

980307-115

ORIGINAL

Kenneth C. Sommerfield  
Zellwood Station  
3349 Evergreen Road  
Zellwood, FL 32798-9728

March 19, 1998

Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0870

Dear sirs,

I have been served with a Notice of Application For An Original Certificate For An Existing System Requesting Initial Rates and Charges, by Zellwood Station Co-op, Inc, Irving L. Perkins, President.


A copy of said Notice is enclosed along with copies of Attachments A and A-1 referred to in the Notice.

As allowed in the Notice, I am submitting this letter as an objection to the Application. I base my objection on an existing Developer Agreement, a copy of which is also enclosed and dated August 17, 1979. The Developer Agreement clearly describes all rates and charges, but already, those rates have been ignored by Zellwood Station Co-op, Inc. In that I and my fellow residents are now, and have been, paying a higher rate than specified in the Developer Agreement. I might add that this higher rate is being paid under protest.

Thus, the authority of the Developer Agreement has been subverted by Zellwood Station Co-op, Inc., and I hope to call attention to further acts of this kind by objecting to the aforesaid Notice.

Your prompt attention to this matter will be greatly appreciated by myself and all law-abiding residents of Zellwood Station.

Sincerely,

  
Kenneth C. Sommerfield

encl.: Zellwood Station Co-op letter and attachments  
Developer Agreement

copy to: Zellwood Station Co-op, Inc.

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FPSC-RECORDS/REPORTING



# ZELLWOOD STATION CO-OP, INC.

2126 SPILLMAN DRIVE  
ZELLWOOD, FLORIDA 32798-9799  
407-886-0000



## NOTICE OF APPLICATION FOR AN ORIGINAL CERTIFICATE FOR AN EXISTING SYSTEM REQUESTING INITIAL RATES AND CHARGES

March 4, 1998

Kenneth Sommerfield  
3349 Evergreen Road  
Zellwood FL 32798

**Subject:** Notice of application for an original certificate  
for an existing system requesting initial rates and  
charges

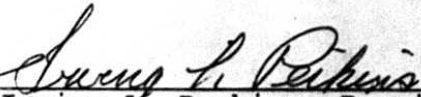
Dear Resident:

Pursuant to Section 367.071, Florida Statutes, you are hereby given notice of the application to the Florida Public Service Commission for an original certificate for an existing system requesting initial rates and charges. The service areas are the water and wastewater facilities described in Attachment A and A-1 to this notice.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, and a copy of the objection must be sent to Zellwood Station Co-op, Inc., 2126 Spillman Drive, Zellwood, Florida 32798.

Very truly yours,

ZELLWOOD STATION CO-OP, INC.

By   
Irving K. Perkins, President

## ATTACHMENT A

### PARCEL 1:

*Begin at a point on the West line of Section 25, Township 20, South, Range 27 East, Orange County, Florida, said point being 30.00 feet South of the Northwest corner of said Section 25; thence run North 85°44'53" East, along the South line of the North 30.00 feet of the West half of said Section 25, 2645.959 feet to a point on the North-South quarter section line, said point being 30.00 feet South of the North quarter corner of said Section 25, thence run North 87°35'27" East, along the South line of the North 30.00 feet of the East half of said Section 25; 1349.217 feet to a point on the East line of the West three quarters of said Section 25; thence run South 02°46'51" East, along the East line of the West three-quarters of said Section 25, 5283.769 feet to a point 30.00 feet North of the South line of said Section 25; thence run South 86°50'37" West, along the North line of the South 30.00 feet of said Section 25, 1322.303 feet to a point on the North-South Quarter section line of said Section 25, said point being 30.00 feet North of the South quarter corner of said Section 25; thence run South 86°50'37" West along the north line of the South 30.00 feet of said Section 25, 2229.402 feet to a point 430.00 feet East of the West line of said Section 25; thence run North 02°58'42" West, parallel to the West line of said Section 25, 95.00 feet; thence run South 86°50'37" West, parallel to the South line of said Section 25, 430.00 feet to a point on the West line of said Section 25; thence run South 02°58'42" East, along the West line of said Section 25, 95.00 feet to a point 30.00 feet North of the Southwest corner of said Section 25; thence run South 87°09'16" West, along the north line of the South 30.00 feet of Section 26, Township 20 South, Range 27 East, 2629.027 feet to a point on the North-South quarter Section line of said Section 26, said point being 30.00 feet north of the South Quarter corner of Said Section 26; thence run South 86°45'34" West, along the North line of the South 30.00 feet of said Section 26, 16.523 feet to a point of intersection with the northerly right of way of State Road 441, said point being on a curve concave southwesterly and having a radius of 5859.65 feet and tangent bearing at said point of North 42°14'25" West, thence run northwesterly, along said curve and northerly right of way, 588.174 feet through a central angle of 05°45'04" to the point of tangency of said curve; thence run North 47°59'29" West, continuing along said northerly right of way, 850.808 feet to a point of intersection with the East line of the West 330.00 feet of the East half of the southwest quarter of said section 26, thence run North 03°22'34" West along said East line of the West 330.00 feet, 371.027 feet to a point 93.00 feet North of the North line of the southeast quarter of the southwest quarter of said Section 26; thence run North 87°07'09" East, parallel to the North line of said southeast quarter of the southwest quarter 1003.524 feet to a point of intersection with the North-South quarter section line of said Section 26, thence run North 03°27'28" West, along the North-South Quarter section line of said Section 26, 3300.103 feet to a point 699.00 feet South of the North quarter corner of said Section 26, thence run North 89°49'16" East, parallel to the North line of the East half of said Section 26, 788.00 feet, thence run North 03°27'28" West parallel to the North-South quarter section line of said Section 26, 669.00 feet to a point 30.00 feet South of the North line of the East half of said Section 26, thence run North 89°49'16" East, along the South line of the North 30.00 feet of the East half of said Section 26, 1894.646 feet to the Point of Beginning.*

## ATTACHMENT A -1

### PARCEL 2

A parcel of land lying in the northwest quarter of the northeast quarter of Section 35, Township 20 South, Range 27 East, Orange County, Florida, said parcel being more particularly described as follows: From the northwest corner of the northwest quarter of the northeast quarter of Section 35, Township 20 South, Range 27 East, thence run North  $87^{\circ}09'16''$  East, along the North line of the northeast quarter of said Section 35, 7.536 feet to a point on the northerly right of way line of State Road No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet; and a tangent bearing at said point of South  $41^{\circ}51'47''$  East, thence run Southeasterly, along said curve and Northerly right of way line, 38.510 feet through a central angle of  $00^{\circ}22'36''$  to a point, said point being on the Southerly right of way line of Yother Road and having a tangent bearing of South  $41^{\circ}29'12''$  East, said point also being the Point of Beginning, thence run North  $87^{\circ}09'16''$  East, along said southerly right of way line of Yother Road, 160.332 feet to an intersection with the Northerly right of way line of Merrimac Drive, thence run South  $49^{\circ}51'14''$  West, along said northerly right of way line of Merrimac Drive, 126.076 feet to a point, said point being on the northerly right of way line of said State Road No. 441 and on a curve with a tangent bearing at said point of North  $40^{\circ}30'54''$  West, thence run northwesterly, along said curve and northerly right of way line of said State Road No. 441, 99.373 feet through a central angle of  $00^{\circ}58'18''$  to the Point of Beginning.

### PARCEL 3:

From the Northwest Corner of the Northeast  $1/4$  of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run North  $87^{\circ}09'16''$  East along the north line of said Northeast  $1/4$  of Section 35 a distance of 760.52 feet for the Point of Beginning; thence continue North  $87^{\circ}09'16''$  East along said North line 348.97 feet to a point on a curve concave Southeasterly and having a radius of 585.60 feet; said point also being on the Northwesterly right of way line of Yothers Road, as recorded in O.R. Book 2658, Page 1318, of the Public Records of Orange County, Florida, thence from a tangent bearing of South  $55^{\circ}53'46''$  West, run Southwesterly along the arc of said curve and said northwesterly right of way line 43.28 feet through a central angle of  $04^{\circ}14'05''$  to a point of compound curvature of a curve concave southeasterly and having a radius of 526.37 feet; thence run Southerly along the arc of said curve 115.87 feet through a central angle of  $12^{\circ}36'45''$ ; thence leaving said Northwesterly right of way line run North  $50^{\circ}57'04''$  West 37.04 feet to a point on a curve concave northerly and having a radius of 243.00 feet; thence from a tangent bearing of South  $82^{\circ}04'38''$  West run Westerly along the arc of said curve 220.63 feet through a central angle of  $52^{\circ}01'15''$  to a Point of Beginning.

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AUG 17 12 30 PM '79 CO., FL

P.I. 3040 PG 52

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DEVELOPER AGREEMENT

THIS AGREEMENT dated this 31 day of JULY, 1978, between CAYMAN DEVELOPMENT CORPORATION (which Corporation shall hereinafter be referred to as the "Developer") and OAK GROVE VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation; CITRUS RIDGE VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation; and BANBURY VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation, provides that in return for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged by the Developer, the parties agree as follows:

1. Ownership. The Developer hereby warrants and guarantees that it is the owner in fee simple of the water and sewer facilities which are presently serving that plan unit development in Orange County, Florida, known as Zellwood Station, which development is specifically described in Exhibit A to this Agreement.

2. Condominium Associations. Portions of the Zellwood Station Development are simultaneously herewith being submitted to the condominium form of ownership, each of which condominiums shall be operated by the respective association of a similar name entering into this Agreement.

3. Charges for Service. Each condominium shall be separately metered for water and sewer service. Each association which operates a condominium will pay the water and sewer charges as per the meter and assess the costs thereof amongst all the unit owners in the condominium. Irrespective of the rates approved by the Public Service Commission, the Developer will limit its charges for water and sewer service to the condominiums to the following amounts for the following periods:

(a) Prior to the completion of development of 1,000 lots, the monthly charge to each condominium will not exceed a sum equal to \$10.00 times the number of units contained in the condominium;

Prepared by: PAUL F. BRYAN  
P O Box 880  
Winter Park, FL 32791

Chicago Hotel

(b) Thereafter, and until the completion of development of 500 additional lots, the monthly charge to each condominium will not exceed a sum equal to \$15.00 times the number of units contained in the condominium;

(c) Thereafter, and until 7 years after the closing of title to the first unit, the monthly charges to each condominium will not exceed a sum equal to \$17.50 times the number of units contained in the condominium. For purposes of this Agreement, the term "completion of development" shall be construed to mean availability of service, including the installation of water and sewer lines to the property line of each respective lot.

4. Successors and Assigns. All covenants, warranties and representations set forth in this Agreement shall be binding on and inure to the successors and assigns of the parties executing the same.

5. Agreement to Run With the Land. The representations and agreements contained herein shall run with the land described in Exhibit A to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Four sets of handwritten signatures, each consisting of a name and a date, appearing to be the same individuals.

CAYMAN DEVELOPMENT CORPORATION

By Harvey A. Ghielka  
Harvey A. Ghielka, President

OAK GROVE VILLAGE ASSOCIATION, INC.

By Sandy W. [Signature]  
Vice President

CITRUS RIDGE VILLAGE ASSOCIATION, INC.

By Sandy W. [Signature]  
Vice President

BANBURY VILLAGE ASSOCIATION, INC.

By Sandy W. [Signature]  
Vice President