

ORIGINAL

3434 Wax Myrtle Circle
Zellwood, FL 32798

March 23, 1998

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
9A MAR 26 AM 8:58
MAIL ROOM

RE: 103% INCREASE IN
WATER/SEWER RATES

980307 -

Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

Gentlemen:

We heartily object to any proposed increase in the fees we are currently paying for water and sewer service.

Our objection to the increase is that there is little or no information made available to us regarding the details for the requested certification or reasons therefor.

We feel that we should get complete understandable details including a map of the service areas involved, as well as the name or names of those to whom such certificate would be issued, and the information as to who would be responsible for setting the initial rate or rates, how they are figured, who would be responsible for administering the system and also who would be given the authority to establish rates and charges in the future. Also, why should our rates be increased from the current \$17.50 per month we are paying to \$35.53, for a difference of \$18.03 or 103% increase.

Until such time as all the information requested is made available to us so that we can make an informed decision as to any proposed changes, we object to any change to the existing system.

Please also refer to copy of the Developer Agreement from our condominium documents which assures the condominium landowners that the \$17.50 rate "shall be binding on and inure to the successors and assigns of the parties executing the same." This same Agreement indicates that "the representations and agreements contained" therein shall run with the land described in the Agreement. No doubt you have been informed that the Zellwood Station Co-op has been adjudged to be the "Developer" of Zellwood Station as successor to the former owners.

ACK
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Thank you for your consideration. We shall await your response to this letter of objection and the answers to our questions.

Very truly yours,
Cornelius Rackley

Enc. Developer Agreement dated 31 July 1979

Correspondence
DOCUMENT NUMBER-DATE

03602 MAR 26 88

FPSC-RECORDS/REPORTING

14222
AUG 17 12 30 PM '79

ORANGE CO., FL

P.O. 3040 PC 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 Village

only 973
have been
developed
to date.

(b) Thereafter, and until the completion of develop-
ment of 500 additional lots, ^(1500 lots) the monthly charge to each condo-
minium 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 condo-
minium 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 con-
strued to mean availability of service, including the installa-
tion 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:

CAYMAN DEVELOPMENT CORPORATION

By Harvey A. Dzielke
Harvey A. Dzielke, 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

(Handwritten signatures and initials, including "Loretta B. [Signature]" and "Jayce J. [Signature]" repeated four times)