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JOINT PLANNING AREA INTERLOCAL AGREEMENT

BETWEEN

ORANGE COUNTY

AND

THE CITY OF MOUNT DORA

This Joint Planning Area Interlocal Agreement is made and entered into between Orange County, Florida, a political subdivision of the State of Florida ("County") and the City of Mount Dora, Florida, a Florida municipal corporation ("City").

RECITALS

WHEREAS, County and City wish to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Part II of Chapter 163, Florida Statutes, and as a corollary thereto, Rule 9J-5 Florida Administrative Code, address the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare; and

WHEREAS, Section 163.01(4) and (5), Florida Statutes, provides that a public agency of the State, as defined by Section 163.01(3) may exercise jointly by contract with any other public agency of the State any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, County and City are public agencies within the meaning of Section 163.01(3), Florida Statutes; and

WHEREAS, Section 163.3171(3), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may create under the joint agreement; and

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of local comprehensive plans of adjacent jurisdictions (e.g., County and City) and the State comprehensive plan, together with a specific policy statement indicating the relationship of the proposed developments (e.g., the development of the hereinbelow defined Property) to the comprehensive plans of the adjacent jurisdiction; and

WHEREAS, County and City desire to engage in joint planning with respect to certain real property located in Orange County, adjacent to the City of Mount Dora, comprising approximately 1,265 acres and depicted on Exhibit "A" attached hereto (the "Joint Planning Area") to be developed with the uses and intensities set forth in Section III(B) hereinbelow and at the locations generally depicted on the conceptual land use plan set forth in Exhibit "A" attached hereto (the "Conceptual Plan"); and

WHEREAS, in connection with County's approval of a comprehensive plan amendment providing for the development of the Joint Planning Area in accordance with the Conceptual Plan, County and City wish to assure that the Joint Planning Area will be developed in a manner consistent with their respective comprehensive plans adopted pursuant to the provisions of Chapter 163, Florida Statutes; and

WHEREAS, because of the location of the Joint Planning Area and the uses of the lands

contiguous thereto, it would be appropriate for the Joint Planning Area land use to be designated as a Growth Center in the Orange County 1990-2010 Comprehensive Policy Plan and approved for development pursuant to the terms, conditions, and limitations set forth in this Agreement and the Conceptual Plan; and

WHEREAS, County and City have entered into this Agreement to ensure that the development activity proposed to occur in the Joint Planning Area will be consistent with the Conceptual Plan, together with any amendments with respect to same which will be prepared, submitted and approved pursuant to the procedures set forth in this Agreement; and

WHEREAS, in order to ensure that development in the Joint Planning Area is compatible and complimentary with the character and development standards of City, County has agreed to require that all development in the Joint Planning Area must comply with certain design standards of City, except as provided in the County's Planned Development Ordinance utilized within the Joint Planning Area; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, City and County have the right to enter into a joint planning agreement for the purposes of working together to jointly plan the development of the Joint Planning Area; and

WHEREAS, Section 163.01(13), Florida Statutes, provides that the powers and authority granted by said section are in addition and supplemental to those granted by other general, local or special laws and nothing contained in such section is deemed to interfere with the application of any such other laws; and

WHEREAS, City and County have (i) full power and authority to enter into this Agreement, (ii) taken all necessary actions and obtained all necessary approvals to enter into this Agreement and

to perform the terms and conditions of this Agreement, and (iii) duly authorized, executed and delivered this Agreement such that this Agreement constitutes the legal, valid and binding obligations of City and County, respectively; and

WHEREAS, this Agreement does not conflict with, and is not prohibited or limited by any agreement, contract or instrument to which the City or County is a party, or by which they are bound, or any statute, law, ordinance, rule or regulation applicable to them or by which they are bound.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the County and City do hereby agree as set forth hereinbelow.

ARTICLE 1

INCORPORATION OF RECITALS

The above recitals are incorporated herein and made a part of this Agreement.

ARTICLE 2

PURPOSE AND AUTHORITY OF AGREEMENT

A. The purpose of this Agreement is to (i) set forth the conditions and procedures under which the County and City will accomplish joint planning of the area subject to this Agreement, (ii) confirm that the County and City have jointly approved the Conceptual Plan which shall become applicable to the Joint Planning Area; (iii) set forth the circumstances and procedures under which the County and City shall jointly review and approve any amendments to the Conceptual Plan with respect to the Joint Planning Area, (iv) set forth the circumstances and procedures under which development approvals will be given for development within the Joint Planning Area, and (v) set forth the terms and conditions of utility service to the property in question.

B. This Agreement is executed pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes.

ARTICLE 3

APPROVAL OF CONCEPTUAL PLAN AND DEVELOPMENT REQUIREMENTS

A. County and City are respectively required by the provisions of Chapter 163, Florida Statutes, to prepare comprehensive plans for lands located within their respective jurisdictions.

B. The Conceptual Plan sets forth the following uses and intensities with respect to the Joint Planning Area:

LAND USE	ACREAGE	SQ. FT.	UNITS	DENSITY
Low Density Residential	1,070		2,461	2.3DU/AC
Low/Medium Density Residential	90		450	5.0DU/AC
Existing Commercial	9	90,000		
Additional Comm.	18	180,000		
Office	10	100,000		
Elementary School	15			
Park	10			
Conservation/Wetlands	43			
TOTALS	1,265	370,000	2,911	

C. The development activity contemplated to occur within the Joint Planning Area will have a material effect upon lands located within the City. Consequently, with respect to the Joint Planning Area, City is and shall be materially affected by the development of the Joint Planning

Area in accordance with the Conceptual Plan or future modifications to the Conceptual Plan or future modifications to the Conceptual Plan with respect to the Joint Planning Area.

D. County agrees that it will require all new development within the Joint Planning Area to be approved as a planned development under the provisions of the Orange County Code. Comprehensive Plan Amendments within the Joint Planning Area shall be consistent with the Conceptual Plan.

E. County acknowledges that, as a condition of approval for all development within the Joint Planning Area, County shall require that, in addition to applicable County standards, such development shall comply with certain design standards of the City except as provided in the Planned Development Ordinance, which ordinance shall conform to the terms hereof and the Conceptual Plan approved hereunder. Notwithstanding the foregoing, all development within the Joint Planning Area shall meet City standards for landscaping and signage. Any variance request to these signage and landscape regulations shall be processed by the City. The decision of the City on any variance from the signage and landscape regulations shall be final and not appealable to the Orange County Board of County Commissioners.

F. City hereby approves and consents to the Conceptual Plan and the development of the Joint Planning Area in accordance with the Conceptual Plan. City further acknowledges and agrees that County may approve and permit development of the Property which is consistent with the Conceptual Plan and the terms and conditions of this Agreement, together with any amendments to same adopted pursuant to this Agreement without further approval or consent by City.

ARTICLE 4

AMENDMENT TO CONCEPTUAL PLAN WITH RESPECT TO THE PROPERTY

Any amendments to the Conceptual Plan or substantial changes described below, shall be processed jointly by County and City, and shall not be effective unless jointly approved by County and City. Notwithstanding the foregoing, City approval shall not be required for any administrative or non-substantial change or amendment to the Conceptual Plan to the extent that same can be processed or approved by County staff or a planning or review board or committee of the County without submittal to the Board of County Commissioners. For purposes of this Agreement, substantial changes shall be considered the following types of changes or amendments:

- A. A change which would include a land use not previously permitted under the approved PD zoning.
- B. A change which would alter the land use type adjacent to a property boundary.
- C. A change which would require an amendment to the conditions of approval.
- D. A change which would increase the land use intensity within any development phase without a corresponding decrease in some other portion of the overall PD.
- E. An amendment to the phasing which would propose a land use in advance of the development it was designed to support.

City shall receive copies of the applications, staff reports and minutes or record approving any such change or amendment, including notice of final approval of same. Further, City shall be given notice of the County's Development Review Committee ("DRC") meeting, or any other staff committee meeting reviewing development hereunder. City shall have the opportunity to participate in such hearing. The City may appeal any such decision by the DRC to the Board of County

Commissioners pursuant to Orange County Code, Section 34-29(b).

For any amendment requiring City approval, City shall proceed in good faith to hold a public hearing and to approve or disapprove any requested change or amendment with respect to the Conceptual Plan as soon as reasonably possible. City and County acknowledge that the owner or developer of the affected property shall have all rights and remedies available at law with respect to any approval or disapproval issued by City with respect to any portion of the Joint Planning Area pursuant to this Agreement, including the right to appeal or seek judicial review of the same. However, this agreement shall not be construed as conferring any third-party beneficiary rights upon any person not a party hereto.

ARTICLE 5

NOTICE OF MODIFICATIONS TO CONCEPTUAL PLAN

County shall provide to City notices of all proposed amendments with respect to Conceptual Plan which are filed on or after the date of this Agreement and, with respect to such proceedings, City shall be considered a materially affected person.

ARTICLE 6

CENTRAL WATER AND WASTEWATER SERVICE

This Agreement is expressly conditioned upon the execution and fulfillment of that certain Agreement between County and City of even date herewith entitled "City of Mount Dora/Orange County Water and Wastewater Service Territorial Agreement." Any material breach of that Agreement may be considered a breach of this Agreement by the non-breaching party.

ARTICLE 7

AMENDMENT TO COMPREHENSIVE PLANS

Subsequent to the execution and approval of this Agreement, City and County shall amend the intergovernmental coordination element of their respective comprehensive plans to incorporate by reference this Agreement and any amendments thereto. Orange County shall also amend the future land use map to depict the boundaries of the Joint Planning Area.

ARTICLE 8

EXCHANGE OF INFORMATION

A. Notice of proposed development approvals shall be provided between the parties. In particular, County shall provide the City with a copy of any application (including any site plans required thereby) for a Development of Regional Impact ("DRI"), comprehensive plan amendments, rezoning, subdivision, site development plan, special exception, or variance which is proposed in the Joint Planning Area, and City shall likewise provide the County with a copy of any such application (including any site plans required thereby) for any property within the City limits and included within a one (1) mile area adjacent to the Joint Planning Area. Upon a specific written request, on a case-by-case basis, by a party, the other party shall provide the requesting party with notification of receipt of an application for development other than for a DRI, comprehensive plan amendment, rezoning, subdivision, site development plan, special exception, or variance.

B. Within ten (10) working days of receipt of a development application from a party, the other party shall indicate in writing whether an objection may be made. If notice of a forthcoming objection is made, the party having jurisdiction over the application shall delay any action on the application until the other party has had an adequate period to review the application,

and to submit the written objection thereto, which period shall not exceed thirty (30) days from receipt of notice of the application.

C. City comments shall be forwarded to the County Planning Director. Any County comments shall be forwarded to the City's Community Development Director. These respective officials shall ensure that the comments are introduced at the appropriate public hearings.

ARTICLE 9

TERMS

A. This Agreement shall become effective upon the latest date of execution of the parties hereto and shall be enforced for a term (the "Term") expiring January 1, 2047, unless terminated sooner by mutual agreement.

ARTICLE 10

DEFAULT

A. In the event of a default by any party hereto, the non-defaulting party or parties shall have such rights and remedies provided by law and equity, including injunctive relief.

B. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default.

C. Notwithstanding the provisions of subparagraph A and B above, before exercising any remedy at law or equity, a non-defaulting party shall provide written notice to the other party of an asserted default and the asserted defaulting party shall have the right to cure the asserted default within thirty (30) days from the date of receipt of the written notice. If the default is not reasonably capable of being cured within such period, the defaulting party shall within the aforesaid period commence reasonable curative action and diligently prosecute such curative action to

completion. So long as reasonable curative action is being diligently prosecuted to completion, the non-defaulting party shall abate the exercise of its default remedies under law or equity.

ARTICLE 11

SEVERABILITY

A. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

B. If this Agreement is challenged in any judicial or administrative proceeding (each party hereby covenanting not to initiate or pursue such challenge), the parties collectively and individually agree to defend its validity through final determination.

ARTICLE 12

GENERAL PROVISIONS

A. This Agreement may not be modified or waived orally and shall only be amended pursuant to an instrument in writing and jointly executed by all of the parties hereto, shall be enforceable by, binding upon and inure to the benefit of all the parties hereto, shall be enforceable by, binding upon and inured to the benefit of the parties and their respective successors and assigns. Any party to this Agreement shall have the right, but not the obligation, to waive (in writing) rights or conditions herein reserved for the benefit of such party.

B. 1. § The East Central Florida Regional Planning Council shall serve as a forum for the informal nonbinding mediation of intergovernmental disagreements and conflicts between the County and City with respect to the comprehensive planning matters and other matters set forth

in this Agreement.

2. Notwithstanding the foregoing, in the event that either party determines in good faith that it is necessary to file a lawsuit in order to meet a jurisdictional time period or otherwise preserve a legal right, said lawsuit shall be abated once the filing and any other act necessary to preserve the legal right occurs, and the parties shall refer the matter to the East Central Florida Regional Planning Council in accordance with the terms set forth herein.

3. In the event the parties cannot resolve a conflict after following the procedures set forth in this Section, then in such event the parties may pursue such other remedies as may be available for resolution of such conflict, including but not limited to the pursuit of all available administrative and judicial remedies.

C. This Agreement shall be governed by the laws of the State of Florida, and venue for any enforcement to enforce the provisions of this Agreement shall be in the Circuit Court in and for the County of the defending local governmental entity.

D. The headings of the Articles of this Agreement are inserted for convenience of reference and no way define, limit or describe the scope or intent of, or otherwise affect this Agreement

E. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement. All parties have participated in the preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

F. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (i) hand-delivered to the official hereinafter designated, or (ii) three

(3) days after deposit in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the party at the address set forth opposite the party's name below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith, or (iii) the date of actual receipt of a courier delivery or facsimile transmission;

County: Orange County, Florida
Post Office Box 1393
Orlando, Florida 32802
Attention: County Administrator

and

Planning Manager
Orange County Planning Department
Post Office Box 1393
Orlando, Florida 32802

City: Community Development Director
City of Mt. Dora
510 North Baker Street
Mt. Dora, Florida 32757

and

City Manager
City of Mt. Dora
510 North Baker Street
Mt. Dora, Florida 32757

G. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, with all counterparts together constituting one and the same instrument.

H. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof and the powers conferred by this Agreement shall be in addition and supplementary

to the powers conferred by any general, local or special law, or by any charter of any public agency.

I. This Agreement shall be effective as of the later of the dates of execution of the parties indicated below.

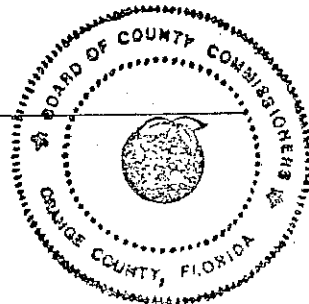
WHEREAS, the parties have set their hands and seals as of the date set forth below.

ORANGE COUNTY, FLORIDA

By: *Linda W. Chapin*

Linda W. Chapin
County Chairman

Date: NOV 15 1996



ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM
11-13, 1996

Paul H. Chipok
Paul H. Chipok
Assistant County Attorney

CITY OF MOUNT DORA, FLORIDA

By: Paulette Alexander

Date: Nov 19, 1996

ATTEST:

Bernice Brunson

TITLE: City Clerk

BY: _____

FOR USE AND RELIANCE ONLY.

APPROVED AS TO FORM

Nov 19, 1996

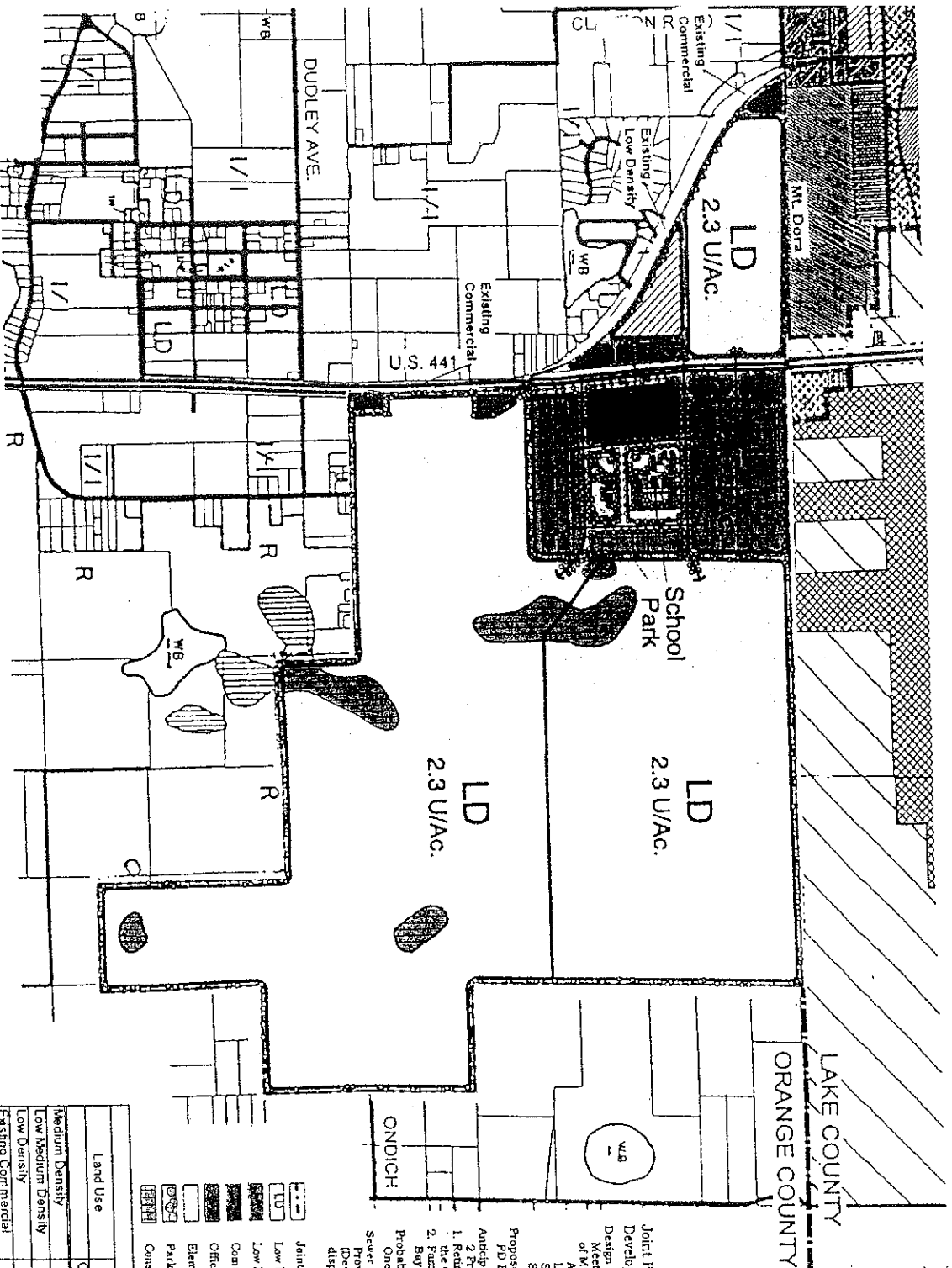
[Signature]
City Attorney

phc\agrcnt\mtdora2.wpd
(rev. 11/07/96)

EXHIBIT A

DAVIS &
ASSOCIATES
Master Planning, Development Consult
Project Management (407) 859-5252

Joint Planning Area



- Joint Planning Area**
- Development Description**
- Design Standards:
Meets or exceeds design standards of Mt. Dora including:
Architecture
Landscape Architecture
Signage
Streetscape
- Proposed Zoning:**
PD Residential
- Anticipated Development Type:**
1. Retirement residential comparable to the Country Club of Mt. Dora.
 2. Family residential comparable to Bay Hill.
- Probable Development Agency:**
One or two golf courses.
- Sewer and Water:**
Provided by Mt. Dora.
(Development can accept effluent disposal on the golf course)
- Joint Planning Area Boundary**
- Low Density Not To Exceed 2.3 DU/Ac.
Low Med. Density Not To Exceed 5.0 DU/Ac.
- Commercial**
- Office**
- Elementary School ***
- Park**
- Conservation / Wetland**
- Future Land Use Designations**
- Orange County
Future Land Use Designations
- 1. Rural, 1 Unit / 10 Acres
 - 2. Rural, 1 Unit / 2 Acres Max.
 - 3. Low Density (1-4 DU/Ac)
 - 4. Low Med Density (4-10 DU/Ac)
 - 5. Medium Density (10-20 DU/Ac)
 - 6. High Density (20 DU/Ac)
 - 7. Office.
 - 8. Commercial
 - 9. Institutional
 - 10. Conservation / Wetland
 - 11. Water Body
 - 12. City of Mt. Dora
- Future Land Use Designations**
- 1. Passive Recreation
 - 2. Industrial Use
 - 3. Conservation Use
 - 4. Active Recreation
 - 5. High Residential
 - 6. Medium Residential
 - 7. Commercial Use
 - 8. Public Lands and Institutions
- Future Land Use Designations**
- Lake County
- 1. Employment Center
 - 2. Urban Expansion up to 4 DU/Acre
 - 3. Suburban up to 3 DU/Acre

Land Use Summary

Land Use	Original	Revised	Square Feet	Original	Revised	Residential Units	Original	Revised	Development Intensity	Original	Revised
Medium Density	100	na	1,800	na	na	450	18.0	na	na	na	na
Low Medium Density	na	90	na	450	na	2.8	na	na	na	na	na
Low Density	782	1,070	2,130	2,130	2,461	10,000	2.3	10,000	10,000	10,000	10,000
Existing Commercial	9	9	90,000	90,000	na	10,000	na	10,000	10,000	10,000	10,000
Commercial	31	18	310,000	180,000	na	10,000	na	10,000	10,000	10,000	10,000
Industrial	20	na	200,000	na	na	na	na	na	na	na	na
Office	26	10	260,000	100,000	na	na	na	na	na	na	na
Elementary School	na	15	na	na	na	na	na	na	na	na	na
Park	na	10	na	na	na	na	na	na	na	na	na
Conservation / Wetlands	32	43	na	na	na	na	na	na	na	na	na
Total	1,255	1,000	860,000	370,000	3,390	2,011	na	na	na	na	na