

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Sewer Capacity

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

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

Agenda Date <u>09/23/03</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 Sewer Capacity

BACKGROUND:

Release of sewer capacity between Seminole County and Charles W. Clayton Jr., and W. Malcolm Clayton, Trustees for the project known as Willa Springs Shopping Center for 2,025 gpd of sewer. Release of sewer capacity is due to sale of property. District 1

Reviewed by:
Co Atty: <u>N/A</u>
DFS: _____
Other: _____
DCM: <u><i>RS</i></u>
CM: <u><i>RS</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 Charles W. Clayton Jr., Trustee and W.Malcolm Clayton, Trustee whose address is 5405 Diplomat Cir. Orlando FL 32810, 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 April 25, 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) 0 gallons per day for potable water supply, and

(b) 2,025 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

[Signature]
Witness

Mr. Malcolm Clayton, TEE / CHARLES W. CLAYTON, JR., TEE
By: [Signature] [Signature]

[Signature]
Witness

Date: 8-26-03

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.

Amor E. Distra 9-3-03
County Attorney
SED/lpk
7/31/02
release water sewer capacity

EXHIBIT A

Lot 3, WILLA SPRINGS COMMERCIAL CENTER PHASE TWO-A, according to the Plat thereof, as recorded in the Plat Book 40, Pages 61,62 and 63 of the Public Records of Seminole County, Florida.