

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Interlocal agreement between and among Seminole County, the City of Lake Mary, the Seminole County Sheriff, and Seminole Community College relating to the Seminole Community College Property and Project located within the Heathrow International Business Center

**DEPARTMENT:** Planning and Development **DIVISION:** Planning

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Tony Matthews **EXT.** 7373

<b>Agenda Date</b> <u>02/24/04</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>	<b>Public Hearing – 7:00</b> <input type="checkbox"/>		

**MOTION/RECOMMENDATION:**

1. Authorize chairman to execute the attached interlocal agreement between and among Seminole County, the City of Lake Mary, the Seminole County Sheriff, and Seminole Community College wherein the City of Lake Mary defers and subordinates its jurisdiction and authority for planning, permitting, inspection, development, construction, future use, occupancy, and operation of the Seminole Community College Property and Project to Seminole County, and defers and subordinates its jurisdiction and authority, including that of the City's Police Department, to the Seminole County Sheriff for law enforcement and code enforcement with regard to that portion of the Seminole Community College Property and Project that is within both the City of Lake Mary and also within the Heathrow International Business Center, with staff findings; or
2. Do not authorize chairman to execute the attached interlocal agreement between and among Seminole County, the City of Lake Mary, the Seminole County Sheriff, and Seminole Community College wherein the City of Lake Mary defers and subordinates its jurisdiction and authority for planning, permitting, inspection, development, construction, future use, occupancy, and operation of the Seminole Community College Property and Project to Seminole County, and defers and subordinates its jurisdiction and authority, including that of the City's Police Department, to the Seminole County Sheriff for law enforcement and code enforcement with regard to that portion of the Seminole Community College Property and Project that is within both the City of Lake Mary and also within the Heathrow International Business Center; or
3. Continue this item to a date and time certain.  
(District 5 – Commissioner McLain) (Tony Matthews, Principal Planner)

**BACKGROUND:**

On October 14, 2003, the Board of County Commissioners approved the First Amendment to the Third Amended and Restated Development of Regional Impact (DRI) Development Order and the

<b>Reviewed by:</b>
<b>Co Atty:</b> <u>KJC</u>
<b>DFS:</b> _____
<b>Other:</b> <u>MW</u>
<b>DCM:</b> <u>SS</u>
<b>CM:</b> <u>TL</u>
<b>File No.</b> <u>cpdp01</u>

First Amendment to the Third Amended and Restated Commitments, Classification and District Description for the Heathrow International Business Center Planned Unit Development (PUD). Section 6 and Section V3 of the DRI development order and PUD commitment agreement, respectively, include language (i.e., Development Review Contingency) stating that in the event an individual construction project is located in both Seminole County and the City of Lake Mary, either jurisdiction may defer its jurisdictional authority to approve, permit and inspect the construction project and also to defer law enforcement and code enforcement responsibilities to the other jurisdiction.

The enclosed interlocal agreement will implement the option by the City of Lake Mary to defer and subordinate its jurisdiction and authority for planning, permitting, inspection, development, construction, future use, occupancy, and operation of the Seminole Community College Property and Project to Seminole County, and defer and subordinate its jurisdiction and authority, including that of the City's Police Department, to the Seminole County Sheriff for law enforcement and code enforcement with regard to that portion of the Seminole Community College Property and Project that is within both the City of Lake Mary and also within the Heathrow International Business Center (see enclosed location map). This agreement must be accomplished prior to Seminole Community College submitting of constructions plans.

**STAFF FINDINGS AND RECOMMENDATION:**

Recommend chairman execute the attached interlocal agreement between and among Seminole County, the City of Lake Mary, the Seminole County Sheriff, and Seminole Community College wherein the City of Lake Mary defers and subordinates its jurisdiction and authority for planning, permitting, inspection, development, construction, future use, occupancy, and operation of the Seminole Community College Property and Project to Seminole County, and defers and subordinates its jurisdiction and authority, including that of the City's Police Department, to the Seminole County Sheriff for law enforcement and code enforcement with regard to that portion of the Seminole Community College Property and Project that is within both the City of Lake Mary and also within the Heathrow International Business Center, with the following findings:

1. Approval of the proposed interlocal agreement will grant Seminole County governmental officers jurisdiction for planning, permitting, inspection, development, construction, future use, occupancy, operation, law enforcement, and code enforcement for the Seminole Community College Property and Project, thus eliminating duplication of governmental services and resulting in a more efficient and effective method of development approval and enforcement activities.
2. Approval of the proposed interlocal agreement will memorialize the agreement of the respective parties to grant certain governmental powers and jurisdiction over the Seminole Community College property and project to Seminole County officers.

**Attachments:** Interlocal Agreement, pages from development order and PUD agreement and location map

**STATUS OF APPROVAL OF AGREEMENT:**

As of February 12, 2004, the Seminole Community College, City of Lake Mary and Seminole County Sheriff have executed the attached agreement.

**Attachments:** Interlocal Agreement, pages from development order and PUD agreement and location map.

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Miranda F. Fitzgerald, Esquire  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802-2809

**INTERLOCAL AGREEMENT REGARDING SITE IN  
HEATHROW INTERNATIONAL BUSINESS CENTER**

**THIS INTERLOCAL AGREEMENT** (“Agreement”), made and entered into on and as of the Effective Date (hereinafter defined) by, between and among **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the “County”), the **CITY OF LAKE MARY, FLORIDA**, a municipal corporation established under the laws of the State of Florida, (the “City”), the **SHERIFF OF SEMINOLE COUNTY, FLORIDA**, a constitutional officer of the State of Florida, (the “Sheriff”) and **THE DISTRICT BOARD OF TRUSTEES OF SEMINOLE COMMUNITY COLLEGE**, a political subdivision of the State of Florida (“SCC”).

**WITNESSETH:**

**WHEREAS**, SCC is the record owner of certain real property situate in Seminole County, Florida which is legally and more particularly described on Exhibit A attached to and by reference made a part of this Agreement (the “SCC Property”); and

**WHEREAS**, the SCC Property is located partially within the jurisdictional boundaries and limits of unincorporated Seminole County and partially within the jurisdictional boundaries and corporate limits of the City; and

**WHEREAS,** the SCC Property is also located within and a part of Heathrow International Business Center Planned Unit Development (“HIBC”), a development of regional impact, as defined in Section 380.06, Florida Statutes; and

**WHEREAS,** HIBC is the subject of several Development of Regional Impact Development Orders approved, adopted and issued, respectively, by (a) the Board of County Commissioners of Seminole County (with respect to those portions of HIBC located in unincorporated Seminole County) entitled “Third Amended and Restated Development Order Heathrow International Business Center (Seminole County)” which is recorded in Official Records Book 4091 at Pages 0109 et seq. of the Public Records of Seminole County, Florida and the “First Amendment to the Third Amended and Restated Development Order Heathrow International Business Center, which is recorded in Official Records Book 5116 at Pages 0574 et seq. of the Public Records of Seminole County, Florida; and (b) by the City Commission of the City of Lake Mary (with respect to those portions of HIBC located within the corporate limits of the City of Lake Mary) entitled “Third Amended and Restated Development Order Heathrow International Business Center (City of Lake Mary)” which is recorded in Official Records Book 4113 at Pages 0186 et seq. of the Public Records of Seminole County, Florida and the “First Amendment to the Third Amended and Restated Development Order Heathrow International Business Center” which is recorded in Official Records Book 5095 at Pages 1489 et seq. of the Public Records of Seminole County, Florida, (together, the “Development Orders”); and

**WHEREAS,** HIBC is also the subject of several Planned Unit Development Agreements approved and executed, respectively, by (a) the Board of County Commissioners of Seminole County (with respect to those portions of HIBC located in unincorporated Seminole County) entitled “Heathrow International Business Center Planned Unit Development Third Amended

and Restated Commitments, Classification and District Description (Seminole County)” which is recorded in Official Records Book 4091 at Pages 0145 et seq. of the Public Records of Seminole County, Florida and the “First Amendment to the Third Amended and Restated Commitments, Classification and District Description Heathrow International Business Center Planned Unit Development” which is recorded in Official Records Book 5116 at Pages 0563 et seq. of the Public Records of Seminole County, Florida and (b) the City Commission of the City of Lake Mary (with respect to those portions of HIBC located within the corporate limits of the City) entitled “Heathrow International Business Center Planned Unit Development Third Amended and Restated Commitments, Classification and District Description (City of Lake Mary) which is recorded in Official Records Book 4113 at Pages 0151 et seq. of the Public Records of Seminole County, Florida and the “First Amendment to the Third Amended and Restated Commitments, Classification and District Description Heathrow International Business Center Planned Unit Development (City of Lake Mary) which is recorded in Official Records Book 5095 at Pages 1477 et seq. of the Public Records of Seminole County, Florida (together, the “PUD Agreements”); and

**WHEREAS**, among other things, the Development Orders and the PUD Agreements contemplate the potential that a particular real estate development project within HIBC may lie within the jurisdictional limits or boundaries, respectively, of both the County and the City and, in such event, provide that either of said governmental jurisdictions or entities may opt to defer its jurisdictional power and authority over that portion of any such project located within its jurisdictional limits or boundaries to the jurisdictional power and authority of the other; and

**WHEREAS**, SCC desires to plan, permit, develop, construct, use, occupy and operate upon the SCC Property a college/university campus and office facility with related

improvements, including parking areas and other amenities (collectively, the “Project”), a portion of which, when developed and constructed, will lie within the jurisdictional limits or boundaries of the unincorporated County and a portion of which will lie within the jurisdictional limits or boundaries of the incorporated City; and

**WHEREAS**, the parties to this Agreement desire now to reach and memorialize certain agreements with respect to the exercise of certain governmental powers and jurisdiction over the SCC Property and the Project;

**NOW, THEREFORE**, for and in consideration of the premises hereof and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, stipulate and agree as follows, to wit:

1. **CITY DEFERRAL OF JURISDICTION; CODE ENFORCEMENT.** In accordance with the provisions of the Development Orders and the PUD Agreements, the City, with respect to that portion of the SCC Property and the Project lying within its jurisdictional limits and boundaries, hereby agrees to defer and subordinate its right to exercise governmental power and jurisdictional authority over the planning, permitting, inspection, development and construction of the Project and the future use, occupancy and operation of the SCC Property and the Project, to the County, which shall, henceforth and hereafter, have, and hereby agrees to exercise, exclusive governmental power and jurisdictional authority over the planning, permitting, inspection, development and construction of the Project and the future use, occupancy and operation of the SCC Property and the Project in a manner consistent with the Development Orders and the PUD Agreements. It is expressly agreed that, by virtue of the foregoing deferral and subordination of the City’s jurisdiction over that portion of the SCC

Property and the Project located within the corporate limits and boundaries of the City, the various Codes and Ordinances of the County, rather than, and to the exclusion of, the various Codes and Ordinances of the City, shall apply to and govern and control the planning, permitting, inspection, development and construction of the Project, as well as the future use, occupancy and operation of the SCC Property and the Project, notwithstanding any conflicts or inconsistencies between the respective Codes and Ordinances of the County and the Codes and Ordinances of the City in those, or any other respects. It is expressly provided, however, that in the event that any Codes or Ordinances of the County shall be in conflict with the terms and provisions of the Development Orders and/or the PUD Agreements, the terms and provision of the Development Orders and/or PUD Agreements shall control and take precedence over the Codes and Ordinances of the County. In furtherance of the foregoing, the County shall henceforth be entitled to exercise exclusive jurisdiction and control over all aspects of the planning, permitting, inspection, development and construction of the Project and the future use, occupancy and operation of the SCC Property and the Project without further notice to or involvement of the City in all respects other than for notifications under Chapter 380.06 Florida Statutes involving substantial deviations and notifications of proposed change.

2. **CITY DEFERRAL OF JURISDICTION; LAW ENFORCEMENT AND CODE ENFORCEMENT.** Also in accordance with the provisions of the Development Orders and the PUD Agreements, the City, with respect to that portion of the SCC Property and the Project lying within its jurisdictional limits and boundaries, hereby agrees to defer and subordinate its governmental power and jurisdictional authority, including that of the City's Police Department, with respect to law enforcement and code enforcement, to the Sheriff, which shall, henceforth and hereafter, have, and hereby agrees to exercise, exclusive police power and



jurisdictional authority over, for and with respect to all aspects of law enforcement and code enforcement affecting the SCC Property and the Project and the future use, occupancy and operation of the Project as a college/university campus and office facility and any other future permitted use to which the Project may be put following its planning, permitting, inspection, development and construction. In the exercise of such exclusive jurisdiction over the SCC Property and the Project for law enforcement and code enforcement purposes by the Sheriff, it is expressly agreed that, by virtue of the foregoing deferral and subordination of the City's jurisdiction over that portion of the SCC Property and the Project located within the corporate limits and boundaries of the City with respect to law enforcement and code enforcement, the Sheriff shall apply and enforce the various Laws and Ordinances of the County and the State of Florida rather than, and to the exclusion of, the various Laws and Ordinances of the City which shall henceforth and hereafter not be applied to or enforced with respect to the SCC Property and the Project in any respect. By virtue of such deferral and subordination of jurisdiction over law enforcement and code enforcement activities with respect to the SCC Property and/or the Project, the City shall henceforth be and is hereby relieved of and released from any responsibility or liability for law enforcement and code enforcement activities on the SCC Property and/or with respect to the Project and its future use, occupancy and operation as aforesaid.

3. **JOINDER OF SHERIFF.** The Sheriff joins in the execution of this Agreement for the express purposes of acknowledging, consenting and agreeing to the foregoing provisions of Paragraph 2 of this Agreement and hereby agrees to assume, exercise and discharge full police power jurisdiction, authority and responsibility for and over all law enforcement and code enforcement activities with respect and pertaining to the SCC Property and the Project and its future use, occupancy and operation as a college/university campus and office facility.

4. **JOINDER OF SCC.** SCC joins in the execution of this Agreement for the express purposes of acknowledging, consenting and agreeing to the aforesaid deferral and subordination of jurisdiction by the City to the jurisdiction of the County and the Sheriff, respectively, for the planning, permitting, inspection, development and construction of the Project and all future law enforcement and code enforcement activities with respect to the future use, occupancy and operation of the Project and for the further purpose of acknowledging, consenting and agreeing, and SCC does hereby agree, that henceforth and hereafter, (a) with respect to code enforcement, the Codes and Ordinances of the County, rather than the Codes and Ordinances of the City, shall apply to the planning, permitting, inspection, development and construction of the Project as well as the future use, occupancy and operation of the SCC Property and the Project and, (b) with respect to law enforcement and code enforcement, the Laws and Ordinances of the County and State of Florida, rather than the Laws and Ordinances of the City, shall apply to all law enforcement and code enforcement activities in respect of the future use, occupancy and operation of the SCC Property and the Project.

5. **BINDING EFFECT.** This Agreement and each of the foregoing covenants, terms and provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, specifically including, without limitation, any users and occupants of the SCC Property and the Project.

6. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. **EFFECTIVE DATE.** This Agreement shall be effective immediately upon the date of its execution by the last of the parties hereto to execute the same.

8. **DURATION.** Notwithstanding anything to the contrary set forth herein, this Agreement shall be effective and binding on the parties for so long, and only for so long, as SCC shall be the record owner of the SCC Property. Accordingly, should the SCC Property be re-conveyed by SCC to HIBC Development Company (the grantor in that certain Special Warranty Deed recorded in Official Records Book 04613 at Pages 1491 et seq. of the Public Records of Seminole County, Florida) or sold or otherwise conveyed by SCC to a third party for a use other than the Project contemplated herein, this Agreement shall thereupon automatically cease, terminate and expire.

**IN WITNESS WHEREOF** each of the above-named parties to this Agreement has caused this Agreement to be executed in its name in manner and form sufficient to bind it by its undersigned officer(s) and/or representative(s) thereunto duly authorized as of the day and year first above written.

**[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]**

**SEMINOLE COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

ATTEST:

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

As authorized for execution by the Board  
of County Commissioners at their regular  
meeting of \_\_\_\_\_, 2004

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

\_\_\_\_\_  
County Attorney

Signed, sealed and delivered in the presence of the following witnesses:

**CITY OF LAKE MARY, FLORIDA**, a municipal corporation established under the laws of the State of Florida

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Name of Witness

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its City Clerk

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2004 by \_\_\_\_\_, as Mayor, and \_\_\_\_\_ as City Clerk, of the City of Lake Mary, Florida, a municipal corporation established under the laws of the State of Florida, on behalf of said municipal corporation. Each of them is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

**SHERIFF OF SEMINOLE COUNTY, FLORIDA**, a constitutional officer of the State of Florida

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Donald F. Eslinger  
Its Sheriff

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2004 by Donald F. Eslinger, as Sheriff of Seminole County, Florida, a constitutional officer of the State of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

**THE DISTRICT BOARD OF TRUSTEES OF SEMINOLE COMMUNITY COLLEGE,**  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
E. Ann McGee, Secretary of the District Board of Trustees of Seminole Community College and President of the College

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this \_\_\_ day of \_\_\_\_\_, 2004 by E. Ann McGee, as Secretary of the Board of Trustees of Seminole Community College and as President of Seminole Community College, on behalf of said Board of Trustees and said College. She is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### SCC PROPERTY

A tract of land lying in Section 6, Township 20 South, Range 30 East and Section 1, Township 20 South, Range 29 East, Seminole County, Florida; and being more particularly describes as follows:

Commence at the Southwest corner of Section 6, Township 20 South, Range 30 East and run North 00E04'17" West along the West line of the Southwest 1/4 of said Section 6 for a distance of 793.40 feet to the POINT OF BEGINNING; thence departing said West line and run South 57E10'06" West, a distance of 18.71 feet to a point on the Easterly line of Reduced AAA Drive as recorded in O.R.B. 3930, Pg. 1918 of the Public Records of Seminole County, Florida; said point lying on a curve concave Easterly having a tangent bearing of North 13E16'54" West and a radius of 875.00 feet; thence run Northerly along the arc of said curve through a central angle of 13E16'54" for a distance of 202.83 feet; thence departing said Easterly line and run North 90E00'00" West along the North line of said Reduced AAA Drive for a distance of 75.00 feet to a point on a curve concave Easterly having a radius of 950.00 feet and a tangent bearing of North 00E00'00" East thence departing said North line of the Reduced AAA Drive and run Northerly through a central angle of 28E16'18" for a distance of 468.76 feet to a point on the Westerly right of way line of Banana Lake Road as per the Right of Way deed as recorded in Official Records Book 674, Page 223 of the Public Records of Seminole County, Florida; thence run South 00E04'17" East along said right of way line for a distance of 111.99 feet to a point on the South line of the North 1/2 of the Southwest 1/4 of said Section 6; thence run South 89E57'02" East, along said South line and the South line of Banana Lake Road for a distance of 33.00 feet; thence departing said South line and run North 00E04'17" West along the East line of the aforesaid Right of Way Deed for a distance of 168.49 feet to a point on a curve concave Southeasterly having a radius of 950.00 feet and a tangent bearing of North 32E12'55" East; thence run Northeasterly along the arc of said curve through a central angle of 12E00'10" for a distance of 199.01 feet to a point on the Westerly line of RETENTION POND 98 as per the Special Warranty Deed as recorded in Official Records Book 3982, Page 0800 of the Public Records of Seminole County, Florida; thence run Southerly along said Westerly line for the following courses: South 19E06'23" East, a distance of 122.03 feet to a Point of Curvature of a curve concave Northeasterly having a radius of 203.07 feet; thence run Southeasterly along the arc of said curve through a central angle of 62E33'26" for a distance of 221.72 feet to a Point of Reverse Curvature of a curve concave Southwesterly and having a radius of 102.28 feet; thence run Southeasterly along the arc of said curve through a central angle of 58E11'44" for a distance of 121.74 feet to a Point of Compound Curvature of a curve concave Westerly and having a radius of 308.83 feet; thence run Southerly along the arc of said curve through a central angle of 13°21'00" for a distance of 71.96 feet to the Point of Tangency, thence South 00E07'04" East, a distance of 164.05 feet; thence South 57E10'06" West, a distance of 231.38 feet to a point on the Northwesterly line of that parcel as described in Official Records Book 3624, Page 1434 of the Public Records of Seminole County, Florida; thence continue South 57E10'06" West along said Northwesterly line for a distance of 305.20 feet to the POINT OF BEGINNING.

Containing 6.391 Acres, more or less.



## EXCERPT FROM DRI DEVELOPMENT ORDER

6. **Development Review Contingency:** In the event an individual construction project is located in both Seminole County and the City of Lake Mary, either jurisdiction may opt to defer its jurisdictional authority to approve, permit and inspect the construction project to the other jurisdiction. In accordance with this provision, the City of Lake Mary may defer its authority to Seminole County with respect to the property owned by SCC (the "SCC Property") located partially within the County (in a portion of Tract B of HIBC) and partially within the City (in a portion of Tract D of HIBC). SCC, as the developer of the college/university facility proposed for the SCC Property acknowledges by its signature below, that the City of Lake Mary may defer permitting, inspection, code enforcement or law enforcement responsibilities regarding the SCC Property or the college/university facility to be constructed thereon. To implement this option a separate Interlocal Agreement among the City of Lake Mary, Seminole County and SCC will be needed. SCC further acknowledges that an Interlocal Agreement among the City of Lake Mary, the Seminole County Sheriff's Office and SCC addressing code enforcement and law enforcement issues must be finalized prior to SCC's construction plan submittal. A single Interlocal Agreement among the City of Lake Mary, Seminole County, the Seminole County Sheriff's Department and SCC may be executed in lieu of two separate Interlocal Agreements.

## EXCERPT FROM PUD COMMITMENT AGREEMENT

**Development Review Contingency:** In the event an individual construction project is located in both Seminole County and the City of Lake Mary, either jurisdiction may opt to defer its jurisdictional authority to approve, permit and inspect the construction project to the other jurisdiction. In accordance with this provision, the City of Lake Mary may defer its authority to Seminole County with respect to the property owned by SCC (the "SCC Property") located partially within the County (in a portion of Tract B of HIBC) and partially within the City (in a portion of Tract D of HIBC). SCC, as the developer of the college/university facility proposed for the SCC Property acknowledges by its signature below, that the City of Lake Mary may defer permitting, inspection, code enforcement or law enforcement responsibilities regarding the SCC Property or the college/university facility to be constructed thereon. To implement this option a separate Interlocal Agreement among the City of Lake Mary, Seminole County and SCC will be needed. SCC further acknowledges that an Interlocal Agreement among the City of Lake Mary, the Seminole County Sheriff's Office and SCC addressing code enforcement and law enforcement issues must be finalized prior to SCC's construction plan submittal. A single Interlocal Agreement among the City of Lake Mary, Seminole County, the Seminole County Sheriff's Department and SCC may be executed in lieu of two separate Interlocal Agreements.

**Interlocal Agreement Regarding Site in Heathrow International Business Center  
Site is Seminole Community College Property - 04-25000001**

