

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Capacity Developers Diversified

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

AUTHORIZED BY: [Signature] **CONTACT:** RB **EXT.** 2148
Dr. John Cirello, Director **Bob Briggs, Finance Magerer**

Agenda Date <u>11-01-06</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing
<input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00

MOTION/RECOMMENDATION:

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

BACKGROUND:

Release the water and sewer capacity between Seminole County and Developers Diversified Realty Corp., for the project known as Fern Park K-Mart additional capacity for 4,600 gpd of water and 4,600 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 \$11,914.00 for water and \$29,486.00 for sewer. District 4 – Henley

Reviewed by:
Co Atty: <u>9/28/06</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CESA07</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 Developers Diversified Realty an Ohio Corporation Corporation, whose address is 3300 Enterprise Parkway, Beachwood, OH 44122 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 June 13, 1987, (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) 4600 gallons per day for potable water supply, and
- (b) 4600 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

Betty West
Witness

Dean J. Goodrich
Witness

By: Jeff S. Padala

Date: 9/8/2006

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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. Debeck 9-28-06

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

LEGAL DESCRIPTION:

A part of the Southeast $\frac{1}{4}$ of Section 18, Township 21 S, Range 30 E, Seminole County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 18, Township 21 S, Range 30 E, thence N $1^{\circ} 56' 19''$ W, along the easterly line of said Section 18, a distance of 250.00 feet to the Point of Beginning of lands herein described; thence continue N $1^{\circ} 56' 19''$ W, along said easterly line, 359.13 feet to a point on the easterly Right-of-way line of U.S. Highway No 17 & 92, thence S $37^{\circ} 47' 22''$ W, along said easterly Right-of-way line, 458.89 feet; thence S $52^{\circ} 12' 38''$ E, departing from said easterly Right-of-way line of U.S. Highway No. 17 & 92, a distance of 58.61 ft; thence N $80^{\circ} 53' 00''$ E, 250.79 feet to a point on aforesaid easterly line of Section 18, Township 21 S, Range 30 E, said point being the Point of Beginning.

Containing 58019.8300 ft., 1.3320 acres.

OPTION PARCEL

LEGAL DESCRIPTION:

A part of Southeast $\frac{1}{4}$ of Section 18, Township 21 S, Range 30 E, Seminole County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 18, Township 21 S, Range 30 E, thence N $1^{\circ} 56' 19''$ W, along the easterly line of said Section 18, 140.00 feet to the Point of Beginning of lands herein described; thence continue N $1^{\circ} 56' 19''$ W along said easterly line, 110.00 feet; thence S $80^{\circ} 53' 00''$ W, 250.79 feet; thence S $74^{\circ} 20' 21''$ E, 260.41 feet to a point on aforesaid easterly line of Section 18, Township 21 S, Range 30 E, said point being the Point of Beginning.

Containing 13652.3700 feet, 0.3134 acres.

EXHIBIT A

Certification:

WE HEREBY CERTIFY that the herein described LAND SURVEY AND SKETCH are true and correct to the best of our knowledge and belief, that the herein was prepared under our direction and supervision, and that the herein conforms to the applicable requirements of Chapter 471 and rule 21HH (F.A.C.)

RALPH D. DENUZZIO AND ASSOCIATES, INC.