

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Sewer Capacity

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

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

Agenda Date <u>12-9-03</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. Trustee and W. Malcolm Clayton, Trustee for the project known as Willa Springs Commercial for 1,654 gpd of sewer. Release of sewer capacity is due to project build out. This results in a refund due in the amount of \$ 11,578.00 for sewer. District 1

Reviewed by:
Co Atty: <u>N/A</u>
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</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) 1,654 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:

[Signature]
Witness

DEVELOPER

W. Mylinda Clayton, Trust // CHARLES W. CLAYTON, TRUST
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.

Ann E. Dietrich 11-10-03
County Attorney
SED/lpk
7/31/02
release water sewer capacity

LEGAL DESCRIPTION

That portion of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Northwest corner of said Southwest 1/4 of Section 24; thence South $89^{\circ}25'39''$ East along the North line of said Southwest 1/4 for 2344.79 feet to the West line of the East 417.42 feet of said Southwest 1/4 of Section 24; thence South $01^{\circ}05'39''$ West for 70.00 feet to the South line of the North 70.00 feet of said Southwest 1/4 of Section 24 and POINT OF BEGINNING; thence North $89^{\circ}25'39''$ West along said South line for 196.24 feet to a point of curvature with a circular curve concave southeasterly; thence southwesterly along the arc of said curve having a radius of 25.00 feet and a central angle of $89^{\circ}28'42''$ for 39.04 feet to the point of tangency; thence South $01^{\circ}05'39''$ West for 363.47 feet to a point of curvature with a circular curve concave easterly; thence southerly along the arc of said curve having a radius of 470.00 feet and a central angle of $02^{\circ}49'39''$ for 23.19 feet; thence South $89^{\circ}54'21''$ East for 220.43 feet to the aforesaid West line of the East 417.42 feet of the Southwest 1/4 of Section 24; thence North $01^{\circ}05'39''$ East along said West line for 413.44 feet to the Point of Beginning.

Containing 2.09 acres, more or less.

NOTES:

1. Bearings Based On The North Line Of The SW 1/4 Of Section 24, Township 21 South, Range 30 East As Being $S89^{\circ}25'39''$ E. (Assumed).

Exhibit A