

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Sewer Capacity AK Shoemaker Jr.

DEPARTMENT: Environmental Services DIVISION: Business Office

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

Agenda Date <u>6/08/04</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 sewer capacity.

BACKGROUND:

Release of sewer capacity between Seminole County and A.K. Shoemaker Jr for the project known as The Tuskawilla & Red Bug Lake Rd center for 900 gpd of sewer. Release of sewer capacity is due to project build out. This results in a refund due in the amount of \$ 5,697.00 for sewer. District 1

Reviewed by:
Co Atty: N/A _____
DFS: _____
Other: _____
DCM: _____
CM: <u><i>[Signature]</i></u>
File No. <u>CESA01</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 A.K. SHOEMAKER JR., whose address is PO BOX 1885 SANFORD FL 32772-1885, 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 Developers Agreement on NOVEMBER 25, 1986, (hereinafter referred to as the "DEVELOPERS AGREEMENT") 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 DEVELOPERS AGREEMENT, 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 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 quit claim to COUNTY the capacity allocated by COUNTY under the terms of the DEVELOPERS AGREEMENT, to wit:

- (a) 0 gallons per day for potable water supply, and
- (b) 900 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.

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

Signed, sealed and delivered in the presence of:

DEVELOPER

William S. Brumley Jr.
Witness

By: Alan Dean Shoemaker
ALAN DEAN SHOEMAKER

L. O'Donnell
Witness

Date: APR 23, 2004

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

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

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Sharon E. Dietrich 5-5-04

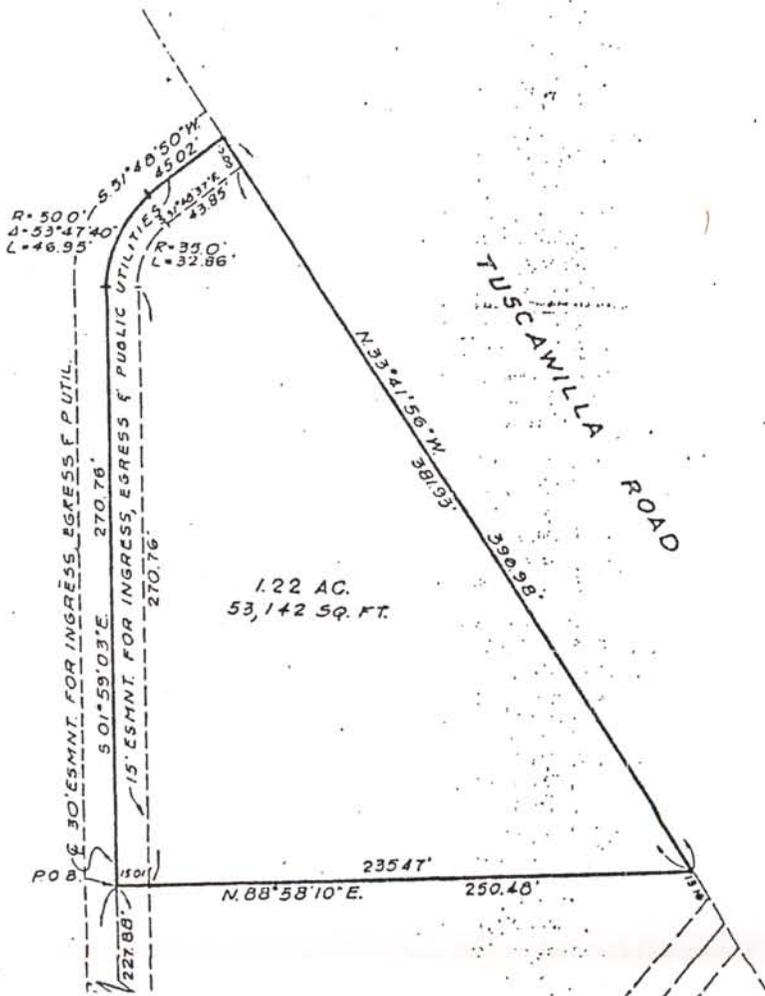
County Attorney
SED/lpk
7/31/02
release water sewer capacity

Exhibit A

DESCRIPTION FOR SHOEHAKER CONSTRUCTION COMPANY SANFORD, FLORIDA

From the Southeast Corner of the SW1 of the NE1 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, run N.89°58'10"E., along the South line of said SW1 and the centerline of RED BUG LAKE ROAD, 295 feet thence run N.01°59'03"W., parallel with the West line of said SW1, a distance of 302.88 feet, for a POINT OF BEGINNING, thence continue N.88°00'57"E., 250.40 feet, to the Westerly Right-of-Way of TUSCAWILLA ROAD, thence run N.33°41'56"W., 396.98 feet along said Right-of-Way line, thence run S. 51°48'50"W., 45.02 feet, thence run Southwesterly along a curve concave Southeasterly having a radius of 50.0 feet, a central angle of 53°47'40", an arc length of 46.95 feet thence run S.01°59'03"E., 270.76 feet to the POINT OF BEGINNING. Containing 1.22 Acres.

CERTIFIED CORRECT: *V. Kelly Smith* 23 JUNE 93
 V. KELLY SMITH & ASSOCIATES, INC.
 1807 French Avenue
 Sanford, Florida
 305-322-2213



OF NE 1/4 OF SEC 24 T21 R30