service to certain subdivisions developed or being developed within the municipal boundaries of the City, which said subdivisions are more particularly described on Exhibit A attached hereto and made a part hereof by this reference thereto (each such development being referred to individually as a "Development" and jointly as the "Subdivisions"); and

WHEREAS, Utilities has title to all lines, mains, lift stations, and other facilities associated with providing water and sewer service to the Subdivisions; and

WHEREAS, the City is planning to create a water and sewer facility which will eventually serve the Subdivisions and other areas in the vicinity thereof; and

WHEREAS, Utilities is serving the Subdivisions with water and sewer and the City is only willing to allow Utilities to serve the Subdivisions on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the parties hereto agree:

1. Utilities hereby agrees that the City is and is hereby made a third party beneficiary to these certain

Utility Agreements between certain developers and Utilities (a list of said Utility Agreements is attached hereto as Exhibit B, and made a part hereof by this reference thereto), so far as the Utility Agreements relate to the transfer of facilities and service to the City.

2. Utilities hereby agrees that at the time the City is willing and able to furnish both water and sewer service to all of the lots in an entire Development as the same are enumerated on Exhibit A, then Utilities will cease providing both such services to said Development and will convey to the City all water and sewer facilities of whatsoever nature or kind, lying within the Development which are used solely for said Development, and are not used for the furnishing of services to other customers of Utilities, including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals, connections and meters, and all necessary easements accommodating such facilities, by special bill of sale and quit claim deed. Said conveyance shall be made to the City, without cost, within ninety (90) days after the City, by written notice, advises the Utilities that the City is willing and able to furnish both water and sewer services to a Development. At the time of such conveyance, Utilities shall cooperate with the City in connection with the transfer then being made, and upon such transfer with respect to all the Developments comprising the Subdivisions, this Agreement shall terminate. The City shall be solely responsible for providing sewer and water services to each Development transferred to it, and upon such transfer Utilities shall have no further obligation or responsibility with respect thereto.

3. The City hereby agrees that until such time as the City is able and willing to provide both sewer and water service to an entire Development as described in Exhibit B,

Utilities shall have the right to provide such service to such Development in accordance with the rules and regulations and certifications of the Florida Public Service Commission under which it is presently providing such service, as the same may be from time to time, and this Agreement shall be and is hereby made a permit and license for Utilities to provide such service under the jurisdiction and control of the Florida Public Service Commission; provided, however, Utilities shall be subject to such reasonable rules and regulations established by the City not inconsistent with the jurisdiction of the Florida Public Service Commission and also subject to such ad valorem taxes and utility tax as may be assessed on Utilities and/or the user of Utilities.

4. Notwithstanding any provision contained in the Utility Agreements described in Exhibit B, Utilities is hereby bound to fully perform the terms of this Agreement by conveyance and transfer of the facilities without cost to the City as provided herein. This Agreement shall be specifically enforceable in a court of competent jurisdiction and in the event of suit, the prevailing party shall be allowed a reasonable attorney's fee and costs incurred as a result of litigation.

5. Notices required under the terms of this Agreement shall be delivered to the parties at the present respective addresses:

UTILITIES  
Post Office Box 576  
Casselberry, Florida 32707

CITY  
City Hall  
Longwood, Florida 32750

If notice to Utilities cannot be made at the aforesaid address, then same shall be made to the last known address as contained in the records of the Secretary of the State of Florida. Any notice required or permitted hereunder shall

be considered properly made if in writing and mailed by the United States Mail, postage prepaid, to the addresses set forth herein.

6. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the full agreement of the parties with respect to the subject matter herein and shall only be changed by writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals to be affixed hereto on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE CITY OF LONGWOOD, FLORIDA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Sheila M. Tuttle

SANLANDO UTILITIES CORPORATION  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
Secretary

EXHIBIT "A"

DEVELOPMENTS WITHIN BOUNDARIES OF CITY OF LONGWOOD AND  
SERVED BY SANLANDO UTILITIES CORPORATION.

SLEEPY HOLLOW SUBDIVISION

The NE 1/4 of the SW 1/4 of the SE 1/4; and the N 3/4 of the NE 1/4 of the SE 1/4; and all that part of the NW 1/4 of the SE 1/4, lying East of State Highway No. 400 (interstate Highway No. 4); and all that part of the SE 1/4 of the SW 1/4 of the SE 1/4, lying North of Sanlando Springs, Live Oak Section as recorded in Plat Book 9, Page 28, Public Records of Seminole County, Florida; all in Section 35, Township 20 South, Range 29 East,

ALSO:

Lots 12 and 13, Block "B", and Lots 12 and 13, Block "C", Sanlando Springs, Live Oak Section, as recorded in plat book 9, page 28, Public Records of Seminole County, Florida.

ALSO:

All that part of Garden Lane lying North of Lot 13, Block "C", and lying North of Red Oak Lane; and all that part of Colonial Lane lying south of Lot 12, Block "C", and lying North of Lot 13, Block "B"; and all of Charles Street lying South of Lot 12, Block "B", and lying south of Red Oak Lane; and all of Red Oak Lane; all according to the plat of Sanlando Springs, Live Oak Section as recorded in Plat Book 9, Page 28, Public Records of Seminole County, Florida.

ALSO:

All of Tarry Town Trail and all that part of Charles Street lying North of Tarry Town Trail according to the plat of Sleepy Hollow as recorded in Plat Book 15, Pages 64 and 65, Public Records of Seminole County, Florida.

WINSOR MANOR SUBDIVISION

Parcel No. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lane Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 660 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less.

Parcel No. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 179.40 feet thereof. Containing 2.549 acres more or less.

Parcel No. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less.

Parcel No. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less.

Parcel No. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

DEVONSHIRE SUBDIVISION

The South 1/2 of Government Lot 1, (LESS the Northwest 1/4 of the Southwest 1/4 of Government Lot 1 and LESS the North 438 feet of the East 928 feet of South 1/2 of Government Lot 1); AND the Northeast 1/4 of Government Lot 2; ALL in Section 36, Township 20 South, Range 29 East, Public Records of Seminole County, Florida. Subject to an easement and right-of-way over the East 33 feet of the above described property; AND ALSO

The Southwest 1/4 of the Northwest 1/4 of the South 1/2 of Lot 1, in Section 36, Township 20 South, Range 29 East.

THE MOORINGS SUBDIVISION:

The West 318.45 feet of the South 1/2 of Government Lot 2, Section 36, Township 20 South, Range 29 East, North of State Road 434; ALSO: the South 210.0 feet of the West 318.45 feet of the North 1/2 of Government Lot 2, Section 36, Township 20 South, Range 29 East.



EXHIBIT "B"

List of Utility Agreements Between  
SANLANDO UTILITIES CORPORATION and the  
developers of Developments described in Exhibit "A"

1. SLEEPY HOLLOW SUBDIVISION:

Agreement between Sanlando Utilities  
Corporation and International Land  
Planning, Inc., dated August 25, 1971

2. WINSOR MANOR SUBDIVISION:

Agreement between Sanlando Utilities  
Corporation and S.I.D. Corporation,  
Inc., dated December 7, 1971

3. DEVONSHIRE SUBDIVISION:

Agreement between Sanlando Utilities  
Corporation and Sea Coast Construction  
Corp., dated January 19, 1972

4. THE MOORINGS SUBDIVISION:

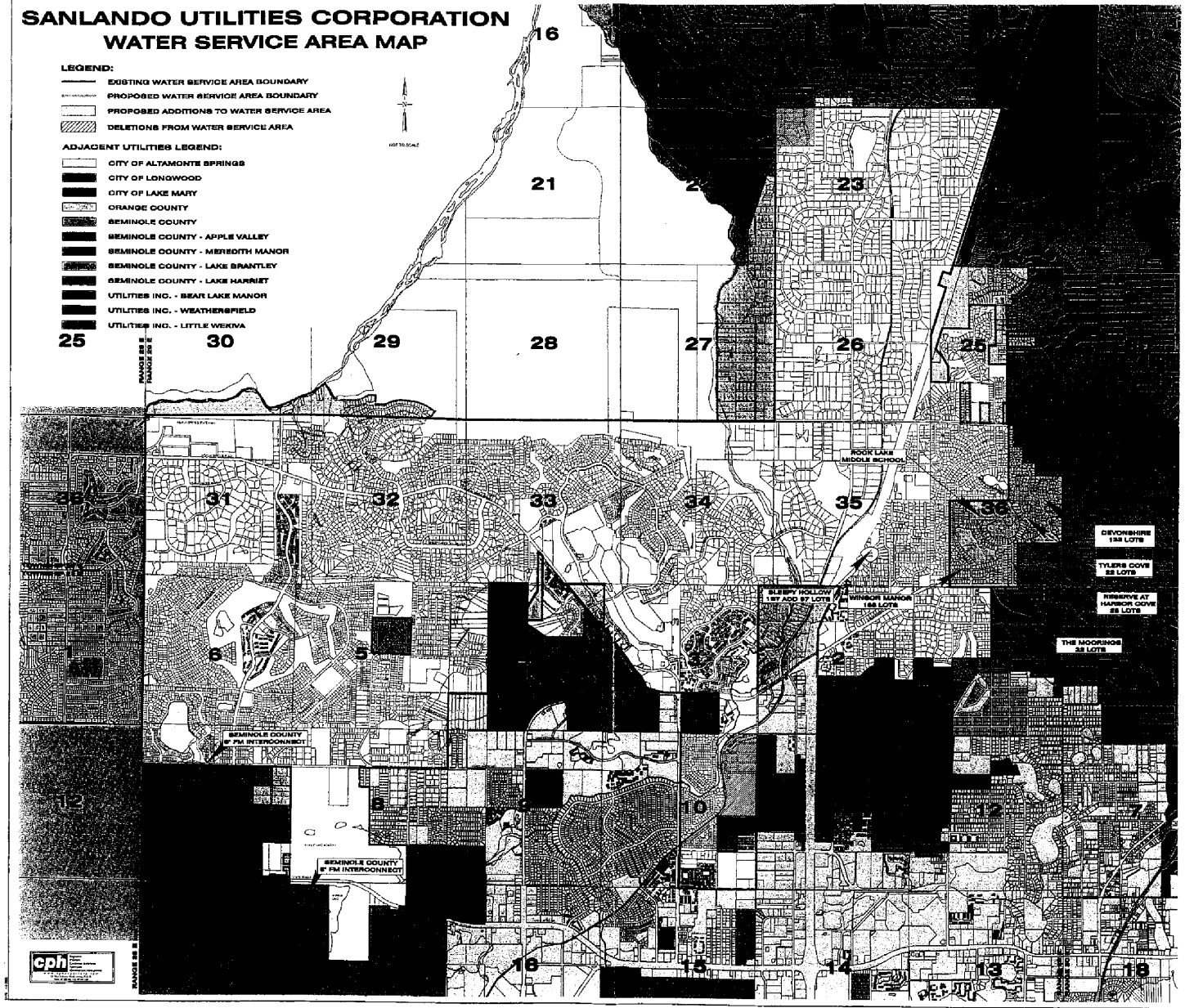
Utility Agreement between Sanlando  
Utilities Corporation and Lake Nan,  
Inc., dated May 15, 1973



# SANLANDO UTILITIES CORPORATION WATER SERVICE AREA MAP

- LEGEND:**
- EXISTING WATER SERVICE AREA BOUNDARY
  - PROPOSED WATER SERVICE AREA BOUNDARY
  - PROPOSED ADDITIONS TO WATER SERVICE AREA
  - DELETIONS FROM WATER SERVICE AREA

- ADJACENT UTILITIES LEGEND:**
- CITY OF ALTAMONTE SPRINGS
  - CITY OF LONGWOOD
  - CITY OF LAKE MARY
  - ORANGE COUNTY
  - SEMINOLE COUNTY
  - SEMINOLE COUNTY - APPLE VALLEY
  - SEMINOLE COUNTY - MEREDITH MANOR
  - SEMINOLE COUNTY - LAKE BRANTLEY
  - SEMINOLE COUNTY - LAKE HARRIET
  - UTILITIES INC. - BEAR LAKE MANOR
  - UTILITIES INC. - WEATHERFIELD
  - UTILITIES INC. - LITTLE WEKIVA



PAGE 08

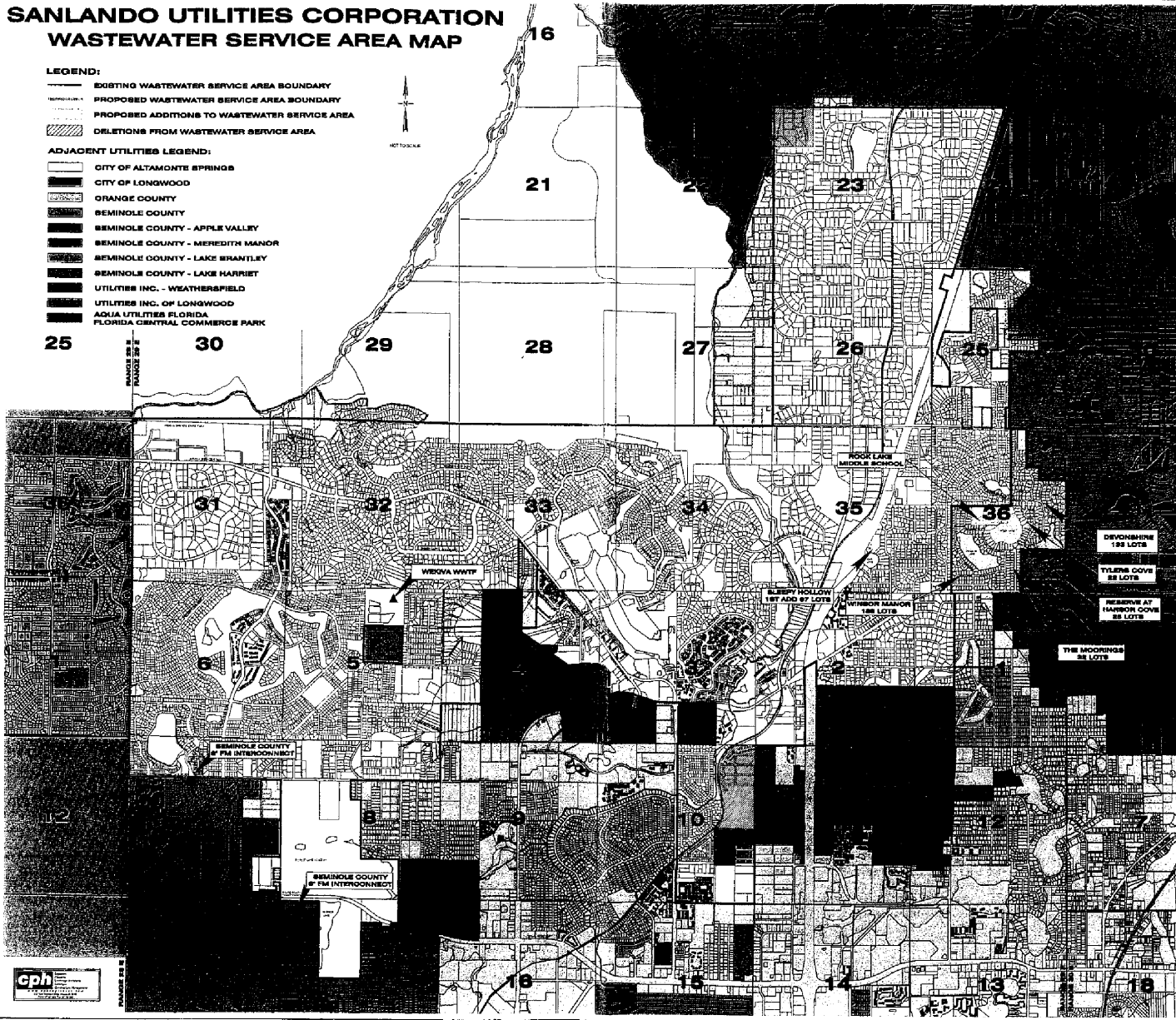
# SANLANDO UTILITIES CORPORATION WASTEWATER SERVICE AREA MAP

**LEGEND:**

- EXISTING WASTEWATER SERVICE AREA BOUNDARY
- - - PROPOSED WASTEWATER SERVICE AREA BOUNDARY
- ▨ PROPOSED ADDITIONS TO WASTEWATER SERVICE AREA
- ▩ DELETIONS FROM WASTEWATER SERVICE AREA

**ADJACENT UTILITIES LEGEND:**

- CITY OF ALTAMONTE SPRINGS
- ▨ CITY OF LONGWOOD
- ▩ ORANGE COUNTY
- ▨ SEMINOLE COUNTY
- ▩ SEMINOLE COUNTY - APPLE VALLEY
- ▨ SEMINOLE COUNTY - MEREDITH MANOR
- ▩ SEMINOLE COUNTY - LAKE BRANTLEY
- ▨ SEMINOLE COUNTY - LAKE HARRIET
- ▩ UTILITIES INC. - WEATHERSFIELD
- ▨ UTILITIES INC. OF LONGWOOD
- ▩ AQUA UTILITIES FLORIDA
- ▨ FLORIDA CENTRAL COMMERCE PARK





LAW OFFICES

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(850) 877-6555

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STEVEN T. MINDLIN, P.A.  
JOSEPH P. PATTON  
DAREN L. SHIFFY, LL.M. TAX  
WILLIAM E. SUNDSTROM, P.A.  
DWAYNE D. TREMPER, P.A.  
JOHN L. WHARTON

November 20, 2001

VIA TELECOPY

ROBERT M. C. ROSE  
OF COUNSEL

Richard S. Taylor, Jr., Esq.  
City Attorney  
City of Longwood  
175 West Warren Avenue  
Longwood, Florida 32750-4197

Re: **Sanlando Utilities Corp**  
**Our File No. 30057.38**

Dear Mr. Taylor:

Thanks for your fax concerning Sanlando. I have passed it along to our client.

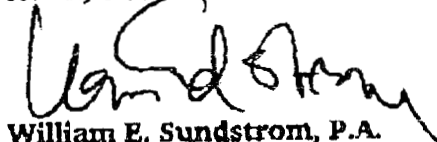
The key to this transaction, if there is one, will be the number of additional customers that Sanlando could achieve, under a wholesale arrangement with the City. Thus, I would ask that you request from Mr. Kornbluh additional information relative to this issue.

Relative to the unsigned draft "Whole Sewer Service Agreement" that you provided to me, Sanlando does, of course, hereby revoke its prior execution thereof.

We look forward to hearing back from you in this regard.

Sincerely,

ROSE, SUNDSTROM & BENTLEY, LLP



William E. Sundstrom, P.A.  
For the Firm

WES:jmt

cc: Susan Fortino (with attachments, via telecopy)  
Bill Moore (with attachments, via telecopy)







State of Florida

Department of Environmental Protection

ISSUED: 2/18/2005

LICENSE NO: 0002181

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

THOMAS E. KEYS

JEB BUSH

COLLEEN M. CASTILLE

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY

State of Florida

Department of Environmental Protection

ISSUED: 4/11/2005

LICENSE NO: 3090

THE CLASS A WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

THOMAS E. KEYS

JEB BUSH

COLLEEN M. CASTILLE

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**State of Florida**  
Department of Environmental Protection

**GOVERNOR** JEB BUSH

**ISSUED:** 5/2/2005


**VALID UNTIL:** 4/30/2007

**LICENSE NO:** 2740

THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

**DOUGLAS L. GOODWIN**

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FILE

**State of Florida**  
Department of Environmental Protection

**GOVERNOR** JEB BUSH

**ISSUED:** 4/28/2005

**VALID UNTIL:** 4/30/2007

**LICENSE NO:** 3934

THE CLASS C WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

**DOUGLAS L. GOODWIN**

**COLLEEN M. CASTILLE**  
SECRETARY

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000 160 PCF

State of Florida  
Department of Environmental Protection

ISSUED: 10/25/2004

LICENSE NO.: 0012274

THE CLASS A WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

COREY FREDERICK SUDOL

JEB BUSH

COLLEEN M. CASTILL

GOVERNOR

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State of Florida  
Department of Environmental Protection

ISSUED: 3/29/2005

LICENSE NO: 0008241

THE CLASS C WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

RAYMOND H. HOGUE

JEB BUSH

COLLEEN M. CASTILLE

GOVERNOR

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SECRETARY

000 161 PCF

State of Florida

Department of Environmental Protection

ISSUED: 7/28/2004

LICENSE NO.: 0013792

THE CLASS C WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

ROY J. MERICLE

JEB BUSH

GOVERNOR

COLLEEN M. CASTILLE

SECRETARY

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State of Florida

Department of Environmental Protection

ISSUED: 10/6/2004

LICENSE NO.: 0013808

THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

ROY J. MERICLE

JEB BUSH

GOVERNOR

COLLEEN M. CASTILLE

SECRETARY

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**State of Florida**  
**Department of Environmental Protection**

ISSUED: 4/25/2005 LICENSE NO: 8518

THE CLASS C WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

**ALEXANDER LORENZO**

JEB BUSH COLLEEN M. CASTILLE  
GOVERNOR SECRETARY

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**State of Florida**  
**Department of Environmental Protection**

ISSUED: 5/12/2004 LICENSE NO.: 0013756

THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

**ALEXANDER LORENZO**

JEB BUSH COLLEEN M. CASTILLE  
GOVERNOR SECRETARY

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**State of Florida**  
**Department of Environmental Protection**

**ISSUED: 2/25/2005**

**LICENSE NO: 0009083**

THE CLASS A WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

**VALID UNTIL: 4/30/2007**

**KATHY ANN SILLITOE**

JEB BUSH

COLLEEN M. CASTILLE

GOVERNOR

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SECRETARY

**State of Florida**  
**Department of Environmental Protection**

**ISSUED: 2/25/2005**

**LICENSE NO: 0013094**

THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

**VALID UNTIL: 4/30/2007**

**KATHY ANN SILLITOE**

JEB BUSH

COLLEEN M. CASTILLE

GOVERNOR

**DISPLAY IS REQUIRED BY LAW**

SECRETARY

State of Florida  
Department of Environmental Protection

ISSUED: 10/7/2005

LICENSE NO.: 0007873

THE CLASS B WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

JAMES A SWEGHEIMER

JEB BUSH

COLLEEN M. CASTLE

GOVERNOR

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SECRETARY

State of Florida

Department of Environmental Protection

ISSUED: 10/7/2005

LICENSE NO.: 0007183

THE CLASS C DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

JAMES A SWEGHEIMER

JEB BUSH

COLLEEN M. CASTLE

GOVERNOR

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SECRETARY

**State of Florida**  
**Department of Environmental Protection**

**ISSUED:** 10/16/2005 **LICENSE NO.:** 0014187

THE CLASS C WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

**VALID UNTIL:** 4/30/2007

**ELISA MATARLO STEGER**

**JEB BUSH**

**COLLEEN M. CASTILLE**

**GOVERNOR**

**DISPLAY IS REQUIRED BY LAW**

**SECRETARY**



State of Florida

Department of Environmental Protection

ISSUED: 2/15/2005

LICENSE NO: 0004534

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

SCOTTY L HAWS

JEB BUSH

COLLEEN M. CASTILLE

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY

State of Florida

Department of Environmental Protection

ISSUED: 2/15/2005

LICENSE NO: 0005312

THE CLASS A WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS  
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2007

SCOTTY L HAWS

JEB BUSH

COLLEEN M. CASTILLE

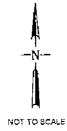
GOVERNOR

DISPLAY IS REQUIRED BY LAW
















SECRETARY

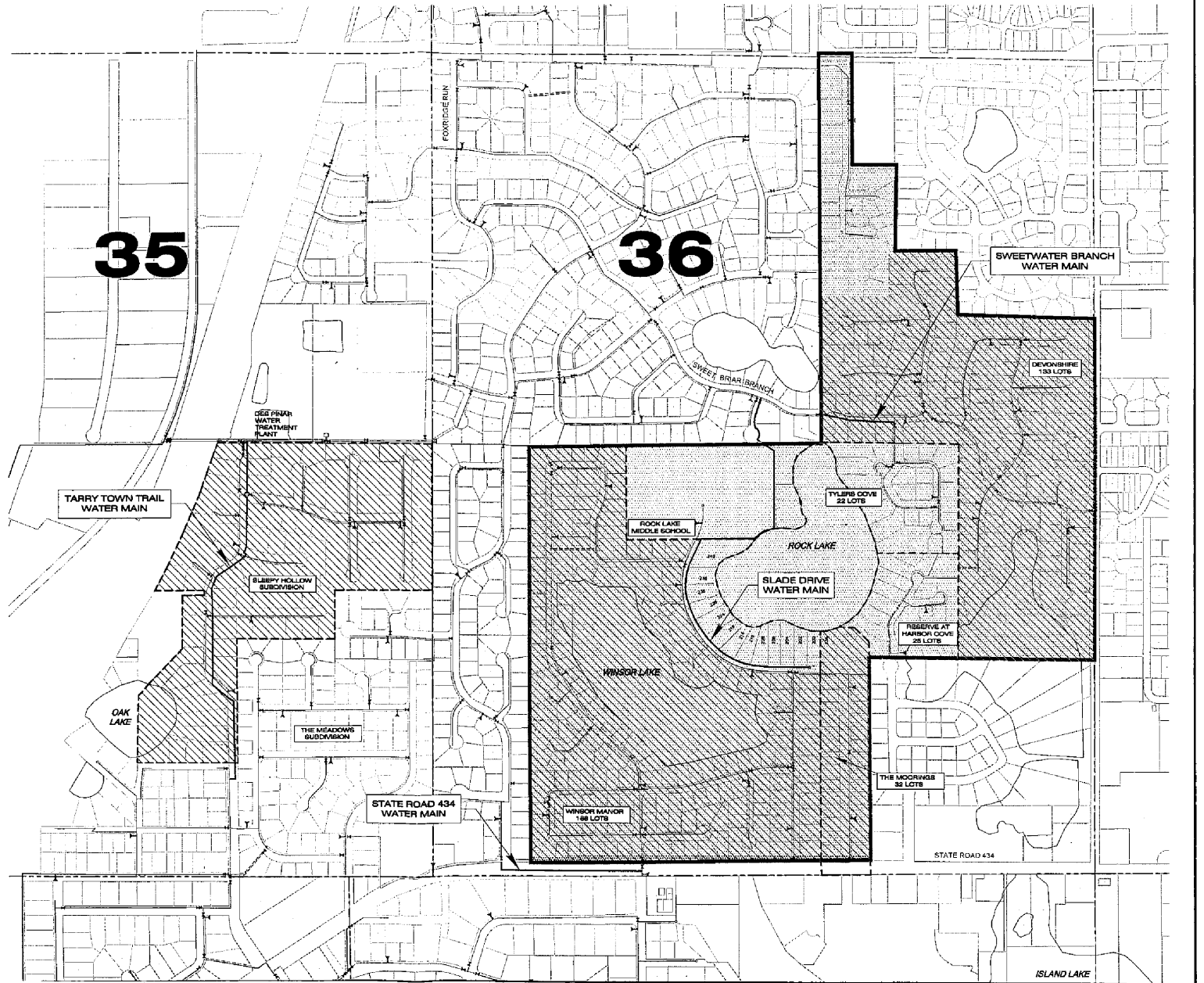


# SANLANDO UTILITIES CORPORATION WATER SERVICE AREA MAP



## LEGEND:

-  PROPOSED WATER SERVICE AREA BOUNDARY
-  PROPOSED ADDITIONS TO WATER SERVICE AREA
-  LONGWOOD ACQUISITION AREA
-  SUBDIVISION LIMITS
-  2" WATER MAIN
-  2.5" WATER MAIN
-  3" WATER MAIN
-  4" WATER MAIN
-  6" WATER MAIN
-  8" WATER MAIN
-  10" WATER MAIN
-  12" WATER MAIN
-  14" WATER MAIN
-  16" WATER MAIN
-  18" WATER MAIN



000 169 PCF






DATE: 11/20/2008

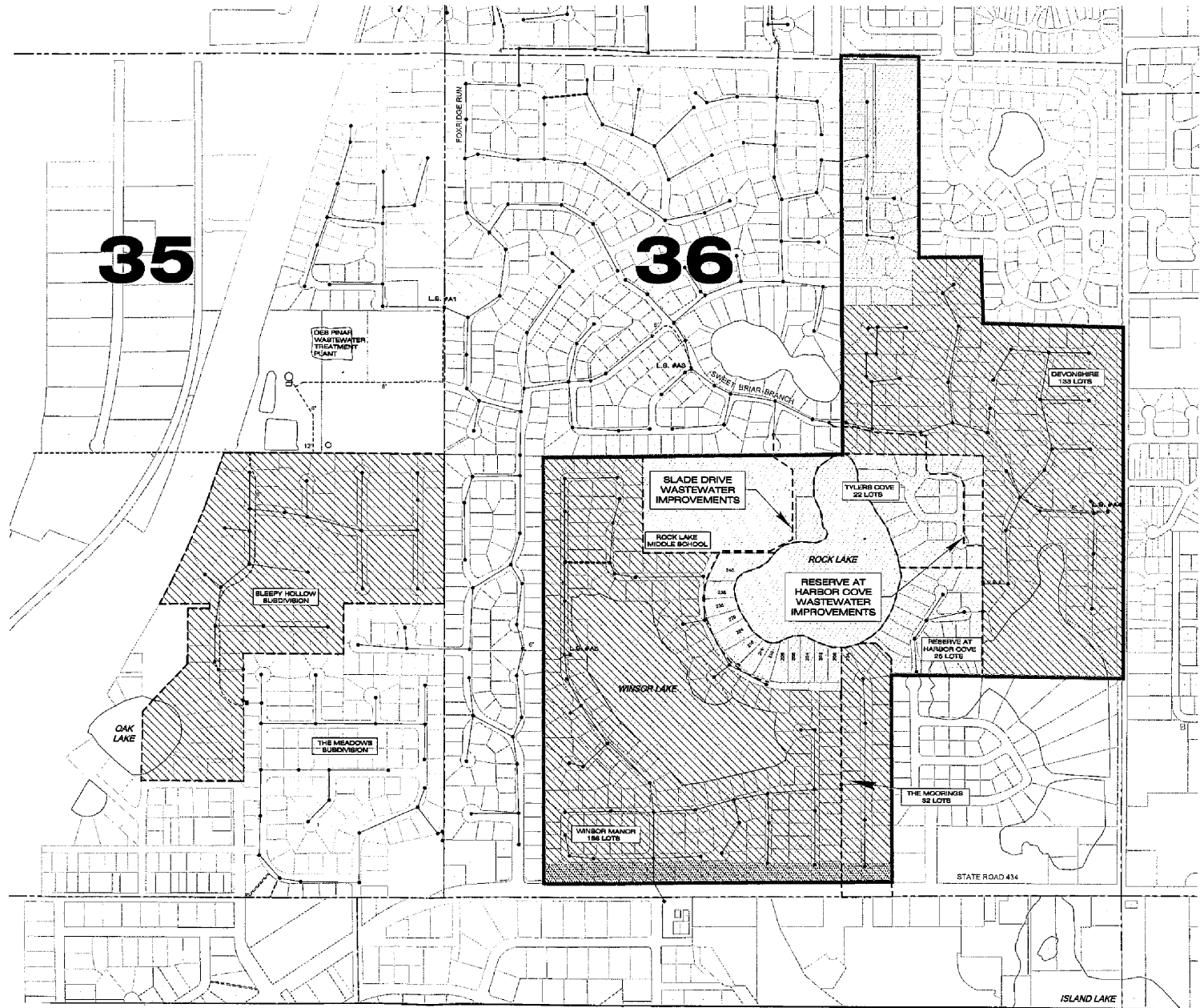


**SANLANDO UTILITIES CORPORATION  
WASTEWATER SERVICE  
AREA MAP**



**LEGEND:**

-  PROPOSED WASTEWATER SERVICE AREA BOUNDARY
-  PROPOSED ADDITIONS TO WASTEWATER SERVICE AREA
-  LONGWOOD ACQUISITION AREA
-  SUBDIVISION LIMITS
-  FORCE MAIN



000 170 PCF

ISLAND LAKE



Rate Comparison  
Sanlando Utility Corporation v. City of Longwood

Base Facility Charge Wastewater	Sanlando Utilities Corporation	City of Longwood	
<u>Residential:</u> <u>Meter Size:</u> All sizes	Effective May 10, 2005  \$11.12	Effective June 25, 2005  \$3.30	
<u>Gallonage:</u>	<u>Per 1,000 gallons</u> \$1.48 (maximum 10,000 gallons or \$14.80)	0-15,000 gallons 15,001-30,000 Over 30,000	<u>Per 1,000 gallons</u> \$1.80 \$2.10 No Charge
Base Facility Charge Water			
<u>Residential:</u> <u>Meter Size:</u> 5/8" x 3/4" 3/4" 1" 1 1/2" 2" 3"	Effective January 3, 2005*  \$4.15 \$6.21 \$10.34 \$20.71 \$33.12 \$66.24	Effective June 25, 2005 All Meter Sizes \$4.50	
<u>Gallonage:</u>	<u>Per 1,000 gallons</u> \$0.425  * Bulk, Multi-Residential and Fire Flow also available	0-10,000 gallons 10,001-20,000 20,001-30,000 30,001-40,000 Over 40,000	<u>Per 1,000 gallons</u> \$1.00 \$1.15 \$1.30 \$1.45 \$1.60