

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Capacity Trinity Retail Center

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 2148
Dr. John Cirello, Director **Bob Briggs, Finance Maganer**

Agenda Date	<u>2-27-01</u>	Regular	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

Authorize Chairman to execute and approve Release of Water and Sewer Capacity

BACKGROUND:

Release the water and sewer capacity between Seminole County and Sofran Tuskaloma, LTD., for the project known as Trinity Retail Center for 1,291 gpd. Release of water and sewer capacity is due to project build out. This results in a refund due in the amount of \$3,653.53 for water and \$ 9,037.00 for sewer. District 1 - Dallari

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CE502</u>

RELEASE OF WATER AND SEWER CAPACITY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **SOFRAN TUSKALOMA, LTD.**, a Limited partnership, whose mailing address is 237 S. Westmonte, Suite 220, Altamonte Springs, Florida 32714, hereinafter referred to as "DEVELOPER."

W I T N E S S E T H:

WHEREAS, DEVELOPER's predecessors in interest and COUNTY entered into a Conditional Utility Agreement for Water Services and a Conditional Utility Agreement for Sewer Services on January 17, 2003, (hereinafter referred to as the "AGREEMENTS") for potable water and sewer services to be provided by COUNTY for the property described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "PROPERTY"); and

WHEREAS, pursuant to the AGREEMENTS, COUNTY has allocated certain potable water and sewer services for the use of said PROPERTY (hereinafter referred to as the "capacity"); and

WHEREAS, DEVELOPER has completed development of the PROPERTY, and a certain amount of potable water and wastewater capacity allocated for the PROPERTY remains unused and available for reallocation in accordance with COUNTY policy,

NOW THEREFORE, in consideration of the promises and mutual covenants stated herein, COUNTY and DEVELOPER agree as follows:

SECTION 1. RELEASE OF CAPACITY TO COUNTY. DEVELOPER does hereby release and quitclaim to COUNTY the capacity allocated by COUNTY under the terms of the AGREEMENTS, to wit:

- (a) 1291 gallons per day for potable water supply, and
- (b) 1291 gallons per day for wastewater removal.

Such capacity shall revert back to COUNTY in accordance with COUNTY policy.

SECTION 2. ENTIRE AGREEMENT.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ATTESTION ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

SOFRAN TUSKALOMA, LTD.
a Florida Limited Partnership

By: The Sofran Corporation,
a Delaware corporation,
its General Partner

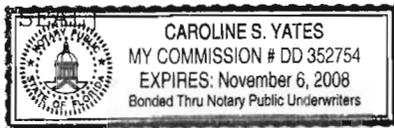
By: [Signature]
ROBERT ROULEAU, President

, Secretary

Date: 2/05/07

I HEREBY CERTIFY that, on this 5th day of February, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT ROULEAU and _____, as President and ~~Secretary~~, respectively, of SOFRAN TUSKALOMA, LTD., a limited partnership organized under the laws of the State of Florida, who are personally known to me or who have produced N.A. as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

[NOTARY



[Signature]
NOTARY PUBLIC

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200 , regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
1/26/07

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Attachment:
Exhibit "A" - Legal Description

Exhibit A

LEGAL DESCRIPTION

Tract A

The North 311 yards of the West 155 1/2 yards of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 21 South, Range 30 East, Seminole County, Florida, lying South of County Road 426.

Tract B

The East 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 21 South, Range 30 East, Seminole County, Florida, lying South of County Road 426.

Less Road Right-of-Way