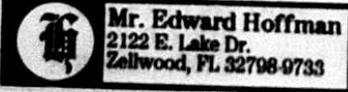


EDWARD T. HOFFMAN



ORIGINAL

RECEIVED

MAR 23 1998

Florida Public Service Commission  
Division of Water and Wastewater

980307-WS

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870

Dear Sir:

On 3/4/98 I received a notice from the Zellwood Station Co-Op Inc. that they are requesting an original certificate for an existing system, requesting initial rates and charges.

I have been a resident of Zellwood Station since 6/1/77 and according to our developer agreement of July 31, 1979 our rates were designated as per the attached developer agreement.

I am therefore forwarding an objection to the Co-Op's request for a change which will nullify the original agreement.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG (already provided)
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC   1
- WAS (already provided)
- OTH   3   enclosures

Edward T. Hoffman

DOCUMENT NUMBER-DATE

04370 APR 16 98

FPSC-RECORDS/REPORTING

14222L... SWANCK  
Aug 17 12 30 PM '79

C.S. 3040 FC 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;

*Chicago Village*

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

(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 "Lance T. Bay") and a second name (likely "Jayce J. Ditt"), with horizontal lines drawn through them.



# 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

March 4, 1998

Edward Hoffman  
2122 East Lake Drive  
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.

Very truly yours,

ZELLWOOD STATION CO-OP, INC.

By Irving L. Perkins  
Irving L. Perkins, President