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March 20, 1998

Florida Public Service Commission
Division of Water and Wastewater

Robert A. Graff
3517 Blossom Circle
Zellwood, Florida 32798

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FLORIDA PUBLIC
SERVICE COMMISSION
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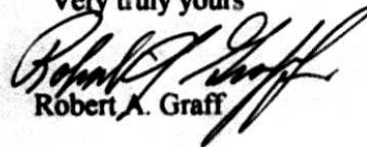
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Dear Commission member:

Being a resident and member of Citrus Ridge Village Condominium association (Lot Owner) for approximately 18 years, I would like to be put on record as having an objection to the application for an original certificate for an existing system requesting initial rates and charges submitted to your office by Zellwood Station Co-op, Inc., 2126 Spillman Drive, Zellwood Fl. 32798-9799. It would definitely violate the Developer Agreement enacted on July 31, 1979. (Copy enclosed).

According to the proposed rates quoted, it would increase our rates to over 100% Would you kindly consider restricting or rejecting the said application submitted to your office by Zellwood Station Co-op Inc.,

Very truly yours


Robert A. Graff

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG *(already provided)*
- LIN _____
- OPC _____
- RCH _____
- SEC 1
- WAS *(already provided)*
- OTH _____

DOCUMENT NUMBER-DATE

04371 APR 16 88

FPSC-RECORDS/REPORTING

14222... ORANGE
AUG 17 12 30 PM '79
CO., FL

P.L. 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 Grove 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

Handwritten signatures and initials, including "Lance H. Bay" and "Jayce J. Ditt", are present on the left side of the page, corresponding to the presence of witnesses mentioned in the text.