

ORIGINAL

980307

To  
DIVISION of Records and Reporting  
Florida Public Service Commission

I Alfred Valpa, 2212 Evergreen Circle,  
Zellwood, Florida 32798. As a resident and  
owner of my condominium in Zellwood Station. I  
object to any change being made to my original  
contract with the developer (Cayman Development  
Corporation) pursuant to water and sewer  
service.

The Co-op who took over as the developer  
wants to saddle me another condo owners with  
a 100% raise in water rates and I object

Sincerely  
Alfred E Valpa

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 1 (4/16)
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC 1
- WAS 1 (4/16)
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

03701 MAR 30 88

FPSC-RECORDS/REPORTING

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ORANGE  
CO., FL

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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;

Charges Keller

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

*Thus far only  
993 lots  
have been  
developed.*

(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:

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 "Lance F. [Signature]" and "Jayce J. [Signature]" repeated multiple times)*

ORIGINAL



**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**

980307

March 4, 1998

Lyle Miller  
3417 North Citrus Circle  
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.

ACK  
AFA  
APP  
Very truly yours,

ZELLWOOD STATION CO-OP, INC.

- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- BY Irving L. Perkins
- EAG Irving L. Perkins, President
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

*correspondence  
see attached letter*  
DOCUMENT NUMBER-DATE  
**03702 MAR 30 88**  
FPSC-RECORDS/REPORTING