

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Customer Agreement for Reclaimed Water Rates & Reclaimed Water Flow, Distribution, Delivery and Spray Easement for PLM Associates, LTD. (Cobblestone Crossing)

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

**AUTHORIZED BY:**  **CONTACT:**  **EXT.** 2143  
Robert G. Adolphe, P.E., Director    Becky Noggle, Sr. Coordinator

Agenda Date <u>05/13/03</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:**

Approve the Customer Agreement for reclaimed water rates and reclaimed water flow, distribution, delivery and spray easement for PLM Associates, LTD., for the project known as Cobblestone Crossing.

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**BACKGROUND:**

Customer Agreement for reclaimed water rates and reclaimed water flow, distribution, delivery and spray easement for **PLM Associates, LTD.** for 26,845 g.p.d. District 5

Reviewed by:
Co Atty: <u>na</u>
DFS: <u>na</u>
Other: <u>na</u>
DCM: <u></u>
CM: <u></u>
File No. <u>CESA01</u>

**RECLAIMED WATER FLOW, DISTRIBUTION,  
DELIVERY AND SPRAY EASEMENT**

**THIS EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **PLM ASSOCIATES, LTD.**, its heirs, successors and assigns, its successors and assigns, whose address is 1700 Market Street, Suite 2600, Philadelphia, Pennsylvania 19103, hereinafter called the "OWNER," and **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 the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the OWNER is fee simple owner of the property described in Exhibit "A," attached hereto and by reference made a part hereof, hereinafter referred to as the "Property"; and

**WHEREAS**, COUNTY is the owner and operator of a utility system which includes, but is not limited to, sanitary sewage collection, treatment and disposal; and

**WHEREAS**, the COUNTY and the OWNER have entered into an Agreement for Reclaimed Water Rates establishing certain utility fees and rates by a separate agreement of even date herewith, which is hereby incorporated herein by reference; and

**WHEREAS**, the OWNER covenants to construct or has constructed an on-site water irrigation system, hereinafter referred to as the "System", over, under, upon and through the Property and agrees that the COUNTY may use the System to deliver and spray reclaimed water over, under, upon and through the Property; and

**WHEREAS,** the term "System Area" as used herein means the area of the Property on which the System is or will be located and the access to the System over the Property and all areas on the Property which are or may be necessary for use by the COUNTY to accomplish the intents and purposes expressed herein and, further, the terms "irrigation water," "effluent," reclaimed water," and "reuse water" as used herein shall be synonymous; and

**WHEREAS,** the term "Easement Area" means any and all pervious areas on the Property remaining subsequent to property development in compliance with all applicable laws, ordinances, rules and regulations,

**NOW THEREFORE,** for and in consideration of the mutual benefits, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the OWNER grants and conveys to COUNTY an Easement over, under, upon and through the Property to operate and maintain in perpetuity, or until the use thereof is affirmatively abandoned by the COUNTY, such facilities as may be necessary or desirable to the COUNTY to flow, distribute, deliver and spray reclaimed water over, under, upon and through the Property utilizing the System. The following provisions shall apply as to the Easements herein granted:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

2. **EFFECT ON DEVELOPMENT.** Nothing herein contained shall exempt nor be construed to exempt the OWNER from any COUNTY ordinance,

policy or requirement nor shall this Easement be construed as granting or assuring or indicating any future grant of any development, land use or zoning approvals, permissions, permits, special exceptions or rights of any kind or nature with respect to the Property. No representations, express or implied, have been made by the COUNTY to the OWNER other than those expressly made herein; provided, however, the terms of any agreements of equal dignity herewith subsequently entered shall prevail over the terms of this Easement to the extent of any conflict. It is the intent of this Easement to implement that paragraph entitled "Effluent Disposal" in the Conditional Utility Agreement for Sewer Service or the Utility Agreement for Sewer Service, as the case may be, between the parties regarding the Property. The provisions of sewer or water service to the OWNER by the COUNTY shall be contingent on OWNER's continued acceptance and usage of reclaimed water as obligated herein. COUNTY may recapture any sewer capacity by ceasing to provide sewer service to the Property or water capacity by ceasing to provide water service to the Property if OWNER fails to receive or continue to receive reclaimed water for usage upon the Property; provided, however, that no recapture shall occur if the cessation of sewer or water service results from the COUNTY's inability to provide such service.

3. **RIGHTS GRANTED.** The rights herein granted by OWNER to the COUNTY specifically include, but are not limited to the right for the COUNTY to flow, distribute, deliver and spray reclaimed water over, under, upon and through the Property in the Easement Area by means of the System and all other rights and privileges reasonably related

thereto; provided, however, that the OWNER shall use the reclaimed water for irrigation purposes only and not to maintain the water level of the pond for aesthetic purposes. The rights herein granted also include the right for the COUNTY to increase to an extent that will not detrimentally and adversely affect the Property or decrease the reclaimed water flow level and to change the quality and type of reclaimed water; provided, however, that the changed water quality meets or exceeds the standards set forth in Paragraph 6 herein, and the quality and type of the System; the reasonable right of the COUNTY to enter upon land of the OWNER adjacent to the System Area for the purpose of exercising rights herein granted; and all other rights and privileges that may be reasonably necessary or convenient for the COUNTY's safe and efficient enjoyment and use of the Easement for the purposes described herein. The easement granted is exclusive as to reclaimed water; provided, however, that the OWNER shall retain all rights of a fee simple owner that are not inconsistent with the rights conveyed by the Easement.

**4. COVENANT NOT TO OBSTRUCT.** The OWNER hereby covenants and agrees that it will take no action to impugn the integrity of or adversely affect COUNTY's wastewater, water, or reclaimed water systems. OWNER further covenants that the System Area shall not be used in a manner whereby the rights granted to COUNTY herein are directly or indirectly frustrated or adversely impacted.

**5. SYSTEM.** The OWNER covenants and agrees to complete construction and installation of the System on the Property in accordance with Chapter 17(c)(6), Florida Administrative Code, the

Seminole County Code and the plans and specifications approved by the COUNTY. The COUNTY's "Water Reuse Program Guidelines," hereinafter referred to as the "Guidelines" is hereby incorporated herein by reference. OWNER agrees to operate and maintain the System in compliance with the requirements and conditions set forth in the Guidelines. The OWNER further agrees to maintain a copy of the Guidelines on-site and available for use by the person(s) responsible for daily operation and maintenance of the System. All plans, specifications, drawings, designs, and contracts relating in any way to the completion, installation or location of the System shall be subject to the COUNTY's prior approval. The COUNTY shall cause all documents to be reviewed within a reasonable time. The point of connection between the System and the COUNTY's utility system shall be the meter. The OWNER shall connect the System to the COUNTY's reclaimed water facilities and purchase the meter from the COUNTY.

**6. WATER QUALITY, DEMAND, AND SUPPLY.** The COUNTY shall deliver reclaimed water that is of a quality consistent with the requirements of "public access" treatment levels as defined in Chapter 17(c)6, Florida Administrative Code or its successor provision, and in a manner consistent with all applicable Federal, State and local laws and regulations, including, but not limited to, signage and noticing requirements. The COUNTY shall monitor chlorine and turbidity levels and otherwise sample the water in accordance with all applicable Federal, State and local laws and regulations. The COUNTY shall provide the reclaimed water for use on the Property at a water

pressure range of 40-65 pounds per square inch which may vary, at the COUNTY's discretion, based upon operating experience, exigencies, or the needs of the public. The OWNER shall provide and maintain any pressure reducing or increasing equipment necessary to operate the System compatible with the pressure provided at the point of connection. Without implying or expressing any guaranteed daily flow, the COUNTY agrees to provide and the OWNER covenants and agrees to accept and use approximately 26,845 gallons per day between the hours of 10 a.m. and 4 p.m. daily of reclaimed water for use in the System on the Property based upon an annual average daily flow upon the Property; provided, however, that acceptance of such average daily flow shall be phased as the Property is incrementally developed. The OWNER covenants and agrees to utilize on the Property all reclaimed water provided for use in the System. The OWNER understands and acknowledges that the daily flow shall depend on diverse operating factors associated with the COUNTY's operations such as, by way of illustration and not limitation, climatic conditions, regulatory requirements, supply availability, and public health, safety and welfare requirements as determined by the COUNTY. The OWNER covenants and agrees not to cause or allow any cross connections of reclaimed water with potable water and the OWNER further covenants and agrees to provide a positive disconnect from any and all existing well systems or other water supplies that could allow backflow of reclaimed water into ground water, or other potable water sources.

**7. WATER SOURCE PRIORITIES.** The OWNER covenants and agrees that the COUNTY shall be the primary source of the OWNER's irrigation water requirements, present and future, and that supplemental sources of irrigation water may be secondarily used subject to COUNTY approval, when the COUNTY is unable to meet the OWNER's requirements. If the Property is subdivided, each lot shall be benefited and burdened based upon the square footage of the lot as a proportion to the total square footage of all lots which may be adjusted by the COUNTY based upon final engineering or building site plans. Use of common areas and rights-of-way for effluent spraying may be accomplished by the OWNER with the written consent of the COUNTY in the form of a subsequent agreement if such common areas and rights of way are not included in the Easement Area described herein. Additional reclaimed water may be provided by the COUNTY to the OWNER upon mutual agreement of the parties at the prevailing rate being charged per thousand gallons of effluent delivered.

**8. OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM.** The COUNTY agrees to operate and maintain in good operating condition the COUNTY's facilities up to the point of connection to the System. The OWNER agrees to maintain the System in good operating condition on the Property in compliance with applicable Federal, State and local laws, rules and regulations. If the OWNER fails to maintain the System in good operating condition as set forth hereinabove, the COUNTY may after thirty (30) days' notice to the OWNER and the OWNER's continued failure to maintain the System, at its sole and complete option, terminate this Easement and cease providing reclaimed water to the

Property or, at its option, cause such maintenance to occur or be performed and assess a lien against the Property in favor of the COUNTY for any and all costs associated with such maintenance of the System on the Property. The OWNER shall notify COUNTY at the telephone number provided in Paragraph 13 if the OWNER's auto fill system malfunctions and the OWNER agrees to control the filling manually until repair of the auto fill system. The OWNER shall notify the COUNTY upon repair of the auto fill system.

**9. LIABILITY.**

(a) The provisions of *Section 403.135, Florida Statutes*, are incorporated herein by reference as if fully set forth herein verbatim. The OWNER's liability shall be limited in accordance with said provisions of statutory law.

(b) All approvals granted by the COUNTY under the terms of this Easement are for the use and benefit of the COUNTY only. No review or approval process by the COUNTY shall relieve the OWNER of any liability that may arise from the use of any document or plan approved nor shall the COUNTY be deemed liable in any way based upon the approval or non-approval of any document or plan. All reviews by the COUNTY are solely for the purpose of determining operational acceptability by the COUNTY and for no other purpose whatsoever. Nothing in this Easement shall be construed as a waiver, partial or complete, of the COUNTY's sovereign immunity. The OWNER shall comply with any and all directions from the COUNTY pertaining to protection of human or animal health and the environment, said directions including, but not being limited to, all Federal, State and local

laws, rules, and regulations, generally, and, specifically, requirements as to signage, labeling as required by law, the prevention of cross connection or any other act or omission that could cause human consumption or any other non-authorized use of reclaimed water, and prevention of the use of reclaimed water for any other purpose besides use in the System. OWNER covenants and agrees to indemnify, insure, remise, acquits and hold harmless COUNTY from and against any and all claims for any and all damages of whatsoever kind and nature that may arise out of the non-negligent use of this Easement. This Easement shall not be construed as conveying any right or interest to any third party who is not a party to this Easement from either the OWNER or the COUNTY and is for the benefit of the parties hereto only and their heirs, successors and assigns.

10. **TERM.** The Easement herein granted shall be perpetual; provided, however, that if for any reason relating to governmental action or permitting, the ability of either the OWNER or the COUNTY to perform under the Easement is precluded, this Easement shall become void and of no effect by result of the COUNTY's abandonment of the Easement; provided, further, however, that the OWNER shall perform all acts necessary to comply with the aforementioned governmental action, at the COUNTY's request, if the COUNTY shall so request, and; provided, further, however, that if any costs are associated therewith, the COUNTY shall pay such costs. The parties agree that, if the Easement is terminated as a result of governmental action causing an impossibility to comply with permitting requirements, the parties shall negotiate in good faith to enter a new Easement. The

parties hereto agree that the provision of water, sewer and reclaimed water services are related and are, in fact, the provision of one unified public service. Thus, if the OWNER fails to pay for water, sewer, or reclaimed water services provided by the COUNTY, the COUNTY may suspend the provision of any and all such services. The parties agree that this Easement will be renegotiated if a comprehensive change in the nature of the use of the Property should occur, which new use would adversely impact the Property's ability to accept reclaimed water.

**11. APPLICABLE LAW.** This Easement shall be construed, controlled and interpreted according to the laws of the State of Florida and consistent with all COUNTY ordinances.

**12. ENFORCEMENT COSTS:** If COUNTY files any action in law or equity to enforce the covenants, terms and conditions of the Easement, the COUNTY, if it shall prevail in such action, shall be entitled to recover from OWNER reasonable attorneys' fees and costs, whether at trial or on appeal

**13. NOTICE.** Whenever either party desires to give notice upon the other, it must be given by written notice, sent by registered United States mail, with return receipt requested to the following addresses; provided, however, that the parties shall exchange, in writing, emergency phone numbers for emergency purposes and uses:

As to the OWNER:

PLM Associates, Ltd.  
c/o James Tomaino  
1700 Market Street, Suite 2600  
Philadelphia, PA 19103  
Phone: (215) 751-9600

As to the COUNTY:

Director, Environmental Services Department  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773  
Phone 407-665-2110

**14. SUBSEQUENT CONVEYANCES.** The OWNER covenants and agrees that it shall reference this Easement in all subsequent conveyances of the Property, any and all conveyances of part of the property or any and all conveyances or grants of any and all interests in the Property.

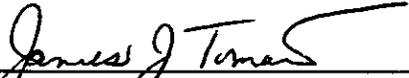
**15. BINDING EFFECT.** This Easement touches and concerns the Property and shall burden, follow and encumber the Property and it is the intent of the parties that this Easement and all obligations and conditions placed upon the OWNER and all covenants, promises and agreements made by the OWNER shall operate as a servitude on the Property to be perpetually binding upon and against the OWNER and its heirs, assigns, and successors in interest and the covenants, agreements and promises herein expressed shall run with the land. Specifically, each of the OWNER's heirs, assigns, and successors in interest shall be obligated to construct his, her or its part of the System based upon the square footage formula set forth at Paragraph 7 hereof. Whenever a party's consent is required by this Easement, such consent shall not be unreasonably withheld.

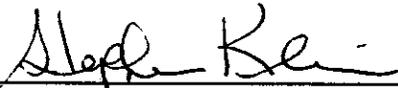
**IN WITNESS WHEREOF,** the OWNER has hereunto set its hand and seal in the day and year above written.

ATTEST:

PLM ASSOCIATES, LTD. a Florida  
limited partnership

By: PLM ASSOCIATES LTD., a Florida  
limited liability company

  
James Tomaino, Secretary  
Witness  
(CORPORATE SEAL)

By:   
STEPHEN B. KLEIN, Managing Member  
Date: 4/11/03

SED/lpk  
3/20/03  
plm-reclaimed water-ease-form

Attachment:  
Exhibit "A" - Property Description

## LEGAL DESCRIPTION

LOTS 139 TO 157 OF THE PLAT OF THE TOWN OF SYLVAN LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH ALL OF THE VACATED ALLEY LYING EAST OF AND ADJACENT TO SAID LOTS, ALSO TOGETHER WITH ALL VACATED STREETS AND ALLEYS LYING ADJACENT TO AND BETWEEN SAID LOTS 140 AND 141, 143 AND 144, 146 AND 147, 149 AND 150, 152 AND 153, AND LOTS 155 AND 156, AND ALSO TOGETHER WITH THAT PORTION OF VACATED STREET LYING SOUTH OF AND ADJACENT TO SAID LOT 157.

BEGINNING 15.01 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, RUN SOUTH 11.96 CHAINS, THENCE EAST 9.25 CHAINS, THENCE NORTH 11.96 CHAINS, THENCE WEST 9.25 CHAINS TO POINT OF BEGINNING.

ALSO: BEGINNING 15.01 CHAINS SOUTH OF NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, RUN THENCE SOUTH 14.9 CHAINS, WEST 10 CHAINS, NORTH 14.9 CHAINS TO POINT OF BEGINNING;

LESS AND EXCEPT THEREFROM TWO ACRES THEREOF CONVEYED BY WARREN R. SMITH AND WIFE, AND IRA D. MARTIN AND WIFE, TO ATLANTIC COAST LINE RAILROAD COMPANY BY DEED DATED MARCH 19, 1929, RECORDED IN DEED BOOK 70, PAGE 164, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA;

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO SEMINOLE COUNTY, BEING MORE PARTICULARLY DESCRIBED IN THE CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2799, PAGE 33, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING THEREIN 23,362 ACRES, MORE OR LESS.

SUBJECT TO THE FOLLOWING DEEDS, LEASES AND EASEMENTS:

1. WARRANTY DEED RECORDED IN DEED BOOK 103, PAGE 279, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
2. COUNTY DEED RECORDED IN DEED BOOK 122, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
3. WARRANTY DEED RECORDED IN DEED BOOK 126, PAGE 95, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
4. QUIT CLAIM DEED RECORDED IN DEED BOOK 135, PAGE 373, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
5. WARRANTY DEED RECORDED IN DEED BOOK 174, PAGE 389, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
6. COUNTY DEED RECORDED IN DEED BOOK 178, PAGE 312, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
7. T.I.I.F. DEED RECORDED IN DEED BOOK 179, PAGE 80, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
8. WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 208, PAGE 499, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
9. WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 399, PAGE 297, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
10. WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 810, PAGE 456, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
11. WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 810, PAGE 457, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
12. DEED RECORDED IN OFFICIAL RECORDS BOOK 2121, PAGE 1038, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
13. MEMORANDUM OF TRUST RECORDED IN OFFICIAL RECORDS BOOK 2799, PAGE 33, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**CUSTOMER AGREEMENT  
FOR RECLAIMED WATER RATES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PLM ASSOCIATES, LTD.**, its heirs, successors and assigns, whose address is 1700 Market Street, Suite 2600, Philadelphia, Pennsylvania 19103, hereinafter referred to as the "OWNER" and **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 the "COUNTY".

**W I T N E S S E T H:**

**Section 1. Purpose.** The purpose of this Agreement is to set forth rates for reclaimed water service for the property described in Exhibit "A," attached hereto and by reference made a part hereof, hereinafter referred to as the "Property," in return for the OWNER granting and conveying a Reclaimed Water Flow, Distribution, Delivery and Spray Easement to the COUNTY on, over, under and through the Property. The Easement shall be on a form approved by the COUNTY and no other form is acceptable nor shall be used. The form utilized by the COUNTY is attached hereto and by reference made a part hereof as Exhibit "B".

**Section 2. Rate.** The rate provided to the OWNER by the COUNTY herein in exchange for the Reclaimed Water Flow, Distribution, Delivery and Spray Easement, hereinafter referred to as the "Easement," is as follows:

(a) OWNER shall be charged a rate of FORTY-FIVE CENTS (\$.45) per thousand gallons of reclaimed water used on the Property. The rates to be charged by COUNTY to OWNER for reclaimed water service on the

Property shall be those reclaimed water service rates adopted from time to time by the Board of County Commissioners of Seminole County subsequent to the execution of this Agreement.

(b) No other credit, right, concession, adjustment or consideration other than expressly set forth hereinafter is or shall be provided to the OWNER by the COUNTY unless specifically agreed to by the parties in a subsequent agreement of equal dignity herewith.

**Section 3. Term, Change of Rate.**

(a) This Agreement shall not become effective until the Reclaimed Water Flow, Distribution, Delivery and Spray Easement is executed by the OWNER.

(b) Upon execution of the Easement, the term of this Agreement shall be determined pursuant to Paragraph 10 of the Easement.

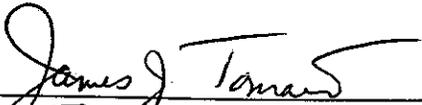
(c) In the event the COUNTY, during the term of this Agreement, shall propose any new rate schedule or amended rate schedule applicable to reclaimed water service, the COUNTY shall not be obligated to notify the OWNER, except as prescribed by law, rules, regulations, or ordinances.

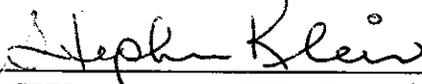
IN WITNESS WHEREOF, the parties have hereunto set their hand and seal in the day and year first above written.

ATTEST:

PLM ASSOCIATES, LTD. a Florida  
limited partnership

By: PLM ASSOCIATES LTD., a Florida  
limited liability company

  
James Tomasi, Secretary  
Witness  
(CORPORATE SEAL)

By:   
STEPHEN B. KLEIN, Managing Member  
Date: 4/11/03

WITNESSES:

Sandy Taylor  
Becky Noyes

DEPARTMENT OF PUBLIC WORKS  
UTILITIES DIVISION  
SEMINOLE COUNTY, FLORIDA

Gary Rudolph

Utilities Manager

Date: 4/15/03

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda items and approved on April 2, 1997.

STATE OF FLORIDA  
COUNTY OF SEMINOLE

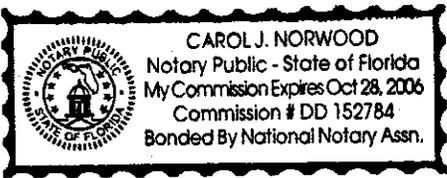
The foregoing instrument was acknowledged before me this 15 day of April, 2003, by Gary Rudolph, the Utilities Manager of SEMINOLE COUNTY, a political subdivision of the State of Florida, on behalf of the County. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Carol J. Norwood

NOTARY SEAL

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

Susan E. Detroit 4-16-03  
County Attorney



SED/lpk  
3/20/03  
plm-customer agt reclaim water

Attachments:  
Exhibit "A" - Property Description  
Exhibit "B" - Easement Form

## LEGAL DESCRIPTION

LOTS 139 TO 157 OF THE PLAT OF THE TOWN OF SYLVAN LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH ALL OF THE VACATED ALLEY LYING EAST OF AND ADJACENT TO SAID LOTS, ALSO TOGETHER WITH ALL VACATED STREETS AND ALLEYS LYING ADJACENT TO AND BETWEEN SAID LOTS 140 AND 141, 143 AND 144, 146 AND 147, 149 AND 150, 152 AND 153, AND LOTS 155 AND 156, AND ALSO TOGETHER WITH THAT PORTION OF VACATED STREET LYING SOUTH OF AND ADJACENT TO SAID LOT 157.

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LESS AND EXCEPT THEREFROM TWO ACRES THEREOF CONVEYED BY WARREN R. SMITH AND WIFE, AND IRA D. MARTIN AND WIFE, TO ATLANTIC COAST LINE RAILROAD COMPANY BY DEED DATED MARCH 19, 1929, RECORDED IN DEED BOOK 70, PAGE 164, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA;

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO SEMINOLE COUNTY, BEING MORE PARTICULARLY DESCRIBED IN THE CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2799, PAGE 33, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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