

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement

DEPARTMENT: Environmental Services

DIVISION: Water and Sewer

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement.

District 5 Brenda Carey

Gary Rudolph

BACKGROUND:

As part of the St. Johns River Water Management District Consumptive Use Permit (CUP) Number 8230 condition 22 for the Northwest Services Area of Seminole County, it states one of many options that included "selling reclaimed water to other users, such as golf courses, for their use in meeting landscape irrigations needs that will offset the use of groundwater". Additionally the CUP for the Heathrow Golf course had a condition recommending the use of reclaimed water to offset their groundwater use.

To meet these needs the County and the Heathrow Golf Course went into negotiations to see if there was an acceptable agreement that could be beneficial to both parties. This agreement provides for the County to receive real property known as Well Number Three which is presently used to augment their irrigation ponds and the groundwater allocation that goes with the well. In return the County will allow the Golf Course to hook up to the reclaimed water line and receive 10 years of free reclaimed water and future reclaimed water for 1/2 price from there after.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement.

ATTACHMENTS:

- 1. Agreement
- 2. Atty Aprvl Ltr

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)</p>
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SEMINOLE COUNTY AND HEATHROW COUNTRY CLUB PURCHASE
AND
RECLAIMED WATER SERVICE AGREEMENT

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 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and HEATHROW COUNTRY CLUB, L.L.C., a Florida limited liability company, whose address is 1275 Lake Heathrow Lane, Heathrow, Florida 32746, hereinafter referred to as "HEATHROW".

W I T N E S S E T H:

WHEREAS, HEATHROW, owns lands located in Seminole County, Florida, as described in Exhibit A and shown on the Sketch of Description in Exhibit B attached hereto and by reference made a part hereof, hereinafter referred to as Property, and has developed the Property as a recreational country club facility; and

WHEREAS, COUNTY is the owner and operator of a utility system which includes, but is not limited to, sanitary sewage collection, treatment, reclaimed water and disposal services; and

WHEREAS, HEATHROW and the COUNTY mutually agree to the receipt and provision of reclaimed water service to the Property as further described herein; and

WHEREAS, the COUNTY is willing to provide reclaimed water service to the Property and thereafter to operate the COUNTY's utility facilities so that HEATHROW will receive reclaimed water service from



COUNTY for golf course and landscape irrigation purposes only in accordance with the provisions of this Agreement; and

WHEREAS, the Board of County Commissioners (BCC), has the authority to purchase real and personal property pursuant to Chapter 125, Florida Statutes.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings and agreements herein contained and assumed as attachments hereto, HEATHROW and COUNTY hereby covenant and agree as follows:

SECTION 1. RECITALS. The foregoing premises are true and correct, and form a material part of this Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) "Heathrow's Point of Delivery" - The point where the reclaimed water service enters HEATHROW's Property or the point of connection of HEATHROW's installation to the COUNTY's system pursuant to Section 6.

(b) "Facilities" - See Utility Facilities.

(c) "FDEP" - The Florida Department of Environmental Protection, or its successor agency.

(d) "GPD" - Gallons per day.

(e) "Installation" - See Utility Facilities.

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(f) "Property" - The land described in Exhibit A and shown on the survey in Exhibit B attached hereto.

(g) "Service" or "Utility Service" - The readiness and ability of the COUNTY to furnish and maintain reclaimed water service to the point of delivery.

(h) "Service Rates" or "Rates" - The COUNTY's existing and future schedules of rates and charges for reclaimed water service, including meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general and uniform application within the COUNTY-wide water and sewer utility system.

(i) "Utility Facilities" or "Facilities" or "Installations" - Utility facilities means and includes all equipment, fixtures, pumps, lines, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide reclaimed water service to the Property whether located on-site or off-site. The words "Utility Facilities," "Water Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide reclaimed water service to the Property is up to 450,000 gallons per day based upon a rolling annual average, which is estimated to supply reclaimed water to approximately 250.37 acres of the Property. Capacity allocation is subject to the FDEP

(Section 403.021, Florida Statutes, and Chapter 62, Florida Administrative Code) approval of applicable permits for the Property. Should FDEP refuse to issue applicable permit(s) solely because capacity is not available, HEATHROW may request COUNTY to rescind the allocation of capacity.

SECTION 4. AGREEMENT TO SERVE. Upon the completion of construction of reclaimed water facilities, if any, by HEATHROW, satisfactory inspection and issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the reclaimed water facilities installed by HEATHROW to the central facilities of COUNTY and to provide reclaimed utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders  of the applicable governmental authorities. COUNTY agrees that once HEATHROW has connected to COUNTY's facilities, COUNTY will provide reclaimed water service to the Property subject to continued compliance by HEATHROW with all applicable COUNTY requirements for such service.

SECTION 5. COVENANT NOT TO OBSTRUCT. HEATHROW covenants and agrees that it will take no action to impugn the integrity of or adversely affect COUNTY's wastewater, water, or reclaimed water systems. HEATHROW further covenants that the Property shall not be used in a manner whereby the rights granted to COUNTY herein are directly or indirectly frustrated or adversely impacted.



SECTION 6. RECLAIMED WATER FACILITIES.

(a) The term "reclaimed water facilities" means and includes all reclaimed water distribution and supply mains, lines and pipes, meters, timers and related facilities, if any, adequate in size and design to serve the Property or as otherwise required by COUNTY. Such reclaimed water facilities shall be constructed and installed in accordance with federal, state and local laws, rules, regulations and ordinances and Chapter 62, Florida Administrative Code, and the master plans of the COUNTY as they relate to the water utility system. HEATHROW shall install all the reclaimed water facilities at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by COUNTY. HEATHROW shall construct the reclaimed water facilities in accordance with Section 7, "Procedures for Construction of Facilities" herein.

(b) The COUNTY's "Water Reuse Program Guidelines," hereinafter referred to as the "Guidelines," are hereby incorporated herein by reference. HEATHROW agrees to operate and maintain the facilities in compliance with the requirements and conditions set forth in the Guidelines. HEATHROW further agrees to maintain a copy of the Guidelines on-site and available for use by the person(s) responsible for daily operation and maintenance of the facilities. All plans, specifications, drawings, designs, and contracts relating in any way to the completion, installation or location of the facilities shall be subject to the COUNTY's prior approval. The COUNTY shall cause all documents to be reviewed within a reasonable time. The plans for the

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installation of the facilities are attached hereto and incorporated herein as Exhibit C. The Point of Delivery between the facilities and the COUNTY's utility system shall be the meter. HEATHROW shall connect the facilities to the COUNTY's reclaimed water facilities.

SECTION 7. PROCEDURES FOR CONSTRUCTION OF FACILITIES. HEATHROW agrees that construction of reclaimed water facilities as defined in Section 6 shall be in accordance with the following requirements:

(a) HEATHROW shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. HEATHROW shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) It shall be HEATHROW's responsibility to ensure that all construction and installation fully meet approved Plans, permits and applicable requirements of federal, state and local law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

SECTION 8. RECLAIMED WATER METER. A reclaimed water meter and enclosures necessary to serve the Property shall be installed by HEATHROW at the Point of Delivery. COUNTY shall designate the type, quality and size of said meter and enclosures and the costs thereof and associated installation charges shall be paid by HEATHROW. The reclaimed water meter and enclosures shall remain the property of COUNTY.

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SECTION 9. WATER QUALITY, DEMAND, AND SUPPLY. The COUNTY shall deliver reclaimed water that is of a quality consistent with the requirements of public access treatment levels as defined in Chapter 62, Florida Administrative Code, or its successor provision, and in a manner consistent with all applicable Federal, State and local laws and regulations, including, but not limited to, signage and noticing requirements. The COUNTY shall monitor chlorine and turbidity levels and otherwise sample the water in accordance with all applicable Federal, State and local laws and regulations. HEATHROW shall provide and maintain any pressure reducing or increasing equipment necessary to operate the facilities compatible with the pressure provided at the point of connection. Without implying or expressing any guaranteed daily flow, the COUNTY agrees to provide and HEATHROW covenants and agrees to accept between the hours of 10:00 a.m. and 4:00 p.m., approximately 120,000 gallons per day of reclaimed water for use on the Property based upon an annual average daily flow upon the Property. The aforementioned reclaimed water allocation may be exceeded up to the total amount of 450,000 gallons per day, provided there is excess reclaimed water available. The parties understand and acknowledge that the daily flow shall depend on diverse operating factors associated with the parties' operations such as, by way of illustration and not limitation, climatic conditions, regulatory requirements, supply availability, and public health, safety and welfare requirements, supply availability, and public health, safety and welfare requirements as determined by the parties. HEATHROW

SLB

covenants and agrees not to cause or allow any cross connections of reclaimed water and potable water and HEATHROW further covenants and agrees to provide a positive disconnect from any and all existing well systems or other water supplies that could allow backflow of reclaimed water into a potable water source.

SECTION 10. OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM. The COUNTY agrees to operate and maintain in good operating condition the COUNTY's facilities up to the Point of Delivery to the facilities. HEATHROW agrees to maintain the facilities in good operating condition on the Property in compliance with applicable Federal, State and local laws, rules and regulations.

SECTION 11. LIABILITY.

(a) The provisions of Section 403.135, Florida Statutes, are incorporated herein by reference  as if fully set forth herein verbatim. HEATHROW's liability shall be limited in accordance with said provisions of statutory law.

(b) All approvals granted by the COUNTY under the terms of this Agreement are for the use and benefit of the COUNTY only. No review or approval process by the COUNTY shall relieve HEATHROW of any liability that may arise from the use of any document or plan approved nor shall the COUNTY be deemed liable in any way based upon the approval or non-approval of any document or plan. All reviews by the COUNTY are solely for the purpose of determining operational acceptability by the COUNTY and for no other purpose whatsoever. Nothing in this Agreement shall be construed as a waiver, partial or



complete, of the COUNTY's sovereign immunity. HEATHROW shall comply with any and all directions from the COUNTY pertaining to protection of human or animal health and the environment, said directions including, but not being limited to, all Federal, State and local laws, rules, and regulations, generally, and specifically, requirements as to signage, labeling as required by law, the prevention of cross connection or any other act or omission that could cause human consumption or any other non-authorized use of reclaimed water, and prevention of the use of reclaimed water for any other purpose besides use in the facilities. This Agreement shall not be construed as conveying any right or interest to any third party who is not a party to this Agreement from either HEATHROW or the COUNTY and is for the benefit of the parties hereto only and their heirs, successors and assigns.



SECTION 12. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES. Any person or entity owning any part of the Property or any building or unit constructed or located thereon, shall not have any right, title, claim or interest to the COUNTY's reclaimed water facilities for any purpose, including the furnishing of reclaimed water services to others located within or beyond the limits of the Property.

SECTION 13. EXCLUSIVE RIGHT TO PROVIDE SERVICE. HEATHROW shall not engage in the business of providing reclaimed water service to the Property. HEATHROW hereby grants COUNTY the sole and exclusive right to provide reclaimed water services to the Property.

SECTION 14. SERVICE RATES. Notwithstanding the service rates enumerated in Section 2 of this Agreement and as consideration for HEATHROW's conveyance of real and personal property to the COUNTY as described in Exhibits A and B, HEATHROW shall receive from the COUNTY reclaimed water service for use on the Property at no charge for a period of ten (10) years from the date of execution of this Agreement. Subsequent to that initial ten (10) year period, COUNTY shall charge HEATHROW for reclaimed water service the rate of one half of COUNTY's bulk reclaimed water rate in effect at that time. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within thirty (30) days after the same are billed; provided that written notification of such delinquency has been made by COUNTY to HEATHROW. HEATHROW hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY. The COUNTY shall, if needed in an emergency situation, augment HEATHROW's reclaimed system through the facilities transferred hereunder.

SECTION 15. SERVICE. HEATHROW shall be responsible for connecting to the meter and/or lines of COUNTY system at the Point of



Delivery. The cost of construction, operation, maintenance, repair or replacement of facilities on the Property shall be the responsibility of HEATHROW and not the COUNTY.

SECTION 16. INSPECTION. COUNTY may, at its option and without notice, inspect HEATHROW's utility facilities at all times whether before or after acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for the construction or installation of HEATHROW's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of HEATHROW, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 17. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for HEATHROW's convenience or necessity shall be done at HEATHROW's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 18. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect any installations to COUNTY's Utility System, HEATHROW shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY. Additionally, HEATHROW shall, as conditions precedent to connection to COUNTY's Utility System, convey certain property, attached hereto and incorporated herein as Exhibit D Warranty Deed, and all infrastructure associated with said property as



depicted in the Bill of Sale, attached hereto and incorporated herein as Exhibit E. Further, HEATHROW shall, as a condition precedent to connection to the COUNTY's Utility System assign or cause to be assigned or transferred to the COUNTY in accordance with Rules 40C-1.612 and 2.351, Florida Administrative Code, the portion of Consumptive Use Permit Number 8258, the Heathrow PUD Golf Course which includes the potable water well and appurtenant infrastructure located on the real property conveyed to the COUNTY pursuant to subsection (c) herein and all rights and interests therein. Said Consumptive Use Permit was issued to HEATHROW by the St. Johns River Water Management District on October 10, 2006. A copy of said Assignment is attached hereto and incorporated herein as Exhibit F.

(a) Time and Place of Conveyance. Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to commence delivery of reclaimed water service to the Property. HEATHROW shall deliver the necessary instruments of conveyance as set forth in subsection (c) hereinbelow, properly executed, together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accepts same. Upon a vote to accept conveyance by the COUNTY Commission, the instruments of conveyance will be recorded by COUNTY in the public records of Seminole County and the COUNTY's obligations to provide service in accordance with this Agreement shall commence.



(b) Assurance of Title. HEATHROW shall, at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming HEATHROW's legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY's provision of reclaimed water service.

(c) Conveyance.

(1) HEATHROW shall convey all of its interest in the real property and installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens or other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by HEATHROW. HEATHROW shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY, if any, of said utility installations.

(2) Real and personal property taxes for the property described in Exhibit D if any, shall be the responsibility of HEATHROW



and prorated as of the dated of closing. Any corrective instruments required in connection with perfecting HEATHROW's title shall be prepared and recorded by HEATHROW prior to closing.

(3) HEATHROW, to the best of its knowledge and with respect to the property described in Exhibit D only, hereby represents and warrants to COUNTY the following:

(i) The property and all uses of the property have been and presently are in compliance with all federal, state, and local environmental laws except as herein disclosed to COUNTY.

(ii) No hazardous substances have been generated, stored, treated, or transferred on the property, except as herein disclosed to COUNTY.

(iii) HEATHROW has no knowledge of any spill or violation of any environmental law or regulation on any property contiguous to or in the vicinity of the property except as herein disclosed to COUNTY.

(iv) HEATHROW has not received or otherwise obtained knowledge of any spill or contamination on the property, any existing or threatened environmental lien against the property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the property except as herein disclosed to COUNTY.

(v) This Agreement contains no disclosures contemplated by this paragraph. HEATHEROW representations contained in this paragraph shall survive the closing.



(d) Manuals. HEATHROW shall provide COUNTY will all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 19. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

For COUNTY: SEMINOLE COUNTY
ATTN: Department of Environmental Services
1101 East First Street
Sanford, Florida 32771

For HEATHROW: HEATHROW COUNTRY CLUB, LLC
Attn: General Counsel
1275 Lake Heathrow Lane
Heathrow, Florida 32746

SECTION 20. COSTS AND ATTORNEY'S FEES. In the event COUNTY or HEATHROW brings an action to enforce this Agreement by court proceedings or otherwise, each party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if applicable.

SECTION 21. INTERPRETATION. HEATHROW and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.



SECTION 22. ASSIGNMENT. This Agreement may not be assigned by HEATHROW without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided HEATHROW's successor or assign expressly assumes HEATHROW's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether owned by HEATHROW excluding the existing sale of water solely for irrigation purposes to the Heathrow Master Association, Inc.

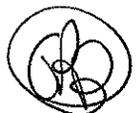
SECTION 23. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 24. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

SECTION 25. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter thereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.



SECTION 26. INDEMNIFICATION. HEATHROW shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or any act of omission in any manner related to said services irrespective of negligence, actual or claimed, upon the part of the COUNTY, its commissioners, officers, agents or employees. This Agreement by HEATHROW, to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability, claims, suits or losses and on damages growing out of same.

SECTION 27. COUNTERPARTS AND HEADINGS. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

SECTION 28. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.



SECTION 29. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

WITNESSES:

HEATHROW COUNTRY CLUB, a Florida limited liability company

[Signature]
Signature

By: [Signature]
GEORGE APOSTOLICAS
Managing Member

Paul Roeker
Print Name)

Date: July 20, 2007

Maria M. Catineau
Signature

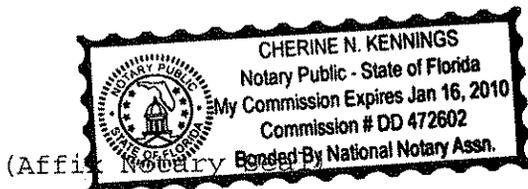
MARIA M. CATINEAU
(Print Name)



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GEORGE APOSTOLICAS, the Managing Member of Heathrow Country Club, LLC, a Florida Limited Liability company, who is duly authorized to execute the foregoing on behalf of the corporation and who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July, 2007.



[Signature]
Notary Public; State of Florida
Chérine N. Kennings
Printed Name

[Handwritten mark]

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 its _____,
2007, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

SED/sb/lpk
10/26/06 6/11/07 6/13/07 7/9/07

Attachments:

- Exhibit A - Legal Description
- Exhibit B - Sketch of Description
- Exhibit C - Facility Installation Plans
- Exhibit D - Warranty Deed (Heathrow Well Site)
- Exhibit E - Bill of Sale
- Exhibit F - Consumptive Use Permit No.

P:\USERS\SDIETRICH\ENVIRONMENTAL SVCS\HEATHROW RECLAIMED WATER AGMT.DOC

LEGAL DESCRIPTION

A tract of land being a portion Section 12, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at a the most Easterly corner of Lot 17, of the plat *CLUBSIDE AT HEATHROW*, as recorded in Plat Book 54, Pages 89 and 90, of the Public Records of Seminole County, Florida; thence N.50°10'03"E., a distance of 51.84 feet; thence N.04°15'05"E., a distance of 30.40 feet to a point at the Northeast corner of Tract "B", of the aforesaid plat *CLUBSIDE AT HEATHROW*; thence N.52°50'50"E., a distance of 293.20 feet; thence S.74°35'39"E., a distance of 72.86 feet; thence N.15°24'36"E., a distance of 49.99 feet; thence N.69°55'37"W., a distance of 182.18 feet to the **POINT OF BEGINNING**; thence S.12°46'06"W., a distance of 25.64 feet; thence N.74°31'13"W., a distance of 20.02 feet; thence N.12°46'06"E., a distance of 27.26 feet; thence S.69°55'37"E., a distance of 20.16 feet to the **POINT OF BEGINNING**.

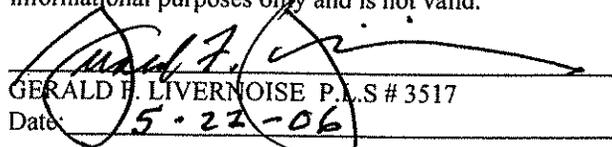
Containing 529 square feet or 0.012 acres, more or less.

T06-C82

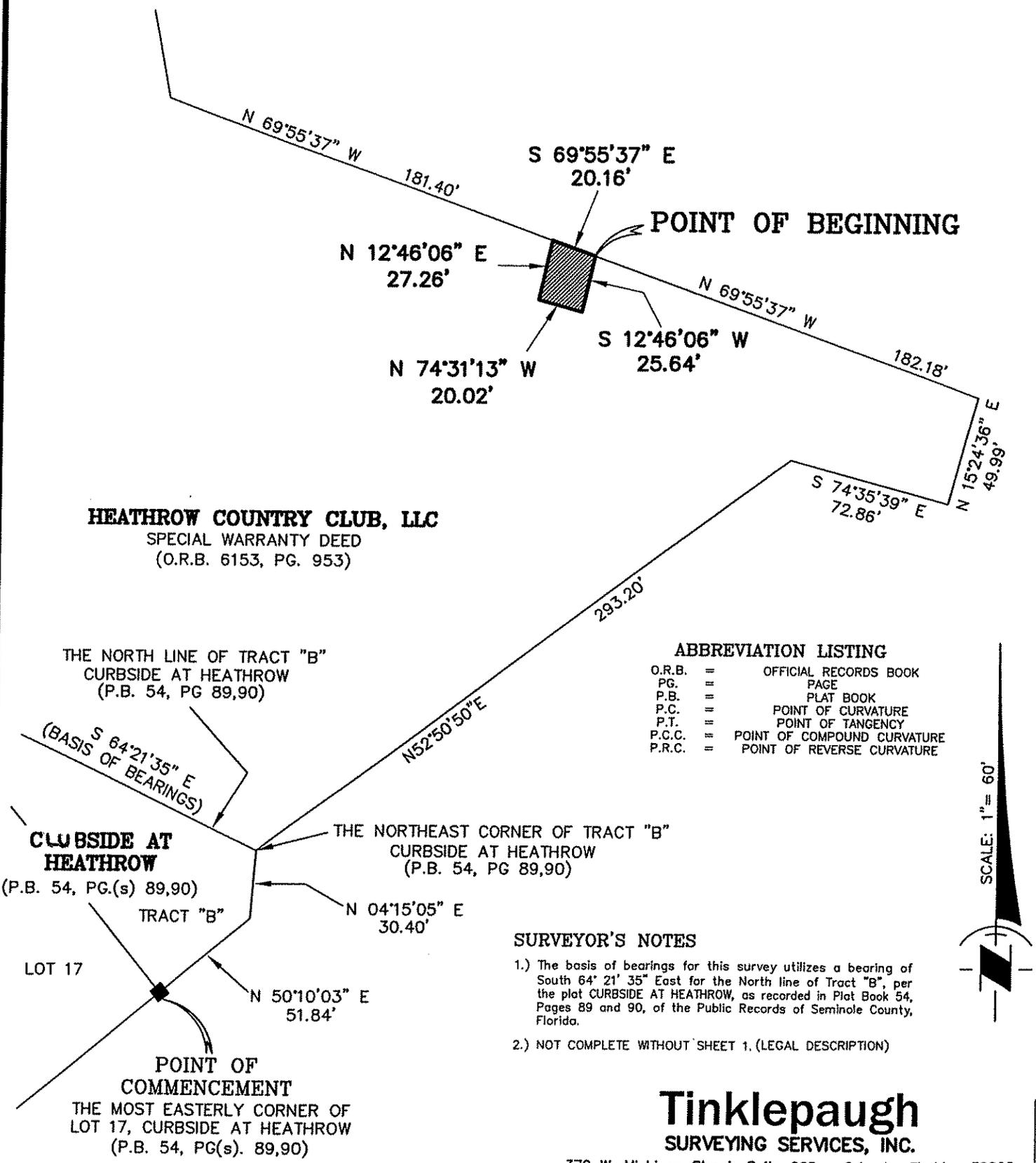
Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.


GERALD F. LIVERNOISE P.L.S # 3517
Date: 5-22-06

ATTACHMENT B
SKETCH OF DESCRIPTION
 — NOT A SURVEY —



ABBREVIATION LISTING

O.R.B. =	OFFICIAL RECORDS BOOK
PG. =	PAGE
P.B. =	PLAT BOOK
P.C. =	POINT OF CURVATURE
P.T. =	POINT OF TANGENCY
P.C.C. =	POINT OF COMPOUND CURVATURE
P.R.C. =	POINT OF REVERSE CURVATURE

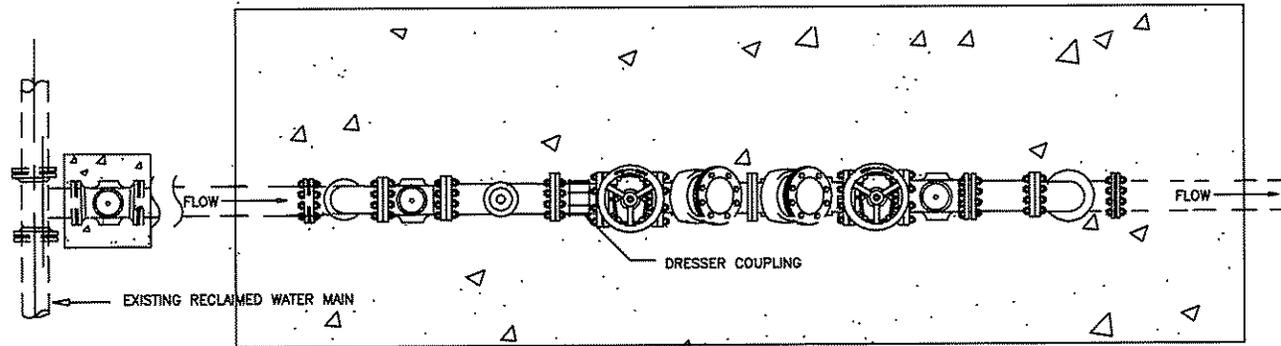
- SURVEYOR'S NOTES**
- 1.) The basis of bearings for this survey utilizes a bearing of South 64° 21' 35" East for the North line of Tract "B", per the plat CURBSIDE AT HEATHROW, as recorded in Plat Book 54, Pages 89 and 90, of the Public Records of Seminole County, Florida.
 - 2.) NOT COMPLETE WITHOUT SHEET 1. (LEGAL DESCRIPTION)



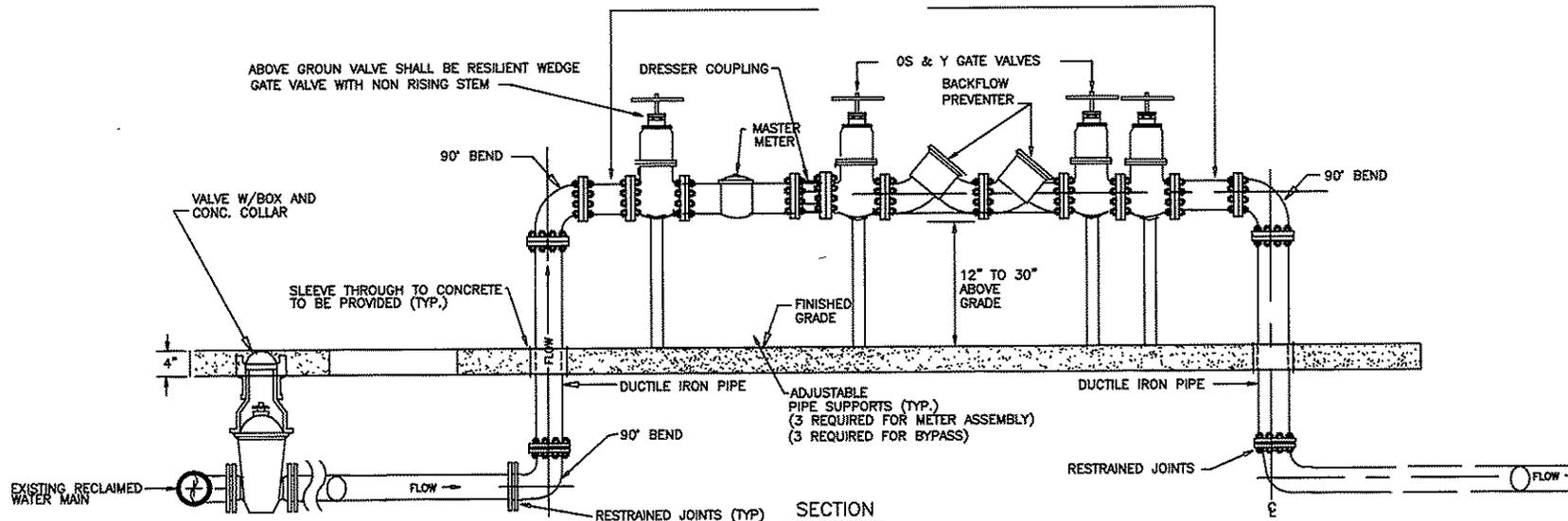
Tinklepaugh
SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806

Tele. No. (407) 422-0957 Fax No. (407) 422-6915
 LICENSED BUSINESS No 377R



PLAN



SECTION

NOTES:

1. THE OWNER/CUSTOMER, AT HIS OR HER OWN EXPENSE, SHALL INSTALL, OPERATE, TEST AND MAINTAIN APPROVED BACKFLOW PREVENTION ASSEMBLIES, AS DIRECTED BY THE WATER AND SEWER DIVISION. ALL PIPE AND FITTINGS, LABOR, AND APPURTENANCES SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
2. THREE (3) INCH METERS AND ABOVE SHALL BE ABOVE GROUND INSTALLATIONS.
3. ALL PIPE AND FITTINGS THREE (3) INCHES AND LARGER SHALL BE RESTRAINED JOINT DUCTILE IRON PIPE. ABOVE GRADE JOINTS SHALL BE FACTORY-FLANGED. BELOW GRADE SHALL BE MECHANICAL RESTRAINED JOINT ENDS.
4. PIPING AND APPURTENANCES SHALL BE PAINTED PANTONE PURPLE 522C. PVC PIPE SHALL BE COLORED FROM THE FACTORY WITH PANTONE PURPLE 522C USING LIGHT STABLE COLORANTS.
5. BACKFLOW PREVENTER REQUIREMENTS, SHALL BE A DOUBLE CHECK VALVE ASSEMBLY OR AIR GAP.
6. METER SHALL BE CAPABLE OF ACCURATELY MEASURING THE ENTIRE RANGE OF EXPECTED FLOWS AND THE TYPE AND MANUFACTURE SHALL BE APPROVED BY THE UTILITY.
7. CONCRETE PAD SHALL EXTEND 3 FT. OUT FROM OUTSIDE EDGE OF ABOVE GROUND PIPING, ALL AROUND, AND SHALL BE MONOLITHIC AND CONTINUOUS.
9. SEMINOLE COUNTY'S LINE OF RESPONSIBILITY AFTER SYSTEM ACCEPTANCE AND APPROVED FOR USE BY REGULATORY AUTHORITY, DOWNSTREAM OF METER IS THE OWNER/CUSTOMERS RESPONSIBILITY.

3" AND LARGER RECLAIMED METER & BACKFLOW PREVENTER
HEATHROW COUNTRY CLUB RECLAIMED SERVICE

EXHIBIT C

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

WARRANTY DEED

THIS WARRANTY DEED is made this 9th day of August, 2007, between **HEATHROW COUNTRY CLUB**, a limited liability corporation existing under the laws of the State of Florida, whose mailing address is 1275 Lake Heathrow Lane, Heathrow, Florida 32746, hereinafter called the "GRANTOR" and **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 called the "GRANTEE".

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein.

Property Appraiser's Parcel Identification Number 12-20-29-300-0180-0000.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Jenna Coppola
Signature

Jenna Coppola
(Print Name)

Maria M. Catineau
Signature

MARIA M. CATINEAU
(Print Name)

HEATHROW COUNTRY CLUB, a Florida limited liability company

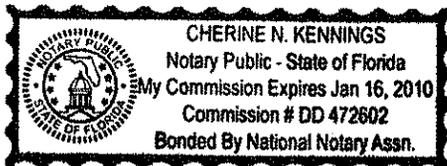
By: [Signature]
GEORGE APOSTOLICAS
Managing Member

Date: August 9, 2007

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **GEORGE APOSTOLICAS**, well known to me to be the **Managing Member**, of the corporation named as GRANTOR in the foregoing deed, and that they severally acknowledged to and before me that they executed such instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of that corporation.

9th **WITNESS** my hand and official seal in the County and State last aforesaid this August, 2007



[Signature]
Notary Signature

Cherrine N. Kennings
Printed Notary Signature

My Commission Expires: Jan 16, 2010

Attachment:
Exhibit "A" - Legal Description

LEGAL DESCRIPTION

A tract of land being a portion Section 12, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at a the most Easterly corner of Lot 17, of the plat *CLUBSIDE AT HEATHROW*, as recorded in Plat Book 54, Pages 89 and 90, of the Public Records of Seminole County, Florida; thence N.50°10'03"E., a distance of 51.84 feet; thence N.04°15'05"E., a distance of 30.40 feet to a point at the Northeast corner of Tract "B", of the aforesaid plat *CLUBSIDE AT HEATHROW*; thence N.52°50'50"E., a distance of 293.20 feet; thence S.74°35'39"E., a distance of 72.86 feet; thence N.15°24'36"E., a distance of 49.99 feet; thence N.69°55'37"W., a distance of 182.18 feet to the **POINT OF BEGINNING**; thence S.12°46'06"W., a distance of 25.64 feet; thence N.74°31'13"W., a distance of 20.02 feet; thence N.12°46'06"E., a distance of 27.26 feet; thence S.69°55'37"E., a distance of 20.16 feet to the **POINT OF BEGINNING**.

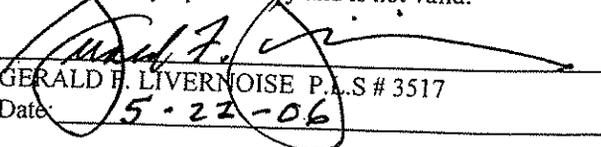
Containing 529 square feet or 0.012 acres, more or less.

T06-C82

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.


GERALD F. LIVERNOISE P.A.S # 3517

Date: 5-22-06

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that HEATHROW COUNTRY CLUB, LLC, a limited liability corporation existing under the laws of the State of Florida, whose mailing address is 1275 Lake Heathrow Lane, Heathrow, Florida 32746, hereinafter referred to as SELLER, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by 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 BUYER, the receipt of which is hereby acknowledged by the SELLER, has granted, bargained, sold, transferred and delivered to BUYER, its successors, heirs, executors, administrators and assigns forever, the following property, hereinafter referred to as PROPERTY:

One (1) Layne Vertical Turbine Well Pump (Serial No. 103013), twenty feet (20') of twelve inch (12") discharge pipe, a McCrometer Flow Meter, a control and power supply system of three (3) control panels, a meter can, a power disconnect and a control cabinet and any and all appurtenant infrastructure associated with the aforesaid Layne Vertical Turbine Well Pump.

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The PROPERTY conveyed herein may include water lines and appurtenant infrastructure, facilities, or systems which will become the responsibility of the BUYER. The SELLER represents that any and all infrastructure, facilities, or systems located in, upon, or within the conveyed PROPERTY are free from all latent and patent design, construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

HEATHROW COUNTRY CLUB, a Florida limited liability company

Jenna Coppola
Signature

By: GE
GEORGE APOSTOLICAS
Managing Member

Jenna Coppola
(Print Name)

Date: August 9, 2007

Maria M. Catineau
Signature

MARIA M. CATINEAU
(Print Name)

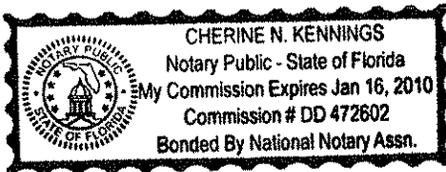
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **GEORGE APOSTOLICAS**, well known to me to be the **Managing Member**, of the corporation named as GRANTOR in the foregoing deed, and that they severally acknowledged to and before me that they executed such instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of that corporation.

9th WITNESS my hand and official seal in the County and State last aforesaid this day of August, 2007

[Signature]
Notary Signature

Cherine N. Kennings
Printed Notary Signature



My Commission Expires: Jan 16, 2010

EXHIBIT F

From: Lori Burklew [mailto:lburklew@sjrwmd.com]
Sent: Monday, July 16, 2007 9:48 AM
To: Paul Roecker
Cc: James Hollingshead; James Lemine; Rudolph, Gary
Subject: RE: Heathrow Country Club Permit Split and Transfer (#8258)

Paul-

We did receive your letter with a request for permit transfer. We are awaiting a submittal from the County requesting the same. When I spoke with Gary Rudolf last week, he said the County was still waiting on signed documents finalizing sale of the well to the County. When we receive that final documentation and the request from the County we will move forward with an administrative split to this permit. Call me if we need to discuss.

Lori

Lori M. Burklew, P.G.
Hydrologist
Cell No. 407/620-8154
Alt. Spgs. 407/659-4832

From: Paul Roecker [mailto:paulr@heathrowland.com]
Sent: Monday, July 09, 2007 2:21 PM
To: Lori Burklew
Cc: Dietrich, Susan
Subject: Heathrow Country Club Permit Split and Transfer

Lori,

Thanks for your help in this matter. Have you received our request to split the permit? Do you need any additional information from Heathrow?

Paul Roecker
Heathrow Land Company
1275 Lake Heathrow Lane
Heathrow, FL 32746
(407) 333 1400



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Department of Environmental Services

From: Susan E. Dietrich, ^{sed}Assistant County Attorney
Ext. 5736

Date: September 26, 2007

Subject: Seminole County and Heathrow Country Club
Purchase and Reclaimed Water Service Agreement

Pursuant to your request, I reprinted page 19 of the captioned Agreement. In addition, I again reviewed the Agreement and attached Exhibits "A," "B," "C," "D," and "F". The Agreement and accompanying Exhibits are legally acceptable to the County as submitted and ready for placement on the next available Board of County Commissioners' agenda. Please advise Paul Roecker, counsel for Heathrow Country Club, LLC, of the page 19 reprint.

Should you have questions concerning or require further information, please let me know.

SED/sb

Attachment:

Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement

cc: Bob Briggs, Manager, Finance Division, Department of Environmental Services