

3417 N. Citrus Circle
Zellwood, FL 32798

March 23, 1997

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

RE: ZELLWOOD STATION
CO-OP WATER/SEWER
UTILITY AND PROPOSED
103% INCREASE IN FEES

Gentlemen:

We are in receipt of letter dated March 4, 1998 from Zellwood Station Co-op, Inc. (copy enclosed) wherein we are informed of an application for an original certificate for an existing system requesting initial rates and charges.

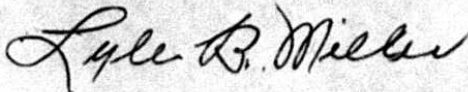
Our objection to this application is that the enclosed data shows us nothing regarding details for this certification.

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 information as to who would be responsible for administering the system and also who would be given the authority to establish rates and charges in the future. It is also important for us to know the reason for this request to change a system that has been in place for 20 years. Also, please send information as to how rates and charges are set, and by whose authority.

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.

We look forward to hearing from you regarding this matter.

Very truly yours,



Enclosures:
Copy of letter dated March 4, 1998
with Attachments A and A-1 re
water and waste water facilities

14222
AUG 17 12 30 PM '79

ORANGE
CO., FL

C.I. 3040 PC 52

1374

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

Orange Village

(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

Four sets of handwritten signatures, each consisting of a name (likely "James F. [Signature]") and a second name (likely "Jayce J. [Signature]"), with horizontal lines drawn through them.

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 $85^{\circ}44'53''$ 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 $87^{\circ}35'27''$ 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 $02^{\circ}46'51''$ 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 $86^{\circ}50'37''$ 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 $86^{\circ}50'37''$ 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 $02^{\circ}58'42''$ West, parallel to the West line of said Section 25, 95.00 feet; thence run South $86^{\circ}50'37''$ 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 $02^{\circ}58'42''$ 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 $87^{\circ}09'16''$ 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 $86^{\circ}45'34''$ 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 $42^{\circ}14'25''$ West, thence run northwesterly, along said curve and northerly right of way, 588.174 feet through a central angle of $05^{\circ}45'04''$ to the point of tangency of said curve; thence run North $47^{\circ}59'29''$ 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 $03^{\circ}22'34''$ 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 $87^{\circ}07'09''$ 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 $03^{\circ}27'28''$ 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 $89^{\circ}49'16''$ East, parallel to the North line of the East half of said Section 26, 788.00 feet, thence run North $03^{\circ}27'28''$ 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 $89^{\circ}49'16''$ 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 $48^{\circ}51'14''$ 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.