

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of Water and Sewer Capacity

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

**AUTHORIZED BY:** *R.G. Adolphe* **CONTACT:** Becky Noggle <sup>*Blr*</sup> **EXT.** 2143  
Robert G. Adolphe, P.E., Director Sr. Coordinator <sup>*AS*</sup>

Agenda Date 06/24/03 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

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

**BACKGROUND:**

Release of water and sewer capacity between Seminole County and B.R. Royal for the project known as The Crossings Business Center for 170 gpd of water and 170 gpd of sewer. Release of water and sewer capacity is due to project build out. This results in a refund due in the amount of \$ 481.10 for water and \$1,190.00 for sewer. District 1

Reviewed by:  
Co Atty: N/A  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: *[Signature]*  
CM: *[Signature]*  
  
File No. CESA01

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 The Crossings Business Center whose address is 5024 Water Vista Dr Orlando, 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 May 23, 1989, (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) 170 gallons per day for potable water supply, and
- (b) 170 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.

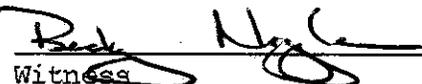
IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

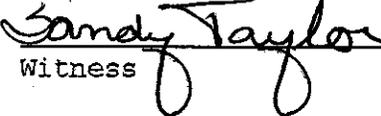
Signed, sealed and delivered in the presence of:

DEVELOPER

By: 

Date: 4/22/03

  
Witness

  
Witness

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. Debraud 5-2-03*  
\_\_\_\_\_  
County Attorney  
SED/lpk  
7/31/02  
release water sewer capacity

**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF FLORIDA  
COUNTY OF

COMES NOW, B.R. ROYAL, being  
first duly sworn, who deposes and says:

(1) That he/she is an officer of THE CROSSINGS BUSINESS CENTER, a  
corporation existing under the laws of the State of Florida, as its  
MANAGING PARTNER;

(2) That he/she is authorized to execute the  
RELEASE OF CAPACITY on behalf of the above-named corporation  
relating to the following described real property:

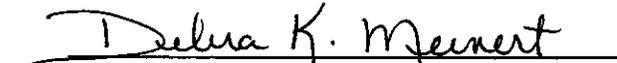
See Exhibit "A," attached hereto and incorporated herein; and

(3) That this Affidavit is made to induce Seminole County to  
issue a RELEASE OF CAPACITY ~~Agreement~~ for ~~Seminole County~~ to provide  
WATER & SEWER service; ~~XXXXXX~~

**FURTHER AFFIANT SAYETH NAUGHT.**

  
Affiant

The following Affidavit was signed, acknowledged and sworn to by  
Bob Rayford Royal [ ] being known to me [X] having provided  
FD# R400-076-32-090-0 as identification before me this 30 day of  
April, 2003..

  
Notary Public, State of Florida  
My commission expires:

Calk/misc/affofcorp

