

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of Water and Sewer Capacity for the project known as Riverton

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

**AUTHORIZED BY:** *John Cirello* **CONTACT:** *RB* **EXT.** 2148  
**John Cirello, Director**      **Bob Briggs, Finance Manager**

<b>Agenda Date</b> <u>08/23/05</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"/>
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**MOTION/RECOMMENDATION:**

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

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**BACKGROUND:**

Release of water and sewer capacity between Seminole County and M/I Homes of Orlando LLC for the project known as Riverton for 10,150 gpd of water and 8,700 gpd of sewer. Release of water and sewer capacity is due to Developer error, entering into a second Conditional Utility Agreement for Water and Sewer Service for the same property under different project names. District 5 Carey.

Reviewed by:
Co Atty: <u>N/A</u>
DFS: <u>N/A</u>
Other: _____
DCM: <u><i>SS</i></u>
CM: <u><i>RB</i></u>
File No. <u>CESA02</u>



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Becky Noggle, Sr. Coordinator  
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney  
Ext. 7254

Date: June 17, 2005

Subject: M/I Homes of Orlando LLC - Riverton

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In response to your recent request, I reviewed the Release of Water and Sewer Capacity Agreement you transmitted for the above referenced developer's project. The Agreement is acceptable as submitted; however, I did not review the Agreement for accuracy of capacity allocation or other technical matters.

I am returning the signed original document for further processing by authorized County personnel and placement on the Board of County Commissioners' next available agenda.

Please call if you have any questions.

SED/dg

Attachment

Release of Water and Sewer Capacity Agreement

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**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 **M/I HOMES OF ORLANDO LLC**, whose address is 237 S. Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714, hereinafter referred to as "DEVELOPER."

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

**WHEREAS**, DEVELOPER and COUNTY entered into a Conditional Utility Agreement for Water Service and a Conditional Utility Agreement for Sewer Service on December 23, 2004, as recorded in Book 5558, Pages 0600 through 0672, inclusive, Official Records of Seminole County, Florida, (hereinafter referred to as the "AGREEMENTS") 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**, DEVELOPER and COUNTY, in error, entered into a second Conditional Utility Agreement for Water Service and a second Conditional Utility Agreement for Sewer Service for the PROPERTY on April 1, 2005, as recorded in Book 5672, Pages 0311 through 0385, inclusive, Official Records of Seminole County Florida, (hereinafter the "SECOND AGREEMENTS"); and

**WHEREAS**, pursuant to the AGREEMENTS and SECOND AGREEMENTS, COUNTY has allocated potable water and sewer services in a greater amount than necessary for the use of said PROPERTY (hereinafter referred to as the

"capacity"),

**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 AGREEMENTS, to wit:

- (a) 10,150 gallons per day for potable water supply, and
- (b) 8,700 gallons per day for wastewater removal.

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

**SECTION 2. RETAINED CAPACITY BY DEVELOPER.** All terms and conditions, including the water and sewer capacity reservation of the SECOND AGREEMENTS, shall remain in full force and effect for the term of the SECOND AGREEMENTS, as originally set forth in said SECOND AGREEMENTS.

**SECTION 3. 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.

**SECTION 4. RECORDING FEES.** The DEVELOPER shall record, at its sole cost and expense, this Agreement in the Official Records of Seminole County, Florida upon approval by the Board of County Commissioners of Seminole County, Florida.

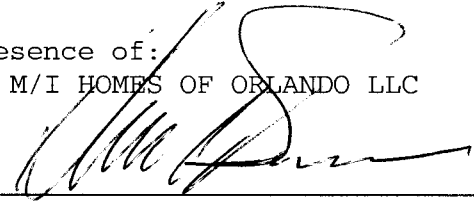
**IN WITNESS WHEREOF,** the parties hereto have made and executed this instrument for the purpose herein expressed.

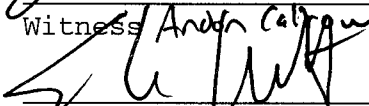
Signed, sealed and delivered in the presence of:

M/I HOMES OF ORLANDO LLC



Witness Andra Calhoun

By: 



Witness Eric K. Wills

Date: 6-10-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

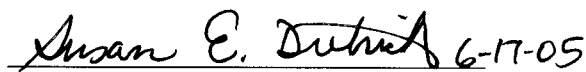
By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency

  
County Attorney  
SED/lpk  
6/7/05  
MI Homes release

# "Exhibit A"

## Property Description

The North 14 chains of the West 7.14 chains of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, Less road;

And

Begin 1012.94 feet East and 25.00 feet South of the NW corner of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, thence run West 541.70 feet, thence run South 882.00 feet, thence run East 580.90 feet, thence run North 813.60 feet, thence run Northwesterly on the Westerly Right-of-way of Sylvan Avenue 78.24 feet to the Point of Beginning.

Less

Commence at the Southwest corner of the West 7.14 Chains of the North 14 Chains of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, thence run North 89 degrees 54 minutes 41 seconds East along the South line of said North 14 chains a distance of 40 feet to a point on the East Right-of-way line of County Road #431 (Orange Boulevard), said point being the Point of Beginning; thence continue North 89 degrees 54 minutes 41 seconds East, a distance of 431.24 feet to a point on the East line of the said West 7.14 Chains; thence run North 00 degrees 00 minutes 44 seconds East along said East line a distance of 17.00 feet to a point on the Northerly Right-of-way line of Fifth Street, 1ST. ADDITION TO SYLVAN LAKE, according to the plat thereof as recorded in Plat Book 4, Page 18 of the Public Records of Seminole County, Florida, said point lying 907 feet Southerly of the North line of the Northwest Quarter of said Section 31; thence run North 89 degrees 54 minutes 41 seconds East along said Northerly Right-of-way line a distance of 580.90 feet to a point on the West Right-of-way line of Emmett Avenue; thence run North 00 degrees 00 minutes 44 seconds East, along said West Right-of-way line a distance of 423.14 feet; thence leaving said West Right-of-way line South 89 degrees 54 minutes 41 seconds West, 1012.13 feet to a point on said East Right-of-way line of County Road #431; thence run South 00 degrees 00 minutes 57 seconds West along said East Right-of-way line a distance of 440.14 feet of the Point of Beginning; said parcel containing 10.000 acres more or less.

Exhibit "A" Official Records Book 3735 Page 0219

Commence at the Southwest corner of the West 7.14 Chains of the North 14 Chains of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, thence run North 89 degrees 54 minutes 41 seconds East, along the South line of said North 14 chains a distance of 40 feet to a point on the East Right-of-way line of County Road #431 (Orange Boulevard); thence continue North 89 degrees 54 minutes 41 seconds East, a distance of 431.24 feet to a point on the East line of the said West 7.14 Chains; thence run North 00 degrees 00 minutes 44 seconds along said East line a distance of 17.00 feet to a point on the Northerly Right-of-way line of Fifth Street, 1ST. ADDITION TO SYLVAN LAKE, according to the plat thereof as recorded in Plat Book 4, Page 18 of the Public Records of Seminole County, Florida, said point lying 907 feet Southerly of the North line of the Northwest 1/4 of said Section 31; thence run North 89 degrees 54 minutes 41 seconds East along said Northerly Right-of-way line a distance of 580.90 feet to a point on the West Right-of-way line of Emmett Avenue; said point being the Point of Beginning of subject property; thence run North 00 degrees 00 minutes 44 seconds East along said West Right-of-way line a distance of 423.14 feet; thence leaving said West Right-of-way line South 89 degrees 54 minutes 41 seconds West, 514.72 feet; thence run South 00 degrees 00 minutes 44 seconds West 423.14 feet to a point on the aforesaid Northerly Right-of-way line of Fifth Street; thence run North 89 degrees 54 minutes 41 seconds East along said Northerly Right-of-way line a distance of 514.72 feet to the Point of Beginning; said parcel contains 5.000 acres more or less.

AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY

STATE OF Florida  
COUNTY OF Seminole

COMES NOW, DANA A. BENNETT, being  
first duly sworn, who deposes and says:

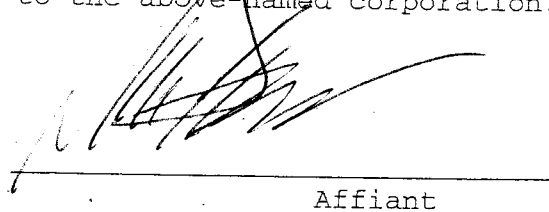
(1) That he/she is an officer of M/I HOMES OF ORLANDO, LLC, a  
corporation existing under the laws of the State of Florida, as its  
AREA PRESIDENT;

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

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

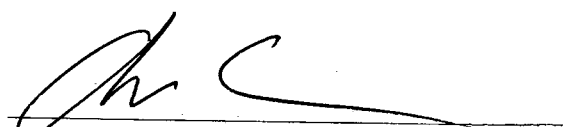
(3) That this Affidavit is made to induce Seminole County to  
issue a Sewer & Water Agreement for Seminole County to provide  
Sewer & Water service to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT.



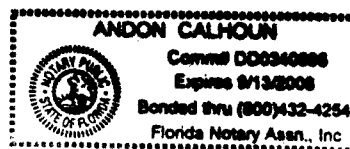
Affiant

The following Affidavit was signed, acknowledged and sworn to by  
Dana Bennett  being known to me  having provided  
November, 2009 as identification before me this 9 day of



Notary Public, State of Florida  
My commission expires:

Calk/misc/affofcorp



DD0340896

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**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:  
M/I HOMES OF ORLANDO LLC  
By: [Signature]  
Date: 6-10-05  
Witness [Signature]  
Witness Eric K. Wills

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA  
By: \_\_\_\_\_  
CARLTON HENLEY, Chairman  
Date: \_\_\_\_\_  
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

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  
6/7/05  
MI Homes release

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## Property Description

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