



## Interoffice Memorandum

April 12, 2021

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**FROM:** Ed Torres, MS, PE, LEED AP, Director  
Utilities Department

A handwritten signature in black ink, appearing to read "Ed Torres", with a long, sweeping horizontal line extending to the right.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda**  
**April 27, 2021 BCC Meeting**  
**Second Amendment to Agreement between Orange County**  
**Research and Development Authority and Orange County**  
**Contact Person: Lindy A. Wolfe, P.E., LEED AP, Manager**  
**Utilities Engineering Division**  
**407-254-9918**

On March 5, 1981, Orange County and the Orange County Research and Development Authority (Authority) entered into an Agreement addressing the provision of utility services and distribution within the Authority's research and development park, and amended the Agreement on February 26, 1990, to revise territorial boundaries. The Authority requested a second amendment to the Agreement to transfer a portion of the Authority's water and wastewater territory into Orange County Utilities' water and wastewater territory.

This second amendment also allows modifications to the Authority's territorial area by letter agreement signed by the County's Utilities Director and Authority's Executive Director for 50 acres or less. Boundary alterations greater than 50 acres require approval by each party's governing board.

The County Attorney's Office and Risk Management Division reviewed this agreement and find it acceptable. Utilities Department staff recommends approval.

**Action Requested:** Approval and execution of Second Amendment to Agreement by and between Orange County and Orange County Research and Development Authority to transfer a portion of the Authority's water and wastewater territory into Orange County Utilities' water and wastewater territory and allow modifications to the Authority's territorial area by letter agreement.

**District 5.**



## OFFICE OF COMPTROLLER

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**ORANGE  
COUNTY  
FLORIDA**

**Phil Diamond, CPA**  
County Comptroller as  
Clerk of the Board of County Commissioners  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, FL 32802  
Telephone: (407) 836-7300  
Fax: (407) 836-5359

DATE: April 29, 2021

TO: Lindy A. Wolfe, Manager  
Utilities Engineering Division, BCC

FROM: Katie Smith, Deputy Clerk *CAS forks*  
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Utilities Department Consent Item 2,  
Legislative File #21-491, April 27, 2021

Enclosed is the Second Amendment to Agreement (3 originals) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on April 27, 2021.

Please forward the document to all required parties for signature.

**Email copies of the fully-executed documents to [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com).**

*Note: [ClerkofBCC@occompt.com](mailto:ClerkofBCC@occompt.com) is used only for County staff submission of pending documents.*

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before May 27, 2021, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:cas

Enclosures (3)

dl: Ed Torres, Director, Utilities Department, BCC [email]  
Chris Testerman, Deputy County Administrator, BCC [email]  
Luci Rowe, Executive Assistant, Utilities Department, BCC [email]  
Pending File

## **Second Amendment to Agreement**

**This Second Amendment to Agreement** (the “**Second Amendment**”) is made and entered into as of the date of last execution below (the “**Effective Date**”) by and between **Orange County**, a charter county and political subdivision of the State of Florida (the “**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and the **Orange County Research and Development Authority** (the “**Authority**”), a research and development authority organized and existing under Part V of Chapter 159, Florida Statutes, whose address is 12424 Research Parkway, Suite 100, Orlando, Florida, 32826. The County and the Authority may also be referred to individually as a “**Party**” or collectively as the “**Parties**.”

### **Background**

- A.** The Authority and the County entered into that Agreement (the “**Original Agreement**”) dated March 5, 1981 and recorded on January 29, 1982 in Official Records Book 3256, Page 1876, of the Public Records of Orange County, Florida.
- B.** The Authority and the County also entered into that Amendment to the Agreement approved by the Board of County Commissioners on February 26, 1990 and recorded on March 2, 1990 in Official Records Book 4162, Page 0241, of the Public Records of Orange County, Florida (the “**First Amendment**”).
- C.** The Original Agreement provides, among other things, that the County has no obligation to provide sewer and water utility services to the real property described on Exhibit “A” to the Original Agreement (the “**Authority’s Territorial Area**”), and the owners of real property within the Authority’s Territorial Area have no obligation to connect their real property to the County’s public sewer and water utility systems or otherwise be served by the County’s public sewer and water utility systems.
- D.** The Authority’s Territorial Area was modified by the First Amendment through exclusion of the real property described on Exhibit “A-1” (the “**Excluded Property No. 1**”) and Exhibit “A-2” (the “**Excluded Property No. 2**”) of the First Amendment.
- E.** The Parties desire to further modify the Authority’s Territorial Area as set forth in this Second Amendment, and add a provision allowing future modifications of less than 50 acres to the Authority’s Territorial Area to be accomplished by letter agreement, as specified below.
- F.** The Original Agreement, the First Amendment and this Second Amendment collectively constitute the “**Territorial Service Area Agreement**.”

In consideration of the promises stated in this Second Amendment, the Parties agree as follows:

### **Terms of Agreement**

1. **Recitals.** All of the recitals set forth above are true and correct and are incorporated in and made a part of this Second Amendment by this reference.
2. **Modifications to the Authority's Territorial Area.** The parcel of property as depicted and described in Exhibit "A-3" attached to this Second Amendment will not be served water and sewer service by the Authority and will be excluded from the Authority's Territorial Area (the "**Excluded Property No. 3**") only after offsite utility improvements required to connect to the County's water and wastewater systems, which shall be constructed at no cost to the County, have been accepted by the County. The County shall thereafter have the right to provide water and sewer service to Excluded Property No. 3 without any claim or right of the Authority.
3. **Future Modifications of the Authority's Territorial Area.** Recognizing that future circumstances, coupled with good engineering practice and economical operation, may necessitate modifications to the Authority's Territorial Area as herein described, the Parties agree that such Authority's Territorial Area may be modified by mutual consent.
  - a. Changes to the boundary that modify the Authority's Territorial Area by 50 acres or less may be accomplished by written letter agreement signed by the County's Director of Utilities and the Authority's Executive Director, and each such letter agreement will become an amendment to the Territorial Service Area Agreement. Documents transferring areas in the aggregate of 50 acres or less shall include a legal description and map of the areas to be added to or removed from the Authority's Territorial Area.
  - b. For boundary modifications transferring greater than 50 acres, the Party desiring such modification shall prepare documents fully describing the modification of the Authority's Territorial Area, which documents must be approved by the governing boards of each Party.
4. **Agreement in full force.** Except as expressly modified by this Second Amendment, the Original Agreement and First Amendment remain unchanged and in full force and effect.
5. **Exhibits.** The exhibits attached to this Second Amendment are an inherent part of it.

*(SIGNATURES ON SUBSEQUENT PAGES)*

The Parties have caused this Second Amendment to be executed as of the dates indicated below by their duly authorized representatives.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

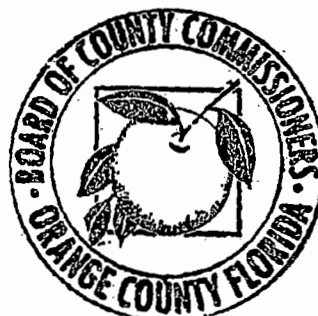
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: APR 27 2021

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Print: Katie Smith



**ORANGE COUNTY RESEARCH AND  
DEVELOPMENT AUTHORITY,**  
A research and development authority

By: Joe Wallace  
Joe Wallace  
Executive Director  
Orange County Research and  
Development Authority

Date: 3/18/2021

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization this 18th day of MARCH, 2021, by  
JOE WALLACE as EXECUTIVE DIRECTOR of the Orange County Research and  
Development Authority, who ☒ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

Notary Public: Cynthia J. Sloan

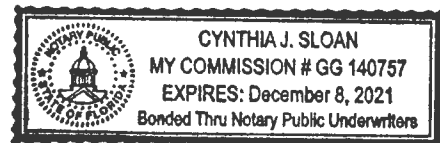
Printed Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Seal:



# SKETCH OF DESCRIPTION

**Project Name:**

**Science and Technology Land Use Plan**

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

DESCRIPTION: Territorial Agreement.

A portion of Lot 1, UNIVERSITY SOUTH – UNIT ONE, according to Plat thereof, as recorded in Plat Book 5, Page 86, Public Records of Orange County, Florida, more particularly described as follows:

Commencing at the Southerly most corner of Lot 1, UNIVERSITY SOUTH-UNIT ONE, as recorded in Plat Book 5, Page 86, Public Records of Orange County, Florida, run North 31 degrees 45 minutes 51 seconds West along the Northeasterly right of way line of Lokanotosa Trail, as shown on said plat a distance of 159.51 feet for the POINT OF BEGINNING; thence continue North 31 degrees 45 minutes 51 seconds West along said right of way line 324.70 feet to the point of curvature of a curve concave Southwesterly having a radius of 649.25 feet; thence run Northwesterly along the arc of said curve and said right of way line 104.54 feet through a central angle of 09 degrees 13 minutes 33 seconds to the Westerly most corner of said Lot 1; thence run North 49 degrees 00 minutes 36 seconds East along the West line of said Lot 1 a distance of 253.00 feet; thence North 06 degrees 34 minutes 24 seconds East along said West line of Lot 1 a distance of 0.53 feet to the North line of Section 15, Township 22 South, Range 31 East; thence run North 87 degrees 29 minutes 09 seconds East along said North line 60.00 feet; thence South 00 degrees 01 minutes 54 seconds West 158.72 feet; thence South 77 degrees 57 minutes 51 seconds East 320.33 feet to the Westerly right of way line of Solterra Parkway; thence run South 12 degrees 02 minutes 09 seconds West along said Westerly right of way line a distance of 129.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 488.12 feet; thence run Southwesterly along the arc of said curve 195.10 feet through a central angle of 22 degrees 54 minutes 04 seconds to a point; thence from a tangent bearing of South 34 degrees 54 minutes 02 seconds run North 89 degrees 57 minutes 51 seconds West 227.16 feet to the POINT OF BEGINNING.  
CONTAINS ±166,394 SQUARE FEET OR 3.82 ACRES

## SURVEYORS NOTES

1. Bearings based on the West right of way line of Technology Parkway as being S12°02'09"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062 (3).
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 01/05/2021 per FAC 5J-17.062 (2).

REVISED 01/05/2021

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 – SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 11/13/2020

DRAWN BY: BP SCALE: 1" = 120'

PB5-PG86-LOT1-SKETCH

James R. Shannon  
Digitally signed by  
James R Shannon  
Date: 2021.01.05  
09:33:17 -05'00'

JAMES R. SHANNON JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER

Exhibit A-3  
Page 1 of 2

