

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Capacity Michael Goodman for the project known as Century Plaza Motel

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

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 2148
David Gregory, Acting Director Bob Briggs, Finance Manager

Agenda Date 07/26/05 **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 Michael Goodman for the project known as Century Plaza Motel for 10,000 gpd of water and 10,000 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 \$12,325.00 for water and \$47,100.00 for sewer.

District – 4 Henley

Reviewed by:

Co Atty: N/A

DFS: N/A

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 Michael Goodman
whose address is 3511 N Pantano Rd. Tucson Az 85750
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 Oct 8, 1985, (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) 10,000 gallons per day for potable water supply, and
- (b) 10,000 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:

Date:

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

Susan E. Dietrich 6-6-05

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

DESCRIPTION OF PARCEL NO. 1:

From the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Twp 21 South, Range 30 East, Seminole County, Florida;

Run thence S89 55'00"E along the North line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 20 a distance of 1227.93 feet, thence run S47 12'42"E 255.54 feet, thence run N42 47'18"E 739.91 feet, thence run S47 12'42"E 590 feet to a point on the Northwesterly R/W line of Wilshire Blvd., thence run S 42 47'18"W along said R/W line a distance of 40.00 feet for a Point of Beginning;

Thence run S42 47'18"W along said R/W line a distance of 200.00 feet;
Thence run N47 12'42"W a distance of 158.00 feet;
Thence run N42 47'18"E a distance of 200.00 feet;
Thence run S 47 12'42"E a distance of 158.00 feet to the Point of Beginning.

Containing 0.725 acres.

DESCRIPTION OF PARCEL NO. 2:

From the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Twp 21 South, Range 30 East, Seminole County, Florida;

Run thence S89 55'00"E along the North line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 20 a distance of 1227.93 feet, thence run S47 12'42"E 255.54 feet, thence run N42 47'18"E 739.91 feet, thence run S 47 12'42"E 330.00 feet for a Point of Beginning;

Thence run N42 47'18"E 236.50 feet;
Thence run S47 12'42"E 260.00 feet to a point on the Northwesterly R/W of Wilshire Boulevard;
Thence run S42 47'18"W along said R/W a distance of 236.50 feet;
Thence run N47 12'42"W to the Point of Beginning, a distance of 260.00.

Subject to utility easement over the North 10 feet thereof.

Containing 1.412 acres.

This property does not lie within any flood-prone area as defined by the DHUD FHIA program flood maps.

The Surveyor has not abstracted the property for any easements or Rights-of-Way of record, and is unaware of any such instruments except as noted hereon.

BOUNDARY

"Exhibit A"