

ORIGINAL

LAW OFFICES OF  
**RICHARD S. TAYLOR, JR.**  
531 DOG TRACK ROAD  
POST OFFICE BOX 1117  
LONGWOOD, FLORIDA 32752-1117

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January 12, 2006

**VIA OVERNIGHT DELIVERY**

Ms. Blanca Bayo  
Commission Clerk and Administrative Services Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

RECEIVED FPSC  
06 JAN 13 AM 10:12  
COMMISSION  
CLERK

Re: Docket No. 040384-WS; Application of Sanlando Utilities Corporation for an  
Amendment of Water and Wastewater Certificates in Seminole County,  
Florida

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket is the original and fifteen (15)  
copies of the Direct Testimony of Richard Kornbluh with attachments.

Also enclosed please find the Response to Motion to Strike Testimony of City of  
Longwood for filing.

Should you have any questions regarding this filing, please do not hesitate to contact  
me.

Sincerely,



Richard S. Taylor, Jr.

- CMP \_\_\_\_\_
- COM 3
- CTR xy
- ECR ( )
- GCL 1 RST/ps
- OPC \_\_\_\_\_ Enclosures
- RCA \_\_\_\_\_ cc: Jennifer Brubaker, Esquire (with enclosures)
- SCR \_\_\_\_\_ Valerie Lord, Esquire (with enclosures)
- SGA \_\_\_\_\_
- SEC 1
- OTH \_\_\_\_\_

RECEPTION CENTER  
06 JAN 13 AM 10:04

DOCUMENT NUMBER-DATE  
00337 JAN 13 g  
FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**DOCKET NO.: 040384-WS**


**IN RE:** Application of  
**SANLANDO UTILITES**  
**CORPORATION** for amendment  
of water and wastewater certificates  
in Seminole County, Florida.

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**AMENDED NOTICE OF FILING**

**COMES NOW** the City of Longwood, and hereby gives notice of filing in the above-referenced docket the Amended Direct Testimony of Richard Kornbluh, on behalf of the City of Longwood.

Respectfully submitted on this 12<sup>th</sup> day of  
January, 2006, by:



Richard S. Taylor, Jr., Esquire  
Florida Bar No.: 221686  
531 Dog Track Road  
Post Office Box 1117  
Longwood, Florida 32752-1117  
Telephone: (407) 339-7888  
Attorney for City of Longwood

DOCUMENT NUMBER-DATE

00337 JAN 13 06

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**DOCKET NO. 40384-WS**

**CITY OF LONGWOOD'S**

**AMENDED TESTIMONY OF**

**RICHARD KORNBLUH**

**REGARDING THE APPLICATION FOR**

**AMENDMENT TO CERTIFICATES 247-W AND 189-S**

**IN SEMINOLE COUNTY, FLORIDA**

**AMENDED TESTIMONY OF RICHARD KORNBLUH**

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**Q. Please state your name and business address.**

A. My name is Richard Kornbluh and my business address is 180 East Warren Avenue, Longwood, Florida 32750

**Q. By whom are you employed and in what capacity?**

A. I am employed by the City of Longwood. Presently, I serve as the Utilities Division Manager.

**Q. Please summarize your background and experience in the industry of providing water and sewer service to the public.**

A. I have been employed by the City of Longwood since 1979. I began as an operator trainee, and received my Class "C" wastewater treatment plant and water treatment plant operators' certification in 1980. I have since received by Class "A" certifications in water treatment plant operations in 1985, and in wastewater in 1987. From 1988 to 1994 I held the position of Public Works Director, and I have held the position of Utility Division Manager since 1994. I also taught the preparatory course for both water plant operators and wastewater plant operators at the C and B levels at Seminole Community College from 1987 to 1994. These courses are required by the State prior to sitting for the certification exam.

**Q. What is the purpose of your testimony in this proceeding?**

A. To support the City of Longwood's objection to the Application for Amendment to Certificates 247-W and 189-S in Seminole County, Florida by Petitioner. A copy of the letter from John J. Drago, Administrator for the City of Longwood objecting to the Application for Amendment to Certificates 247-W and 189-S in Seminole County is attached hereto as Exhibit "A". I will also provide testimony concerning the City of Longwood's Contract with the developer to take over the

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providing of utility services upon the City of Longwood being prepared to do such undertaking. A copy of the Tri-Party Agreement is attached hereto as Exhibit "B". I will also provide testimony to the fact that the City of Longwood is ready, willing and able to assume the operation of sewer and water service within the City limits of the subject area. Further, I will provide testimony that the City of Longwood exercised its option by letter to take over the subject area. A copy of said letter dated October 24, 2001 is attached hereto as Exhibit "C".

**Q. Does this conclude your testimony?**

**A. Yes it does.**



# City of Longwood

175 WEST WARREN AVENUE  
PHONE (407) 260-3440

LONGWOOD, FLORIDA 32750-4197  
FAX (407) 260-3419

Ms. Blanca Bayo  
Director, Division of Commission Clerk and Administrative Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

May 6, 2004

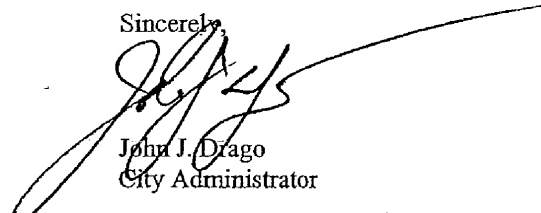
Dear Ms. Bayo:

This letter is to notify you of the City of Longwood's objection to the notice dated April 30, 2004 from Sanlando Utilities Corporation.

This notice is for an Amendment of Water Certificate No. 247-W and Wastewater Certificate No. 189-S to "correct inconsistencies and consolidate the legal descriptions of its certificated water and wastewater service areas".

The City of Longwood is only objecting to those portions that are within the City of Longwood. These areas are not described in the current certificates and should not be included in the Amendment to the Certificates prior to the City of Longwood exercising its rights to the areas involved.

Sincerely,



John J. Drago  
City Administrator

Cc: Martin S. Friedman, Esquire  
Richard Taylor, City Attorney

**EXHIBIT "A"**

Approved "4 12 5 72 The City  
Included Union - Green Karablah  
Department - 5

TRI-PARTY AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1972, by and between THE CITY OF LONGWOOD, FLORIDA, a municipal corporation chartered by the State of Florida (hereinafter referred to as the "City"), party of the first part; SANLANDO UTILITIES CORPORATION, a Florida corporation (hereinafter referred to as "Utilities"), party of the second part; and S. I. D. CORPORATION, INC., a Florida corporation (hereinafter referred to as "Developer"), party of the third part;

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property more particularly described in Exhibit "A" attached hereto, which shall hereinafter be referred to as the "Subject Property"; and

WHEREAS, the Developer intends to develop the Subject Property into approximately one hundred eighty-six (186) residential building lots upon which single-family houses are to be constructed; and

WHEREAS, Developer has entered into an agreement with Utilities wherein and whereby Utilities has agreed to furnish water and sewer service to the houses to be constructed on the Subject Property; and

WHEREAS, the Subject Property is located within the City of Longwood, Florida; and

WHEREAS, the City is planning to create a water and sewer facility which will eventually serve Subject Property and other areas in the vicinity thereof; and

WHEREAS, the City is only willing to allow Utilities to serve the Subject Property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the parties hereto hereby agree:

1. Utilities and Developer hereby agree that the City is and is hereby made a third party beneficiary of the Agreement between Developer and Utilities dated December 7, 1971, which is attached hereto as Exhibit "B", so far as the Agreement relates to the transfer of facilities and service to the City.

2. Utilities and Developer hereby agree that at the time the City is willing and able to furnish water and sewer service to all of the one hundred and eighty-six (186) houses erected or to be erected, on the Subject Property, the Utilities will cease providing such service to said houses and will convey to the City all water and sewer facilities of whatsoever nature or kind, lying within the Subject Property, including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals, connections and meters, and all necessary easements accomodating such facilities by bill of sale and warranty deed free and clear of all liens and encumbrances whatever. Said conveyance shall be made to the City without cost within ninety (90) days after the City, by written notice, advises the Utilities and Developer that the City is willing and able to furnish water and sewer services to the houses located within the boundaries of the Subject Property. At the time of such conveyance, Utilities shall cooperate with the City, and upon such transfer, this Agreement shall terminate.

3. The City hereby agrees that until such time as the City is able and willing to provide sewer and water service to all said houses in the Subject Property, Utilities shall have



the right to provide such service to such houses in accordance with the terms and conditions of the Certificates of Convenience and Necessity issued by Seminole County, Florida under which it is presently providing such service to houses in the vicinity of the Subject Property, as the same may be from time to time and this Agreement shall be and is hereby made a permit and license for Utilities to provide such service on such terms and conditions to the houses to be erected in the Subject Property; provided, however, Utilities shall be subject to such reasonable rules and regulations established by the City and also subject to such ad valorem taxes and utility tax as may be assessed on Utilities and/or the user of Utilities.

4. Notwithstanding any provision contained in the Agreement attached hereto as Exhibit "B", Utilities and Developer are hereby bound to fully perform the terms of this Tri-Party Agreement by conveyance and transfer of the facilities without cost to the City as provided herein. This Agreement shall be specifically enforceable in a court of competent jurisdiction and the prevailing party shall be allowed a reasonable attorney's fee and costs incurred as a result of litigation.

5. Notices required under the terms of this Agreement shall be delivered to the parties at the present respective addresses:

UTILITIES  
Post Office Box 576  
Casselberry, Florida 32707

DEVELOPER  
619 East Colonial Drive  
Orlando, Florida

CITY  
City Hall  
Longwood, Florida 32750

If notice to Utilities and Developer cannot be made to at the aforesaid addresses, then same shall be made to the last known address as contained in the records of the Secretary of the State of Florida. Any notice required or permitted hereunder shall be considered properly made if in writing and mailed by the United States Mail, postage prepaid, to the addresses set forth herein.

6. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the full agreement of the parties with respect to the subject matter herein and shall only be changed by writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals to be affixed hereto on the day and year first above written.

Signed, sealed and delivered THE CITY OF LONGWOOD, FLORIDA  
in the presence of:

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

SANLANDO UTILITIES CORPORATION

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

Secretary

S. I. D. CORPORATION, INC.

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

EXHIBIT "A"

WINSOR MANOR

PARCEL NO. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lake Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 650 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less. *county parcels*

PARCEL NO. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less. *LOTS 181-188*

PARCEL NO. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less. *Lot # 188*

PARCEL NO. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less. >

PARCEL NO. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

EXHIBIT "B"

A G R E E M E N T

THIS AGREEMENT dated this 7<sup>th</sup> day of December, 1971, by and between SANLANDO UTILITIES CORPORATION, a Florida corporation, hereinafter referred to as "Utilities," and S. I. D. CORPORATION, INC., a Florida corporation, hereinafter referred to as the "Developer."

P R E M I S E S

WHEREAS, Developer is the owner or contract purchaser of certain tracts of real property situate in Seminole County, Florida, described with particularity in Schedule "A" attached hereto and made a part hereof, which property shall be hereinafter referred to as the "Property;" and

WHEREAS, Developer intends to develop and improve the Property into a residential area containing one hundred eighty-six (186) building sites for single family residences; and

WHEREAS, in connection with such development it is necessary for the Developer to provide adequate water and sewer service for such single family residences; and

WHEREAS, Utilities is the owner and operator of a water distribution system, including a water plant, and a sewerage collection system, including a sewer plant, which is located on property in the vicinity of the Property (hereinafter referred to as "Utilities' Property"), serving real property in close proximity to the Property; and

WHEREAS, Developer has requested Utilities to make available Utilities' water and sewer systems to the Property; and

WHEREAS, Utilities has agreed to make its water and sewer systems available to the Property on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

RK-007

1. EXCLUSIVE SERVICE TO THE PROPERTY. Subject to the Developer performing the conditions of this Agreement to be performed by Developer, Utilities hereby agrees to make water and sewer service available to the one hundred eighty-six (186) single family residences hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement; and provided that Utilities performs the conditions of this Agreement to be performed hereunder by Utilities, Developer hereby agrees and covenants that for a period of thirty (30) years all improvements hereafter constructed on said Property shall be served exclusively by Utilities' water and sewer systems, and Developer further agrees that such grant and agreement shall be a covenant binding upon and running with title to the Property.

Notwithstanding the foregoing, Utilities freely agrees that in the event the City of Longwood, Florida shall extend its water and sewer service to the Property at any time during the term of the Agreement, Utilities shall turn over and convey all of its facilities located on the Property to said City and shall thereafter have no right or obligation to provide water and sewer service to the Property. Utilities agrees that such service shall be made available as needed by Developer through Utilities' presently existing and hereafter expanded plants and other facilities located on Utilities' Property, and through the extension of water and sewer lines from the Property to a point where Utilities' existing lines are located, which shall be constructed by Developer and through the on-site facilities to be constructed by Developer pursuant to Paragraph 5 hereof. Utilities further agrees that the sewer service to be provided hereunder shall meet the standards or requirements, as the case may be, of the Federal Housing Administration, the Veterans Administration, the Seminole County Board of Health and the Florida State Board of Health; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said requirements or standards to the extent such failure shall be occasioned by the inadequacy of the on-site facilities constructed by Developer in accordance with Paragraph 5 hereof, and further, acceptance of a conveyance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility.

2. CERTIFICATE OF CONVENIENCE AND NECESSITY OR FRANCHISE.

On or before twenty (20) days from the date hereof, Utilities hereby agrees to file, at its expense, such application as may be necessary with the City of Longwood, Florida, to permit Utilities to provide water and sewer service to the Property for the term of this Agreement. Upon the filing of the application, Utilities agrees to use due diligence to pursue whatever action is reasonably necessary or required to obtain such permission. In the event such permission is not granted within one hundred twenty (120) days after the filing of the request therefor, then in such event, either party hereto may cancel and terminate this Agreement at any time until such permission is granted, and in the event of such cancellation and termination, the parties hereto shall have no further obligation to each other hereunder, and all sums paid hereunder by Developer to Utilities shall be refunded.

3. RESPONSIBILITY FOR SERVICE, CONSTRUCTION AND CAPACITY.

The Developer hereby agrees to acquire the right of way for and to construct at its own cost and expense the line extension necessary to connect the one-site water and sewer systems to be installed in accordance with Paragraph 5 hereof to the facilities of Utilities at a point or points where Utilities' existing water and sewer lines are located, to be designated by Utilities. Such construction shall be in accordance with the Plans and Specifications approved by Utilities. The Developer shall convey ✓

the line extension and the right of way therefor to Utilities as a condition precedent to service to the Property. Such conveyance shall be by appropriate instrument, conveying the same free and clear of all liens and encumbrances. Subject to the provisions of Paragraph 4 hereof, Utilities shall and hereby agrees to provide capacity in its water and sewer plants to serve one hundred eighty-six (186) residences to be constructed on the Property. Utilities hereby agrees to provide water and sewer service to the Property within one hundred twenty (120) days from the date of the receipt of the approval described in Paragraph 2 hereof or at the time that the line extension and the on-site improvements on the Property are completed in accordance with this Agreement, whichever is later. Utilities' obligation under this Agreement, including but not limited to the obligation contained in this paragraph, shall be contingent on the Developer not defaulting on any of its obligations hereunder.

4. CONTRIBUTION IN AID OF CONSTRUCTION OF PLANT CAPACITY.

The Developer hereby agrees to contribute to Utilities for aid in constructing new plant facilities and lines the sum of FIFTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00); said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in lieu of any and all tap-in or connection fees for the one hundred eighty-six (186) single-family residences which are to be constructed on the Property and connected to and served by Utilities' System. Said FIFTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$55,800.00) shall be paid by the Developer upon the execution of the Agreement. Said sum shall not be refundable in the event that the Property is subsequently served by the utility systems of the City of Longwood.

5. ON-SITE INSTALLATION BY DEVELOPER. Developer agrees to commence development of the Property into residential building sites within one hundred twenty (120) days from the date of receipt of the approval described in Paragraph 2. As the Property

is developed into residential units, the Developer shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities, including generally all the water and sewer utility facilities or whatever nature or kind needed to connect the residential units to be constructed on the Property to the line extension to be constructed by the Developer in accordance with Paragraph 3 hereof, and including specifically, but not as a limitation, all lines, mains, manholes, lift stations, pumping stations, laterals and service connections to serve the residential units to be constructed on the Property. The Developer agrees that the construction and installation of such on-site facilities and line extension shall be subject to the following:

(A) The on-site facilities and line extension shall be constructed and installed by Developer only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of the State Board of Health, the Seminole County Board of Health and the City of Longwood, Florida, and the Developer shall obtain approval thereof from such agencies prior to commencement of construction.

(B) The Developer, upon approval of the plans and specifications by Utilities, as provided in Subparagraph (A) hereof, shall construct such on-site facilities and line extension strictly in accordance with such plans and specifications. It shall keep Utilities advised as to the progress of such construction and shall afford Utilities the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

6. INSPECTION. In addition to approving the plans and specifications for on-site work and line extension to be accomplished by Developer, Utilities may, at its option, inspect

**RK-011**



such work as it progresses to determine whether it is being accomplished in accordance with said plans and specifications. Such inspection shall be at the expense of Utilities; provided, however, that upon request Developer shall make available for inspection by Utilities any inspection or progress report prepared by Developer's engineer or any engineer retained by a lending institution in connection with a development or construction mortgage loan on the Property. Such reports shall be made available without cost to Utilities. In the event that Utilities shall elect pursuant to this Paragraph to make regular inspections at specific stages of the on-site work, or at the time of particular events, notice to such effect shall be given to Developer in writing specifying the stages or events for inspection. Subsequent to said written notice, Developer shall give Utilities a Notice to Inspect at appropriate times, upon receipt of which Utilities shall accomplish its inspection within twenty-four (24) hours unless notice be received on a Friday or Saturday, in which case inspection shall be accomplished the following Monday. Anything contained in this Paragraph or done pursuant hereto notwithstanding, Utilities, by inspecting or not inspecting, to any extent whatsoever, shall not assume responsibility for construction or installation of on-site improvements and shall in no way be considered to waive any rights available to it or defaults on the part of Developer, or to consent to any defects, omissions or failures in the on-site work to be accomplished by Developer.

✓ 7. CONVEYANCE OF ON-SITE FACILITIES. At the time the Developer desires to connect the on-site sewer facilities constructed by it to Utilities' sewer system with respect to any phase of the Property and as a condition precedent for the right to make such connection, the Developer shall convey to Utilities, at no cost to Utilities, all such on-site facilities

and line extension, including specifically, but not a limitation, sewer lines, mains and lift stations, laterals and connections, by bill of sale and warranty deed, free and clear of all liens and encumbrances whatsoever. The cost of all materials, construction and installation for on-site water and sewer facilities and line extension shall be paid in full by the Developer prior to the transfer of such facilities to Utilities, and at the time of such transfer to Utilities, Developer shall warrant that all such costs have been paid in full and furnish to Utilities such evidence thereof as it may reasonably require.

8. RATES. The rates to be charged by Utilities for water and sewer service to persons residing in the units hereafter built on the Property shall be those charges made by Utilities to its other customers and those charges from time to time agreed on by and between Utilities and the County of Seminole, or any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to such customers also shall be subject to such other regulations from time to time imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion of and control of Utilities.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Seminole County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonably and necessarily required for the purpose of serving the Property, or portions thereof, with the sewer service to be provided hereunder by Developer.

10. ✓ NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

Sanlando Utilities Corporation  
Post Office Box 576  
Casselberry, Florida

Developer:

S. I. D. Corporation, Inc.  
639 E. Colonial Drive  
Orlando, Florida

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

✓ 11. MISCELLANEOUS. Time is hereby made of the essence of this Agreement in all respects. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement. (This Agreement shall inure to the benefit of and be binding upon the heirs and assigns of the parties hereto and shall constitute a covenant running with the Property. This Agreement shall be governed by the Laws of the State of Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts, each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their corporate seals

to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

SANLANDO UTILITIES CORPORATION

Nels C. Hertz By: Lester N. Mandell  
President  
Virginia T. Jensen Attest: [Signature]  
Assistant Secretary

S. I. D. CORPORATION, INC.

Nels C. Hertz By: [Signature]  
President  
Virginia T. Jensen Attest: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LESTER N. MANDELL and JOHN F. LOWME, LESTER ZEMMERMAN, well known to me to be the President and Assistant Secretary respectively of SANLANDO UTILITIES CORPORATION, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of December, 1971.

Nels C. Hertz  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES OCT 5, 1974  
BONDED THROUGH FRED W. DIESSELHORST

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] and [Signature], well known to me to be the

President and Secretary respectively,  
of S.D. Corporation Inc. and that they severally acknow-  
ledged executing the same in the presence of two subscribing  
witnesses freely and voluntarily under authority duly vested in  
them by said corporation and that the seal affixed thereto is the  
true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 7<sup>th</sup> day of August, 1974.

Nela C. Hertz  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 5, 1974  
BONDED THROUGH FRED W. DIEBOLDSON

SCHEDULE "A"

PARCEL NO. 1: That part of the SW 1/4 of Section 36, Township 20 South, Range 29 East, lying Southerly and Westerly of Slade Drive and Rock Lake Road as recorded in Official Record Book 370, Page 616, of the Public Records of Seminole County, Florida, less the West 660 feet and the North 645 feet of the East 1/2 thereof, and less Beginning 75 feet South and 225 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence run West 125 feet, thence South 103.4 feet, thence East 150 feet, thence North 78.4 feet to the P.C. of a 25 foot radius curve, thence along said curve 39.25 feet to the point of beginning, and less Begin at a point 75 feet South and 350 feet West of the Northeast corner of the SE 1/4 of the SW 1/4 of said Section 36, thence South 150 feet, thence West 53.42 feet to the P.C. of a curve to the right having a central angle of 60° and a radius of 659.27 feet a distance of 86.3 feet, thence N 08°17' E 150 feet to the right of way of Slade Drive and said point being in a curve concave to the North-easterly having a radius of 509.27 feet and a central angle of 60°, a distance of 63.92 feet to the P.T. of said curve, thence East 53.42 feet to the point of beginning, and less right of way of State Road 434, and also subject to a 15 foot Florida Power Corporation easement. Containing 83.902 acres more or less.

PARCEL NO. 2: The East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, less the South 522 feet and less the North 178.40 feet thereof. Containing 2.549 acres more or less.

PARCEL NO. 3: The North 105.5 feet of the South 205.5 feet of the East 150 feet of the SE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East. Containing 0.361 acres more or less.

PARCEL NO. 4: That part of the NE 1/4 of the SW 1/4 lying Easterly of Slade Drive as recorded in Official Record Book 370, Page 616 of the Public Records of Seminole County, Florida, less the North 645 feet and less the South 775.90 feet thereof. Containing 0.439 acres more or less.

PARCEL NO. 5: Beginning 360 feet West and North 775.9 feet of the Southeast corner of the NE 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 29 East, thence run West 490 feet more or less to the Easterly right of way line of Slade Drive, thence Southwesterly along said Easterly right of way line of said Drive 125 feet, thence East 540 feet more or less to a point South of beginning, thence North 112.5 feet to beginning, to be known as lot 13 and used for egress and ingress for the owners of Slade's Plan of Rock Lake. Containing 1.353 acres more or less.

Executed for Identification:

SANLANDO UTILITIES CORPORATION

By: Gene D. Woodell Pres.

S. I. D. CORPORATION, INC.

By: Stephen J. O'Leary Pres.



# City of Longwood

175 WEST WARREN AVENUE  
PHONE (407) 260-3440

LONGWOOD, FLORIDA 32750-4197  
FAX (407) 260-3419

October 24, 2001

**VIA FAX & US MAIL**

Donald Rasmussen, Vice President  
Utilities, Inc. of Florida  
200 Weathersfield Avenue  
Altamonte Springs, Florida 32714

RE: Sanlando Utilities Corporation  
Tri-party Agreement and Agreement  
between Developer Utilities dated  
December 7, 1971

Dear Mr. Rasmussen:

This letter is in follow-up to City Administrator John Drago and my meeting with you on August 30, 2001. As you recall, we discussed the City of Longwood's intent to exercise its option to take over the water and sewer service in Sleepy Hollow, Windsor Manor, Devonshire and the Moorings subdivisions. This is pursuant to the above referenced Agreement which I furnished you copies of at the time of our meeting. We also discussed the possibility of your company continuing to treat the sewage for the City of Longwood on a wholesale basis. This would benefit both your company and the City of Longwood. You had indicated that you would have to discuss this proposal with other persons in your company and that you would get back with us. To date I have not heard from you. I telephoned you last week and left a message for you, however, I have not received a return telephone call.

Please contact me at your earliest convenience to advise as to your company's position concerning our proposal. Obviously the City of Longwood need to consummate plans to hook the sewer to our existing system if your company is not interested in treating the sewage of our customers on a wholesale basis.

I look forward to your response and cooperation.

Sincerely,

Richard S. Taylor, Jr.  
City Attorney

cc: John Drago, City Administrator  
Geri Zambri, City Clerk