

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Capacity

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

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** Becky Noggle ^{*alm*} **EXT.** 2143
Robert G. Adolphe, P.E., Director Sr. Coordinator *RB*

Agenda Date <u>06/24/03</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:

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

BACKGROUND:

Release of water and sewer capacity between Seminole County and Alafaya Development Corporation for the project known as Hunter's Reserve aka Hunter's Landing for 3,000 gpd of sewer. Release of sewer capacity is due to project build out. This results in a refund due in the amount of \$15,660.00. (3,000 gpd x \$ 6.00 purchased price for sewer minus past due account balance of \$2,340.00). District 1

Reviewed by:
Co Atty: <u>N/A</u>
DFS: _____
Other: _____
DCM: <u><i>RM</i></u>
CM: <u><i>RB</i></u>
File No. <u>CESA03</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 Alafaya Development Corp., whose address is 117 Red Bay Dr. Longwood FL 32779, 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 July 30, 1999, (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) e gallons per day for potable water supply, and
- (b) 3,000 gallons per day for wastewater removal.

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

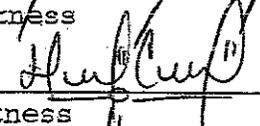
SECTION 2. ENTIRE AGREEMENT.

(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


Witness

Witness

By:  Vice Pres.

Date: 5/24/2003

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.

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

EXHIBIT A

Legal Description

The South 1039.96 feet of the East 659.84 feet of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 21 South, Range 31 East, Seminole County, Florida; LESS the East 50.00 feet and the South 40.00 feet thereof for road Right of Way; ALSO LESS the South 270.00 feet of the East 225.00 feet of said Southwest 1/4 of the Southwest 1/4 of Section 34; AND LESS the East 277.49 feet of the North 199.99 feet of the South 1039.96 feet of said Southwest 1/4 of the Southwest 1/4 of Section 34.

Containing 12.04 acres, more or less.