

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to the Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Amendment to Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

On March 13, 2007, Exhibit "G" to the Conditional Utility Agreement for Sewer Service was approved by the BCC. Section 3b of the Agreement states that "Subject to the terms of this Agreement, the OWNER shall commence construction of the Sewer System within eight (8) months and complete construction within sixteen (16) months of execution of the Agreement." Due to the economy, the Developer has requested to extend the construction commencement and completion dates to January 2009 and 2010, respectively, with no deviation from the approved cost amount of \$41,396.00.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Amendment to Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By: <input type="checkbox"/> County Attorney Review (Susan Dietrich)
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AMENDMENT TO EXHIBIT "G" SEWER AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Agreement made and entered into on the 13th day of March, 2007, between **METROPOLIS HOMES CO.**, whose address is 128 Colonial Drive, Orlando, Florida 32801, hereinafter referred to as "OWNER," 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 referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the OWNER and COUNTY entered into the above referenced Agreement on March 13, 2007, to set forth the terms and conditions upon which the COUNTY shall reimburse the OWNER for construction of an off-site sewer system and other appurtenant facilities to serve certain property owned by OWNER; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Sewer System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement,

agrees to accept the Sewer System from OWNER and pay for the cost of construction thereof upon completion of the Sewer System. OWNER represents and warrants that:

(a) OWNER shall cause the Sewer System to be designed, permitted and constructed. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the right-of-way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site sewer main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Sewer System on or before February 1, 2009 and complete construction of the Sewer System on or before February 1, 2010



(c) OWNER's agreement to construct and convey the Sewer System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other sewer transmission, collection and meter facilities necessary to provide sewer service to OWNER's Property pursuant to the Conditional Utility Agreement For Sewer Service.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of this Agreement, as originally set forth in said Agreement.

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

WITNESSES:

Jennifer Florida
Signature

JENNIFER FLORIDA
Print Name

[Signature]
Signature

MANSOUR CHAFFAR POUR
Print Name

METROPOLIS HOMES CO

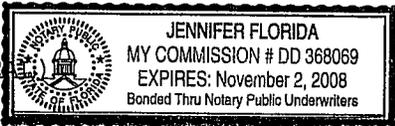
By: [Signature]
MANSOUR MAX SABETI, President

Date: 7-18-08

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that, on this 18 day of July, 2008, before me, the officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mansour Max Sabeti as President of Metropolis Homes Co., a corporation organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

(NOTARY SE



Jennifer Florida
Signature

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____, 200__, regular meeting.

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney
SED/sb
6/24/08
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