



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
May 22, 2023, 6:30 PM

WORK SESSION AGENDA

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

1. Joint Planning Agreement (JPA) and Utility Services

FUTURE MEETING DATES

- June 6, 2023, 6:00 PM, Regular Session
- June 12, 2023, 6:00 PM, Budget Workshop:
Budget Parameters and Fire Assessment
- June 20, 2023, 6:00 PM, Regular Session
- July 18, 2023, 6:00 PM, Regular Session

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: May 22, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Joint Planning Agreement (JPA) and Utility Services

Introduction:

This is an opportunity for the City Council to discuss the Joint Planning Agreement (JPA) and Utility Services.

Discussion:

Author's Note: The "Tabs" with page numbers listed below reference the attached JPA documents. A map series has been included for additional background.

**WORK SESSION PART I - JPA AND PROPOSED AMENDMENT
PLANNING AND DEVELOPMENT DEPARTMENT PRESENTATION**

[Tab 1 - page 1] The original JPA was implemented in September 2004. There was one subsequent amendment in May 2015, which modified (removed) a small boundary area on the western side of the City at Old US Highway 441 and Bay Road.

[Tab 2 - page 29] On October 25, 2022, the Lake County Board of County Commission provided 180 day notice of termination of the City/County Joint Planning Agreement (JPA), which expired on April 25, 2023. Subsequent to the City Council discussions at the November 1, 2022, City Council meeting and the City Council Work Session held on November 14, 2022, the City staff and City Attorney have been working on draft versions with Lake County's Attorney's office to reinstate or amend the Joint Planning Agreement (JPA). The most recent draft document was accepted by the County's legal office on April 16, 2023.

The proposed Second Amendment to the JPA is a revision to Article III entitled Creation of the Joint Planning Area. This amendment is a placeholder agreement in order to fully update and replace the JPA within 12 months. The County is developing a new JPA as part of the joint planning initiative facilitated by East Central Florida Regional Planning Council. The 2nd amendment allows the JPA to be reinstated and includes action items. Below is a summary list of the various changes pertaining to the 2nd Amendment to the JPA:

- o Only amends Article III of the existing agreement. The other JPA provisions (Articles) remain.
- o The boundary area of the JPA was modified slightly to include two small expansion areas
- o The County has committed to incorporating City Land Development Code requirements and the Wolf Branch Innovation District Guidelines within 12 months.
- o Removes the existing JPA language that the County cannot approve a development order until the lands are annexed. This was the original objection expressed by the County that generated the changes to the JPA.

WORK SESSION PART II - UTILITY SERVICE AREAS

CITY MANAGER

The original City and Lake County JPA boundary services as the City's potable water, wastewater, and reclaimed service area.

[Tab 3 - page 37] The Joint Planning Area Interlocal Agreement (JPA) with Orange County and the City was adopted in 1996 and includes provisions for joint review of all development and adherence to the City's landscape and signage regulations. Approximately 1500 acres just south of the city limits are included in the JPA. In addition to the joint planning aspects of this agreement, Orange County has also granted the City an exclusive utility service area for water, sewer, and reclaimed water. A majority of this land is under development as Stoneybrook Hills.

[Tab 4 - page 61] The City of Mount Dora and Orange County entered into a Water and Wastewater Service Territorial Agreement on November 20, 1996. This agreement, in part, services the Stoneybrook Hills community and lands along Orange Blossom Trail (US Highway 441) just south of the City Limits.

[Tab 5 - page 81] There was a recent amendment to the utility agreement by Resolution No. 2018-24 approved on March 20, 2018. This amendment provided that the City would stop charging the Territorial Service Fee.

Tab 6 - page 91] As part of the development of the Stoneybrook Hills (known as Foothills) consisting of 968 acres, the City and the development entered into a utility service agreement in 2002. This agreement outlined the water, reclaim, and wastewater services for this Planned Unit Development.

Budget Impact:

There is no budget impact associated with the presentations on JPA.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

1.1.1. Continue implementing Wolf Branch Master Plan

Objective 1.2. Enhance mobility, connectivity, and expand trail network

1.2.1. Implementation of the transportation master plan

Objective 1.3. Attract new commercial businesses/residential development

1.3.3. Promote Work Force Housing and Attainable Housing

1.3.4. Promote energy-conserving construction and practices

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

GOAL 2: Infrastructure / Public Safety

Objective 2.4. Sustain City Infrastructure

2.4.1. Strengthen city cyber-security

2.4.2. Identify alternate, sustainable water supply sources

Recommendation:

Attachment(s):

1. Map Series
2. Tabs 1-6 JPA Documents

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Aneta Barton, Budget Director
GEORGE MAREK, Interim Public Works Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/15/2023

Approved - 5/15/2023

Approved - 5/18/2023

Final Approval - 5/18/2023

CURRENT CITY AND LAKE COUNTY JPA BOUNDARY MAP

City of Mount Dora and Lake County Joint Planning Area Map

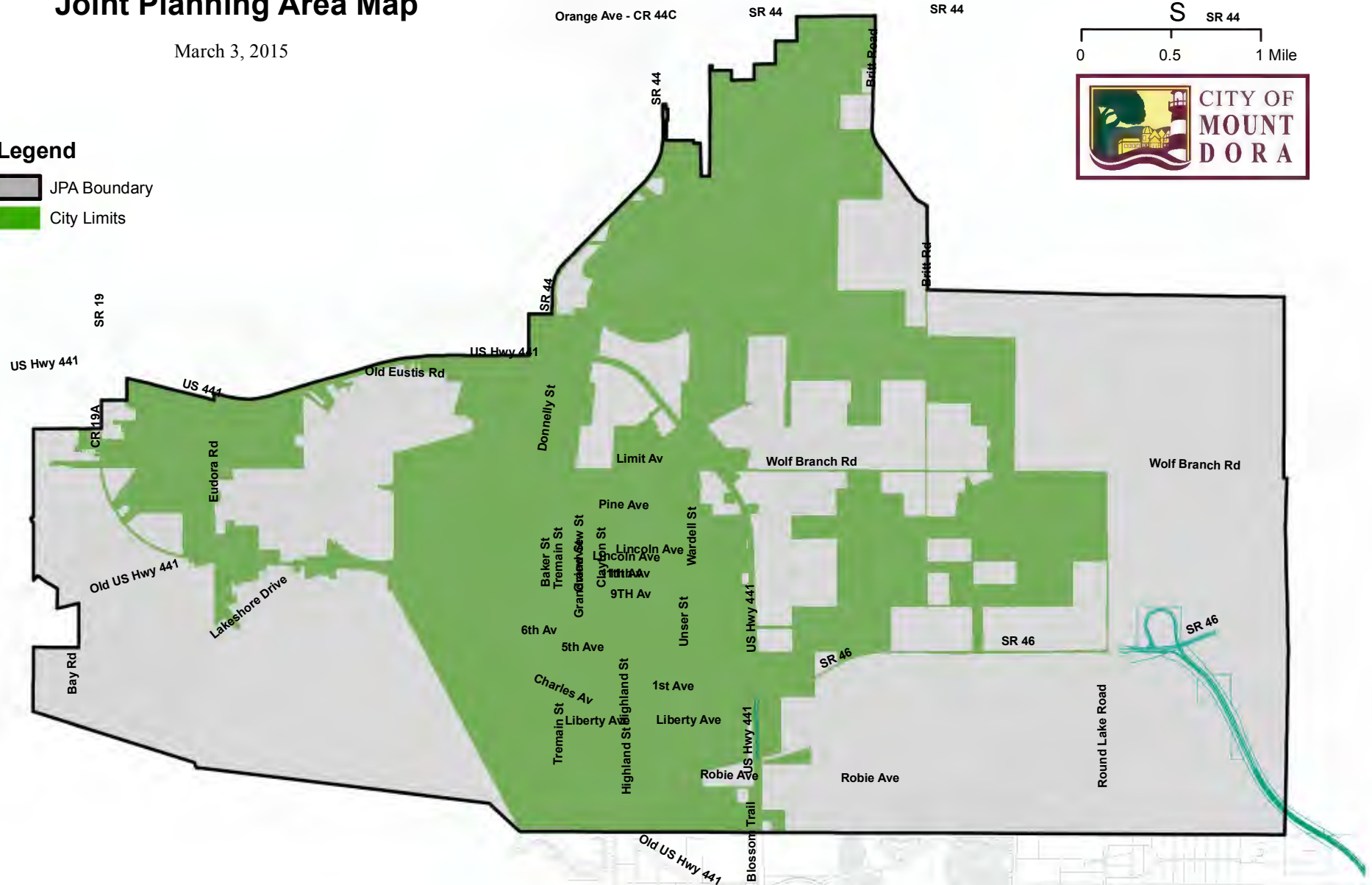
March 3, 2015

Legend

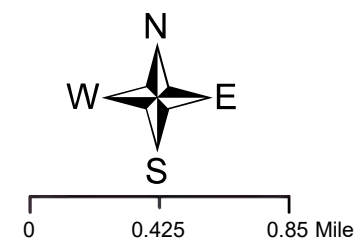
-  JPA Boundary
-  City Limits



0 0.5 1 Mile



PROPOSED CITY AND LAKE COUNTY JPA BOUNDARY MAP AMENDMENT



**City of Mount Dora
and
Lake County
Joint Planning Area Map
(Updated)**

Legend

-  JPA Boundary
 Expanded Boundary Areas (2023)
 City Limits



Map Date: 2/27/2023

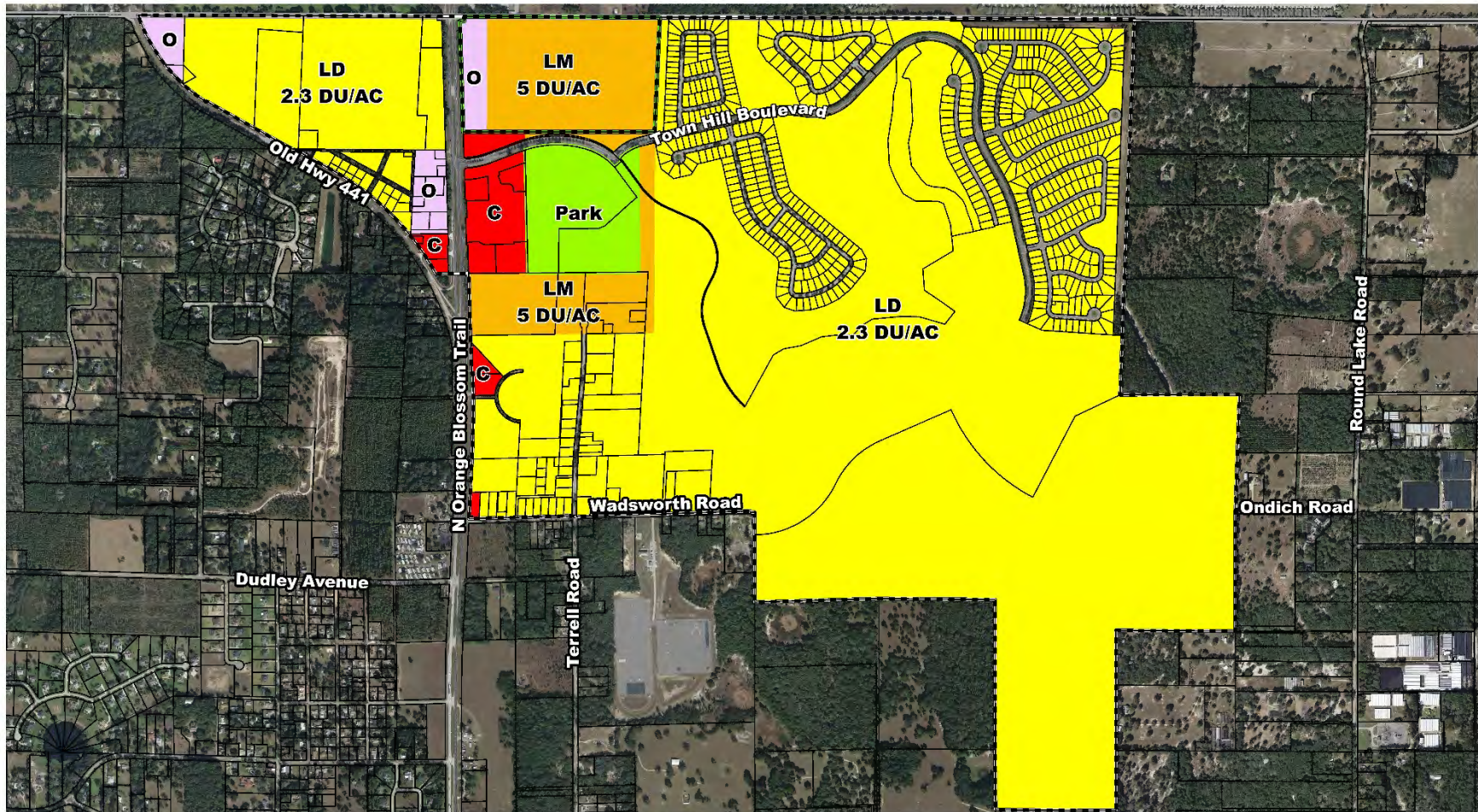
CURRENT CITY AND ORANGE COUNTY JPA

OVERVIEW MAP



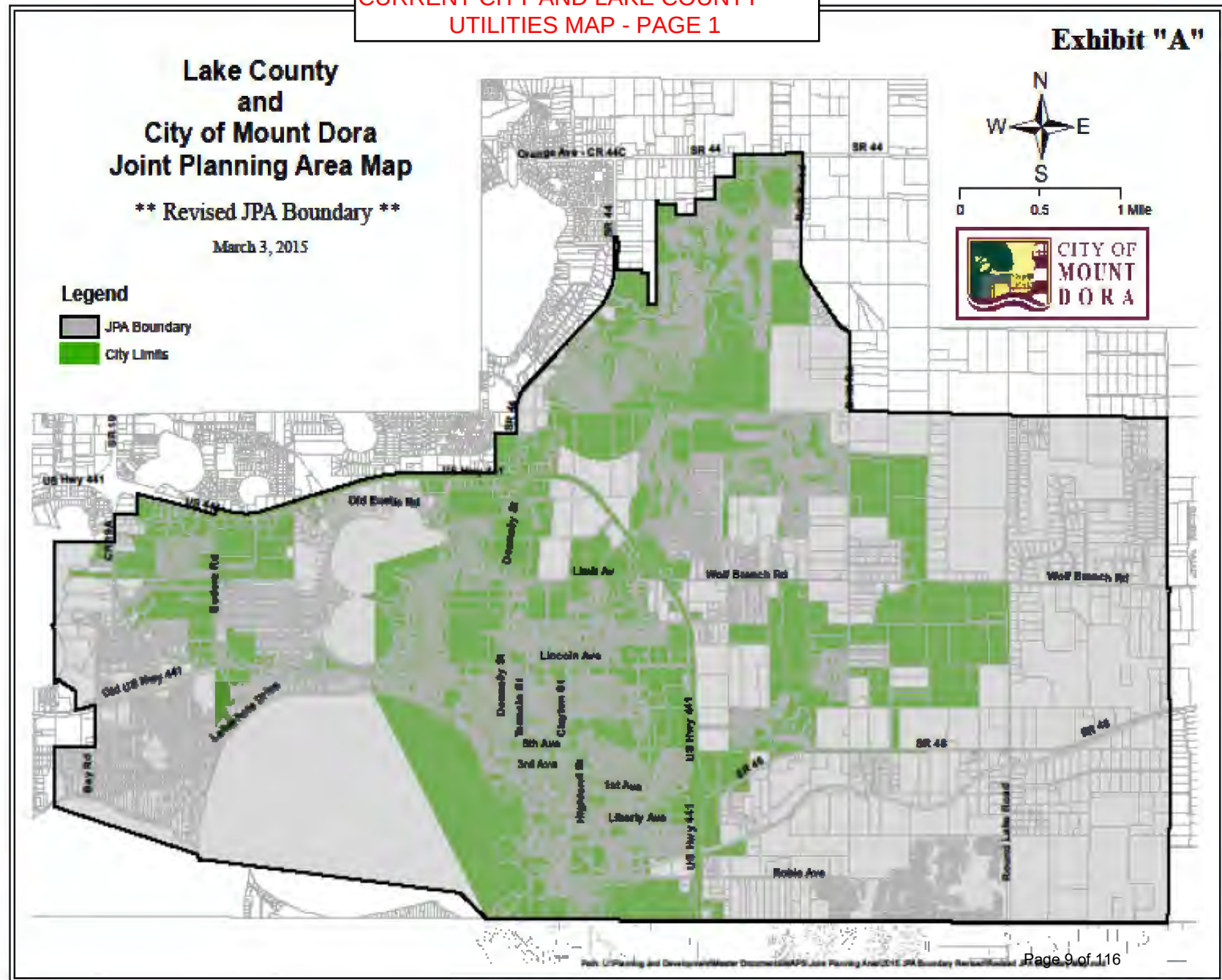
CURRENT CITY AND ORANGE COUNTY
JPA BOUNDARY MAP

CITY AND ORANGE COUNTY JPA
CONCEPT LAND USE MAP



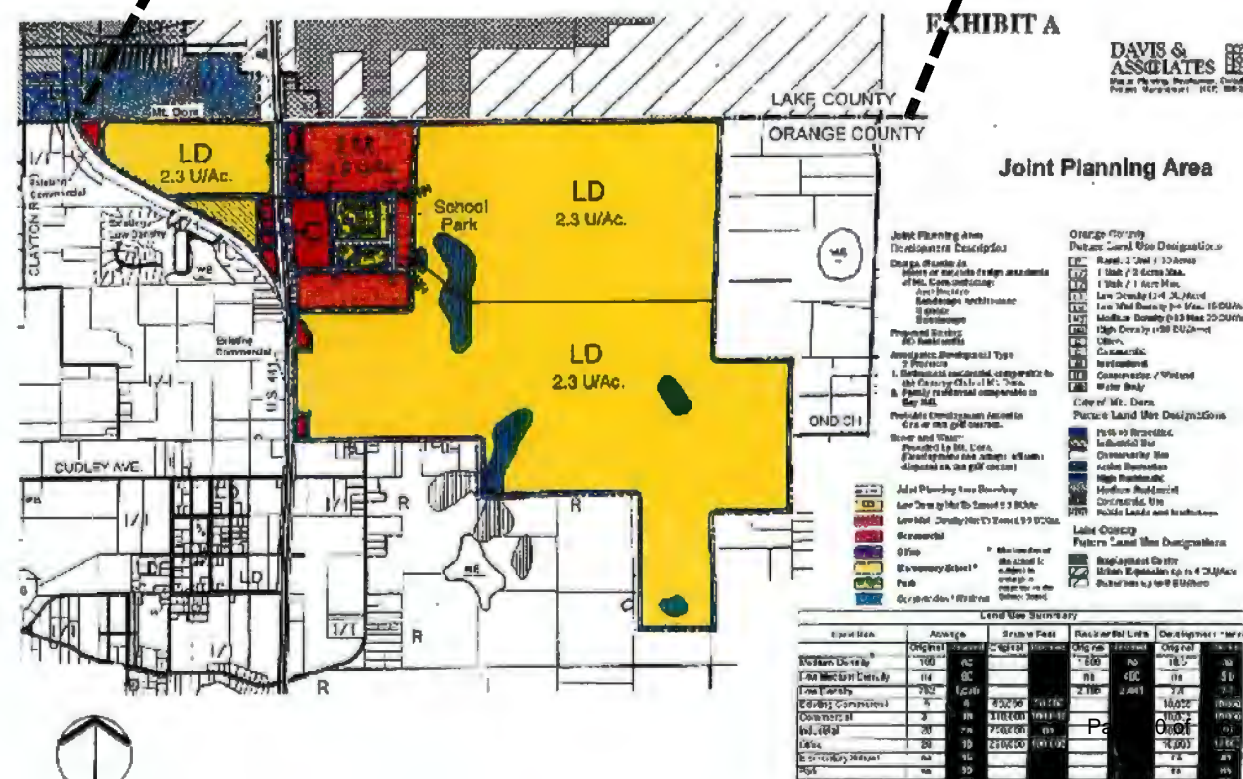
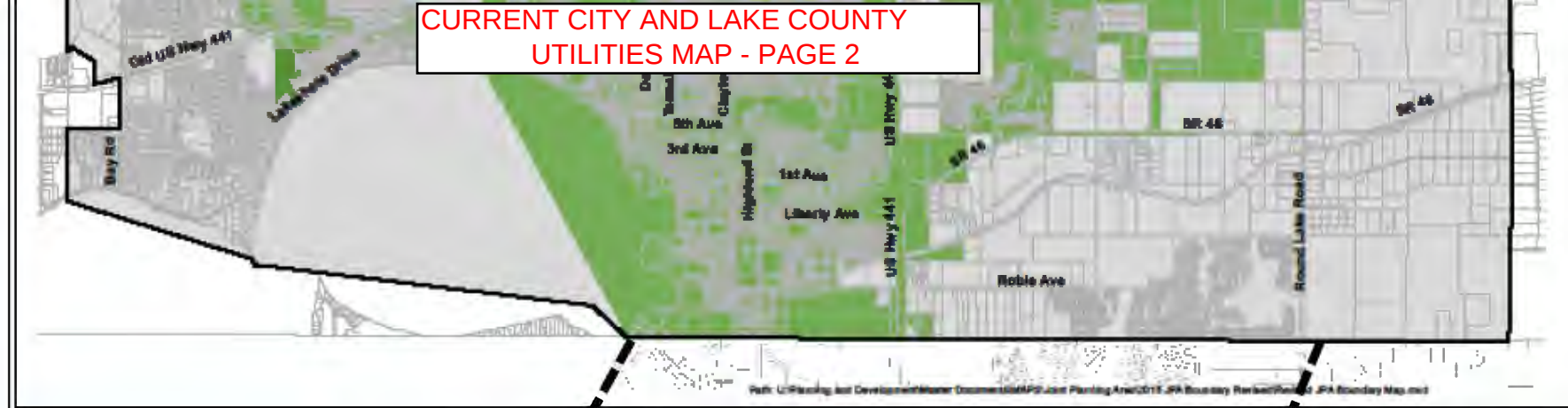
MOUNT DORA "REGIONAL" UTILITIES

WATER & SEWER SERVICES
IN
LAKE COUNTY
& WITHIN
CITY OF LIMITS
(AREA = 21 SQ. MILES)



MOUNT DORA "REGIONAL" UTILITIES

WATER & SEWER SERVICES IN ORANGE COUNTY (AREA = 2.2 SQ MILES)



TAB 1

Mount Dora and Lake County

JPA

September 28, 2004

And

1st JPA Amendment

March 3, 2015

1 **CITY OF MOUNT DORA - LAKE COUNTY**

2 **JOINT PLANNING AGREEMENT**

3 This Joint Planning Agreement is made and entered this 28th day of September
4 2004 by and between the City of Mount Dora, a Florida Municipal Corporation (the "City") and
5 Lake County, Florida, a political subdivision of the State of Florida (the "County").

6 **PREAMBLE**

7 WHEREAS, the County and the City recognize that proper intergovernmental
8 coordination is essential for sound growth management; and

9 WHEREAS, the County and City seek to have compatible land uses adjacent to their
10 common boundary; and

11 WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government
12 Comprehensive Planning and Land Development Regulation Act (the "Act"), and Chapters 9J-5
13 and 9J-12, Florida Administrative Code, the City and the County adopted and subsequently
14 amended Comprehensive Plans (the "Comprehensive Plan(s)"); and

15 WHEREAS, the State Comprehensive Plan requires local governments to direct
16 development to those areas which have in place the land and water resources, physical abilities
17 and service capacities to accommodate growth in an environmentally acceptable manner and use
18 incentives and disincentives to achieve a separation of urban and rural land uses; and

19 WHEREAS, the State Comprehensive Plan requires local governments to protect the
20 substantial investment in public facilities which already exists and to plan for and finance new
21 facilities in a timely, orderly and efficient manner; and

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1 WHEREAS, the City and the County are desirous of engaging in joint efforts to
2 comprehensively plan certain areas within the City limits of the City of Mount Dora and as well
3 as certain areas located within the boundaries of Lake County, (the "Joint Planning Area" or the
4 "JPA"); and

5 WHEREAS, the JPA, as depicted in Exhibit "A," delineates areas to which the City of
6 Mount Dora is providing utility and other municipal services or intends to provide utility and
7 other municipal services within the next five years; and

8 WHEREAS, the City and the County wish to agree on certain procedures for the timely
9 review and processing of annexation and development proposals within the JPA; and

10 WHEREAS, there is no intent for this Agreement to restrict the County's authority to
11 amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations
12 consistent with the provisions contained herein or otherwise to make land use decisions for
13 unincorporated areas within the JPA; and

14 WHEREAS, there is no intent for this Agreement to restrict the City's authority to amend
15 its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent
16 with the provisions contained herein, or otherwise to make land use decisions for lands within
17 the corporate boundaries of the City or within the JPA should such lands be annexed by City; and

18 WHEREAS, this joint planning agreement (this "Agreement") will provide a basis for
19 the evaluation of future development applications and annexation proposals as well as for the
20 adequate provision of public services; and

21 WHEREAS, the City and County wish to identify a joint planning area and have

Mount Dora/Lake County JPA – August 23, 2004

1 determined that a joint planning agreement will foster intergovernmental coordination and
2 cooperation, economical provision of services, including police, fire and other services, and
3 adequate utilization of existing and proposed infrastructure; and

4 WHEREAS, this Agreement provides the City and the County with ample opportunities
5 for renegotiation in response to changed circumstances, including the ability to seek refinement
6 or expansion of the Joint Planning Area; and

7 WHEREAS, public hearings with due public notice have been held by the City and the
8 County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida
9 Statutes; and

10 WHEREAS, it is the intent of the City and the County that this Agreement shall be
11 immediately applicable to any issuance of a Development Order, as defined in Article II of this
12 Agreement, for a parcel of land located in the JPA and submitted to the County or the City after
13 the effective date of this agreement; and

14 WHEREAS, annexation of properties can affect the responsibility for maintenance of
15 public facilities such as roadways and drainage facilities; and

16 WHEREAS, the County and the City desire to enter into this Joint Planning Agreement to
17 address post-annexation issues related to road right-of-way and drainage facility maintenance
18 responsibility as well as development order requests within the Joint Planning Area; and

19 WHEREAS, it is desirable for the City and the County to enter into such an agreement to
20 better identify areas proposed for future municipal service, and jurisdiction and to ensure better
21 coordination of government services and reduce or eliminate substantial future non-conformities;

Mount Dora/Lake County JPA – August 23, 2004

1 and

2 WHEREAS, the establishment of this agreement will provide for a better defined
3 boundary between the City and the County including the elimination of enclaves and reduce
4 confusion to residents and service providers; and

5 WHEREAS, the agreement will facilitate the flow of information regarding land
6 development issues between the City and the County; and

7 WHEREAS, the City and County desire to provide opportunities for employment in
8 proximity to nearby populations centers, and uphold this mutual objective as a tenant of smart
9 growth; and

10 WHEREAS, the City and County recognize Mount Dora and the unincorporated area of
11 Sorrento/Mount Plymouth as distinctive communities, and desire to protect the unique character
12 of each; and

13 WHEREAS, the City and County recognize the scenic nature of Wolfbranch Road and
14 character of established residential neighborhoods appurtenant to this roadway corridor; and

15 WHEREAS, the City and County affirm a shared commitment to furthering
16 transportation and conservation objectives of the Wekiva River Basin Coordinating Committee
17 as set forth by the Wekiva Parkway and Protection Act, Part III, Chapter 369, Florida Statutes
18 (2004);

19 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
20 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
21 County agree with each other to create and participate in this Agreement as follows:

Mount Dora/Lake County JPA – August 23, 2004

1 **ARTICLE I - INCORPORATION OF PREAMBLE**

2 1. Incorporation of Preamble. The preamble above is true and correct and is
3 incorporated into this Agreement as if fully set forth below. This Agreement shall be considered
4 an interlocal agreement pursuant to the authority given to the County and the City, including the
5 authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a,
6 Florida Statutes (2003), as well as Chapter 125, Chapter 166 and Chapter 171, Florida Statutes
7 and the Constitution of the State of Florida.

8 **ARTICLE II - DEFINITIONS**

9 1. Act. Means the "Local Government Comprehensive Planning and Land
10 Development Regulation Act" set forth in Section 163.3161 *et. seq.*, Florida Statutes, as the same
11 may be amended or superseded from time to time.

12 2. Agreement. Means this Agreement, as the same may be amended or
13 supplemented as provided for herein.

14 3. City. Means the City of Mount Dora, a Florida municipal corporation.

15 4. City Comprehensive Plan. Means the comprehensive plan of the City adopted
16 pursuant to the Act, as amended from time to time.

17 5. City Council. Means the elected legislative governing board of the City of Mount
18 Dora .

19 6. Collector Road. Means the type of road that provides for movement between
20 local streets and the regional road network. A collector road may include an arterial road.

21 7. County. Means Lake County, Florida, a political subdivision of the State of

Mount Dora/Lake County JPA – August 23, 2004

1 Florida.

2 8. County Commission. Means the elected legislative governing board of Lake
3 County.

4 9. County Comprehensive Plan. Means the comprehensive plan of the County
5 adopted pursuant to the Act, as amended from time to time.

6 10. County-Maintained Roads. Means roadways, or segments thereof, along with
7 associated drainage facilities, actually maintained or required to be maintained by the County,
8 which may or may not have been transferred to the County for maintenance responsibility by the
9 State of Florida as outlined in Chapter 335, Florida Statutes, as amended or superseded from time
10 to time.

11 11. Development. Means development as set forth in Sections 163.3164(6) and
12 380.04, Florida Statutes (2003), as amended or superseded from time to time.

13 12. Employment Center. Means an area in which light industrial, wholesale,
14 manufacturing and assembly uses, offices and combinations of these uses are appropriate, as
15 designated on the Lake County Future Land Use Map.

16 13. Enclave. Means enclave as set forth in Section 171.031, Florida Statutes (2003),
17 as amended or superseded from time to time.

18 14. Future Land Use Element. Means to that section of either the City's or the
19 County's Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a),
20 Florida Statutes (2003), as the same may be amended or renumbered from time to time.

21 15. Governing Body. Means, in the case of the County, the County Commissioners,

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1 and in the case of the City, the City Council.

2 16. Infrastructure or Utility Improvements. Means any proposed sewer, water, reuse
3 water, stormwater, right-of-way, roadway, electric, gas, telecommunication, park, open space,
4 public building, public utility, public drainage, or public retention owned or operated by a local
5 government or private entity.

6 17. Joint Planning Area or JPA. Means that area depicted in Exhibit "A."

7 18. JPA Map. Means and refers to the map attached hereto and incorporated herein
8 by reference as Exhibit "A", which designates parcels of land encompassed by this Agreement.

9 19. Land Development Regulations. Means ordinances enacted by the City or the
10 County for the regulation of any aspect of land development.

11 20. Local Planning Agency or LPA. Means the respective recommending agencies
12 appointed by the County Commission or City Council to review comprehensive plan and Land
13 Development Regulation amendments, and designated as the "local planning agency" pursuant to
14 Section 163.3174, Florida Statutes. The City LPA is currently the City Planning and Zoning
15 Commission. The County LPA is currently the Land Planning Agency (Planning Board).

16 21. Non-conforming use. Means existing land use that is prohibited by current
17 regulations.

18 22. Parcel of Land. Means any quantity of land capable of being described with such
19 precision or exactness that its location and boundaries may be established, which is designated by
20 the City, by the County, or by its owner or developer as land to be used or developed as a unit or
21 which has been used or developed as a unit.

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1 23. Professional Employment Center. Means an area in which light industrial,
2 offices, and combinations of these uses are appropriate, as designated on the Lake County Future
3 Land Use Map.

4 24. Significant Development Order. Means any determination or decision requiring
5 either legislative, quasi-judicial, or administrative review and approval by either governing body
6 related to annexations or Covenant to Annex agreements, comprehensive plan amendments, site
7 plans (excluding those resulting in less than a fifty percent (50%) expansion of a building, unless
8 such expansion results in changes to parking, stormwater, water connections, or wastewater
9 connections), development of regional impact ("DRI"), planned unit developments ("PUD"),
10 subdivision and plat approvals, rezonings, special exceptions, conditional uses, special permits,
11 or utility improvements.

12 25. Unincorporated JPA. Means the area of the JPA that is not currently within the
13 municipal limits of the City, as depicted in Exhibit "A."

14 26. Vested Development. Means development that has been issued a final
15 development order.

16 **ARTICLE III - CREATION OF**

17 **JOINT PLANNING AREA**

18 1. Joint Planning Area Created.

19 The Joint Planning Area shall consist of those lands identified in Exhibit "A."

20 2. The County and the City will use their best efforts to incorporate the boundaries
21 of the Joint Planning Area into the Future Land Use Maps of their respective plans and to

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1 including the terms and conditions stated herein. The County and the City will use their best
2 efforts to amend their Land Development Regulations to incorporate the terms and conditions
3 stated herein. The County and the City will use their best efforts to implement the ideas set forth
4 in Article V hereof.

5 3. a. It is the intent of the City and the County that the comprehensive plans of
6 the City and the County shall ensure that the lands in the Joint Planning Area are developed
7 consistent with development within the City, and, at the same time, develop in a way that will
8 ensure efficient provision of public infrastructure and services in this area. Any property
9 annexed subsequent to the adoption hereof shall be limited to a maximum density no greater than
10 the highest density allowed within the Future Land Use category established for the property by
11 the County immediately prior to annexation.

12 b. The amendments contemplated in paragraph a, above, shall cover growth
13 management issues and may include, but are not limited to, the following topics:

- 14 (1) Timing of urban growth
- 15 (2) Density of urban and pre-urban areas
- 16 (3) Limiting private utility providers to areas outside the JPA
- 17 (4) Environmental resource management, including potential greenbelt
18 areas
- 19 (5) Innovative and flexible planning such as mixed-use, clustering and
20 open space provisions
- 21 (6) Transportation planning consistent with Lake County

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1 executed by the City and the Development Order applicant unless the City refuses to provide
2 utilities per this section, or does not allow the Development Order applicant to recoup all costs of
3 the utility line extension not directly attributable to the development as others hook up to such
4 lines within a reasonable time period not to exceed five (5) years. If the City notifies the County
5 as part of a Development Order application review process that annexation will be required
6 because of the provision of City utilities to the development and the property is located within
7 the JPA and contiguous to the City's boundary, the County shall not approve a Development
8 Order, but shall require the Development Order applicant to annex and submit to the City's
9 development process unless the City refuses to provide utilities per this section, or does not allow
10 the Development Order applicant to recoup all costs of the utility line extension not directly
11 attributable to the development as others hook up to such lines within a reasonable time period
12 not to exceed five (5) years.

13 The City shall provide utility services within the JPA and may, at the discretion of the
14 City, require those persons desiring service to pay the initial expense of extending utility
15 services through a refundable facilities program which allows the person extending utility
16 services to recoup all costs of the utility line extension not directly attributable to the person
17 desiring service as others hook up to such lines within a reasonable time period not to exceed
18 five (5) years. The County shall not issue development orders within the JPA without reviewing
19 the proposed development with the City to ensure the appropriate utility design for the
20 development. If the City is willing to provide utility services or provide utility services through a
21 refundable facilities program as described above, the County shall not permit any new private

Mount Dora/Lake County JPA – August 23, 2004

1 utilities, septic tanks or wells to be constructed as part of development within the JPA without
2 prior approval by the City.

3 6. a. The City shall annex only lands in the Joint Planning Area and shall not
4 annex any lands outside of the Joint Planning Area without amendment of Exhibit "A" of this
5 Agreement.

6 As real property within the area depicted as unincorporated is annexed into
7 the City, it shall be unnecessary to amend this Agreement or Exhibit "A."

8 b. Terms of Annexation Related to Transfer of Infrastructure. All future
9 municipal annexation-related transfers of infrastructure shall occur consistent with the following
10 terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of
11 properties abutting any subject road right-of-way, other than a State of Florida operated and
12 maintained right-of-way, located between the two nearest collector streets (or streets with a
13 higher classification) intersecting right-of-ways (i.e. cross streets), except for existing County
14 roads currently being maintained within the City, the City shall assume maintenance
15 responsibility for such road right-of-way segment and associated drainage facilities not
16 terminating at any right-of-way centerline, but between and extending to and including the above
17 mentioned local cross street intersections, or as may be mutually designated. All such transfers of
18 maintenance responsibility related to an annexation shall include the entire width of the right-of-
19 way adjacent to annexed properties.

20 The following list of County roads shall not require assumption of
21 maintenance:

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- 1 1. Wolfbranch Road;
- 2 2. Robie Avenue;
- 3 3. Old Highway 441;
- 4 4. CR19A;
- 5 5. Britt Road; and
- 6 6. Round Lake Road.

7 c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of-
8 Way. Transfers of maintenance responsibility and ownership from the County to the City related
9 to road right-of-ways and their associated drainage facilities not associated with an annexation
10 shall require an agreement between the City and the County.

11 7. County Right-of-Way Maintenance Responsibility. Unless this Agreement is
12 modified pursuant to Article V below, the County agrees to continue to maintain, regardless of
13 any adjacent annexations, the particular roadways or segments thereof, and associated drainage
14 facilities within the JPA. The County agrees to continue to maintain these facilities until
15 transferred to the City in accordance with the terms of this Agreement, or as this Agreement is
16 modified pursuant to Article V below. Upon execution of this Agreement, any new roads
17 constructed by the County in the City shall be maintained and owned by the County.

18 **ARTICLE IV – PROCEDURES FOR REVIEWING AND**
19 **COMMENTING ON DEVELOPMENT ORDERS**
20 **WITHIN THE JPA**

- 21 1. Forwarding of Development Order applications from the County to the City and

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1 from the City to the County. The City and the County, within five (5) working days of receipt of
2 any applications or preliminary plans associated with an application for a Significant
3 Development Order within the JPA shall provide a copy of such application materials to the
4 designated department, division or office of the other party as is designated by the other party via
5 written correspondence to the persons described in Section 6, Article V herein. The City or the
6 County may request a meeting to discuss the effect of such development.

7 The County/City staff shall provide to the City/County its comments on the matters
8 above, within ten (10) working days of receipt of a copy of any such application. The noted time
9 frames may be extended by consent of both parties in order for the City staff or the County staff
10 to review the objecting party's comments so long as the time frames within the City's or the
11 County's Land Development Regulations are met. If at any time the secondary jurisdiction shall
12 consider the Development Order at a public meeting, the landowner or applicant for the proposed
13 Development Order shall be given notice of the time, date, and place of the public meeting.

14 If a modification of a development order application is submitted to the primary
15 jurisdiction, the secondary jurisdiction shall be afforded review pursuant the review time periods
16 described herein.

17 2. Review of Development Applications described in 1, above. In addition to the
18 evaluation and comments normally prepared by the City or the County agency initially accepting
19 an application for a Development Order, any comments submitted by the agency of secondary
20 jurisdiction in their review of the copy of a Development Order application shall be considered
21 by the agency of primary jurisdiction in its review of the Development Order, which review shall

Mount Dora/Lake County JPA – August 23, 2004

1 include an examination of the relationship between the application, the City's and the County's
2 Comprehensive Plans, Land Development Regulations and this Agreement.

3 3. When reviewing any Development Order plan(s) or application(s) for properties
4 within the JPA that are bound by a City covenant to annex, the City staff shall provide review
5 comments and forward such covenant to annex directly to the County. Formal review of said
6 plan(s) or application(s) along with the permitting, inspection and the issuance of Certificates of
7 Occupancy on such properties shall then be the responsibility of the County. Such properties
8 shall meet the supplemental development criteria, if any, as stipulated in the City's covenant to
9 annex and related agreements. The County shall not issue a Certificate of Occupancy until the
10 City has approved all public infrastructure to be transferred to the City pursuant the terms
11 established in the covenant to annex and related agreements and any additional City
12 requirements, including concurrency, have been met, which requirements shall be forwarded to
13 the County as part of the Development Order application review process.

14 4. Development Orders within the City's portion of the JPA. The governing and/or
15 administrative body of the City shall consider the comments of the County for property annexed
16 after execution of this agreement.

17 **ARTICLE V - SPECIFIC DEVELOPMENTAL**
18 **AND ENVIRONMENTAL CONSIDERATIONS**

19 1. It is the intent of the City and the County to designate and promote the creation of
20 an employment center located in the vicinity of Round Lake Road and State Road 46, as
21 conceptually depicted in Exhibit "B." The objective of this land use designation shall be to

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1 provide quality job opportunities, including professional offices, convenient to both the City of
2 Mount Dora and unincorporated area of Sorrento and Mount Plymouth. The City and the County
3 shall coordinate efforts to develop Comprehensive Plan policies that are appropriate for this
4 employment center, ensure compatibility with neighboring land uses, and respect the distinct
5 identities of both the city and the unincorporated area.

6 2. It is the intent of the City and the County to create a local scenic roadway
7 designation for Wolfbranch Road and to develop Comprehensive Plan policies that protect the
8 aesthetic characteristics of this residential corridor. Such policies shall consider lighting,
9 signage, buffers, protection of canopy trees, and restrictions on incompatible development.

10 3. It is the intent of the City and the County to designate a transitional area within the
11 JPA between Round Lake Road and the Mount Plymouth/Sorrento Urban Compact Node, as
12 depicted in Exhibit "B." The objective of this designation shall be to support the professional
13 employment center identified in paragraph 1 and to provide for transitional residential densities
14 of no more than one unit per acre, compatible with established neighborhoods in the Wolfbranch
15 Road corridor.

16 4. It is the intent of the City and the County to coordinate with state agencies and
17 local governments to implement requirements of the Wekiva Parkway and Protection Act.
18 Within the JPA, these activities may include but are not limited to the establishment of
19 Comprehensive Plan policies and land development regulations, creation of a master stormwater
20 management plan, and the protection of habitat and recharge areas. Consistent with this, the City
21 and the County shall explore cooperative efforts to acquire environmentally sensitive land within

Mount Dora/Lake County JPA – August 23, 2004

1 the JPA and consider development of a trail system to link natural areas with the surrounding
2 community and employment center.

3 **ARTICLE VI - GENERAL PROVISIONS**

4 1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit
5 of the parties executing this Agreement, and no right or cause of action shall accrue upon or by
6 reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in
7 this Agreement expressed or implied is intended or shall be construed to confer upon or give any
8 person or corporation other than the parties hereto any right, remedy or claim under or by reason
9 of this Agreement or any provisions or conditions hereto; and all of the provisions,
10 representations, covenants and conditions herein contained shall inure to the sole benefit of, and
11 shall be binding upon, the parties hereto and their respective and express representatives,
12 successors and assigns.

13 2. Renegotiation. The County or the City may call for renegotiation of this
14 Agreement by written notice to the other party at any time. The City and the County may
15 renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or
16 contract the JPA boundary, or alter the designated time allowances as described in this
17 Agreement. Upon such written notice, for a period of 90 days thereafter, the City and the County
18 shall attempt to renegotiate this Agreement in good faith. During that 90-day period, where
19 either party, in its sole discretion and in good faith, determines that such renegotiations have
20 reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164,
21 Florida Statutes. If no Agreement is negotiated during the 90-day period or during the conflict

Mount Dora/Lake County JPA – August 23, 2004

1 resolution process, the terms of this Agreement shall continue to govern and remain in full force
2 and effect. Should the City or the County seek judicial review of this Agreement, or to enforce
3 this Agreement, the City and the County recognize that venue will be properly located in Lake
4 County, Florida for any action regarding this Agreement. The failure of any party to this
5 Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its
6 rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement
7 shall not be deemed the only method by which to enforce the provisions of this Agreement.

8 3. Severability, Construction and Interpretation. In the event that any section,
9 subsection, sentence, clause, or word of this Agreement shall be held by a court of competent
10 jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any
11 such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles,
12 sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be
13 read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence,
14 clause, or word did not exist. This Agreement was mutually negotiated by all parties who have
15 executed the same. Consequently, it is the intent of the parties that no provision shall be more
16 harshly construed against either party as the drafter hereof.

17 4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming
18 effective, it shall be approved and executed by both parties hereto, and pursuant to Section
19 163.01(11), Florida Statutes (2003), this Agreement shall become effective immediately after
20 filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This
21 Agreement shall be recorded in the public Records of Lake County, Florida, and the cost thereof,

Mount Dora/Lake County JPA – August 23, 2004

1 if any, shall be shared equally by both governing bodies

2 5. Termination and Amendment.

3 a. Termination.

4 (1) This Agreement shall renew automatically after five (5) years from
5 the date of final adoption, and every five (5) years thereafter, unless it is terminated pursuant to
6 paragraph 2 below.

7 (2) Either party may terminate this Agreement at any time by
8 delivering written notice to the other party of its intent to terminate this Agreement at least 180
9 days prior to the intended date of termination.

10 b. Amendment. This Agreement may be amended at any time provided both
11 parties authorize said amendment.

12 c. Amendment or Termination of Agreement to be in Writing. Except as
13 provided for herein, no amendment or termination of this Agreement shall be binding on either
14 party unless a written instrument terminating or amending this Agreement is executed by the
15 County Commission Chairman and the Mayor after being duly authorized to do so by their
16 respective governing bodies, and such termination or amendment shall not be effective until after
17 it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth
18 herein, all instruments amending or terminating this Agreement shall be recorded in the Public
19 Records of Lake County, Florida.

20 6. Notice; Proper Form. Any notice to be delivered hereunder to either the City or
21 the County by the other party shall be in writing and shall be deemed to be delivered when: (a)

Mount Dora/Lake County JPA – August 23, 2004

19

1 hand delivered to the official designated hereunder with receipt acknowledged in writing, or (b)
2 upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified
3 or registered mail, return receipt requested, addressed to the party at the address set forth under
4 the party's name below, or at such other address as the party shall have specified by written
5 notice to the other party delivered in accordance herewith. Copies need not, but are encouraged
6 to be sent pursuant to the above referenced provisions. Mere delivery of copies shall not be
7 determined to be a compliance with the requirements hereof:

8	COUNTY	CITY
9	County Manager	City Manager
10	Lake County Administration Building	City of Mount Dora
11	P.O. Box 7800	P.O. Box 176
12	315 West Main Street	510 North Baker Street
13	Tavares, FL 32778-7800	Mount Dora, FL 32757

14
15 Either party to this Agreement may unilaterally amend the address or designee to whom notices
16 are to be delivered by providing notice to the other party as provided herein.

17 7. Rules of Construction. As used in this Agreement, the plural includes the
18 singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles
19 or catchlines for articles, sections, or subsections herein are used for ease in reading this
20 Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement for
21 purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and
22 purposes.

23 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on
24 the respective dates under each signature: the COUNTY through its Board of County

Mount Dora/Lake County JPA – August 23, 2004

Commissioners, signing by and through its Chairman, duly authorized to execute same by Board
action on the 28th day of September, 2004, and the CITY through its City Council,
signing by and through its Mayor, duly authorized to execute same by Council action on the
3rd day of August, 2004.

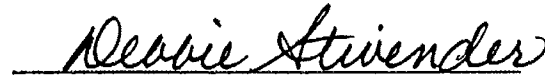
COUNTY

ATTEST:



James C. Watkins, Clerk
of the Board of County
Commissioners of Lake County, Florida

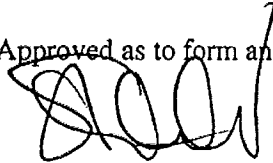
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Debbie Stivender Chairman

This 15th day of October,
2004.

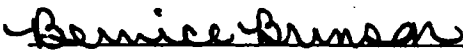
Approved as to form and legality:



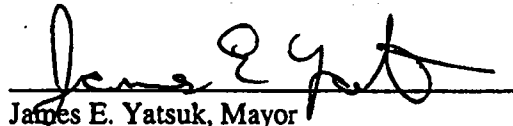
Sanford A. Minkoff
County Attorney

CITY

ATTEST:



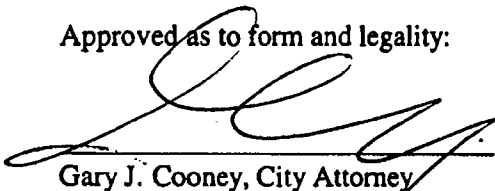
Bernice Brinson, City Clerk



James E. Yatsuk, Mayor

This 8th day of October, 2004.

Approved as to form and legality:

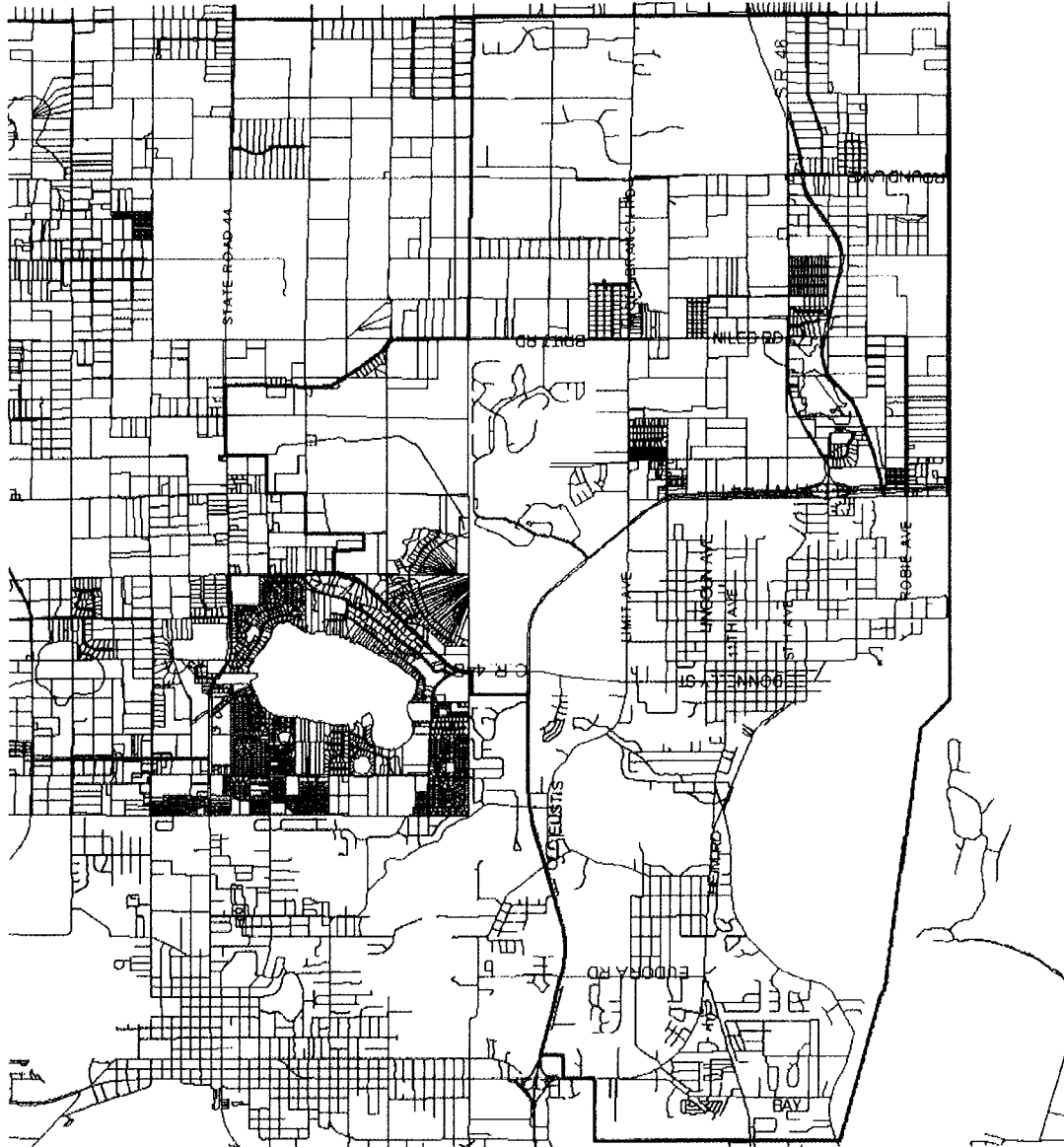
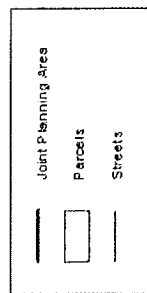
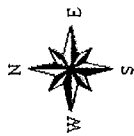


Gary J. Cooney, City Attorney

Mount Dora/Lake County JPA – August 23, 2004



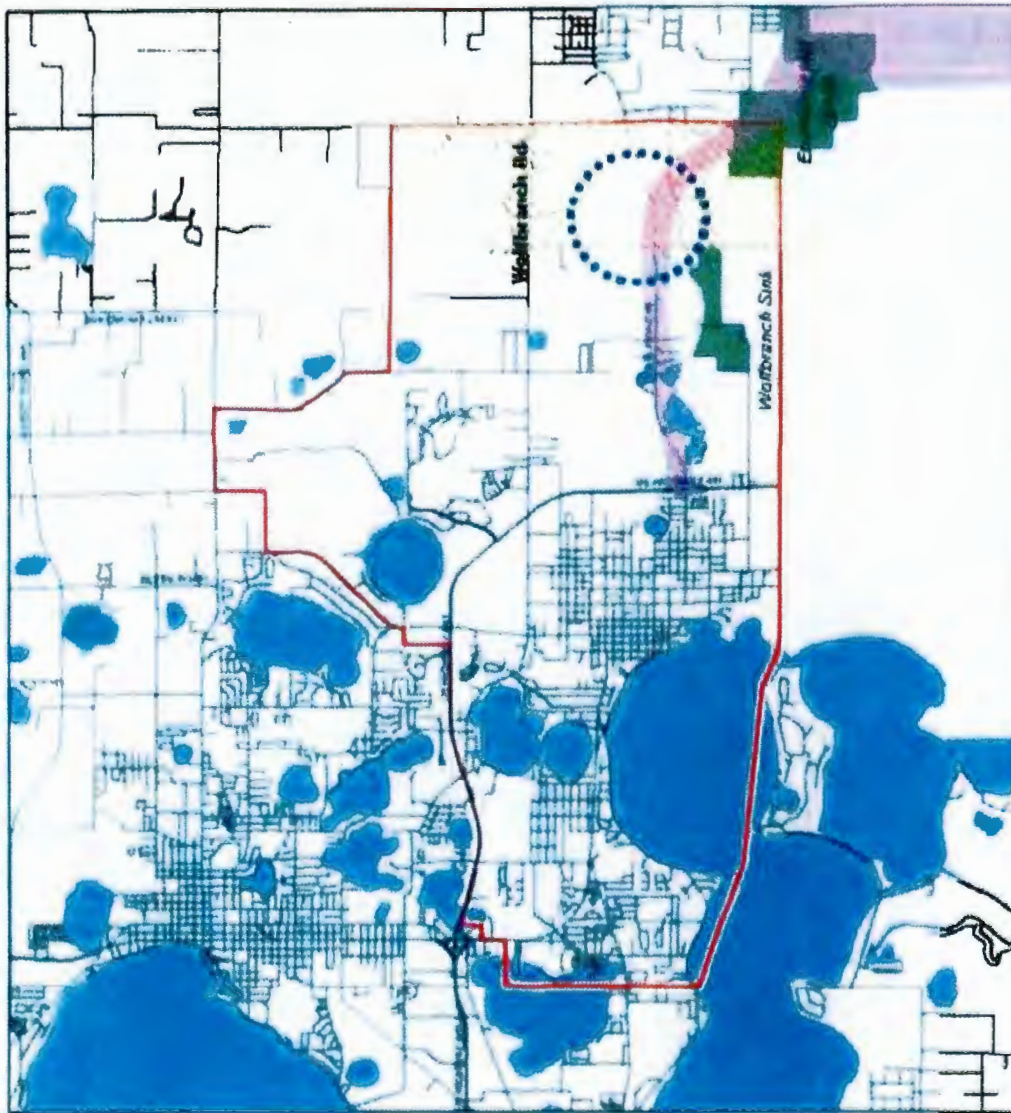
Lake County/City of Mount Dora Joint Planning Area Map



**Lake County / Mount Dora
Joint Planning Area Map**

Exhibit "B"

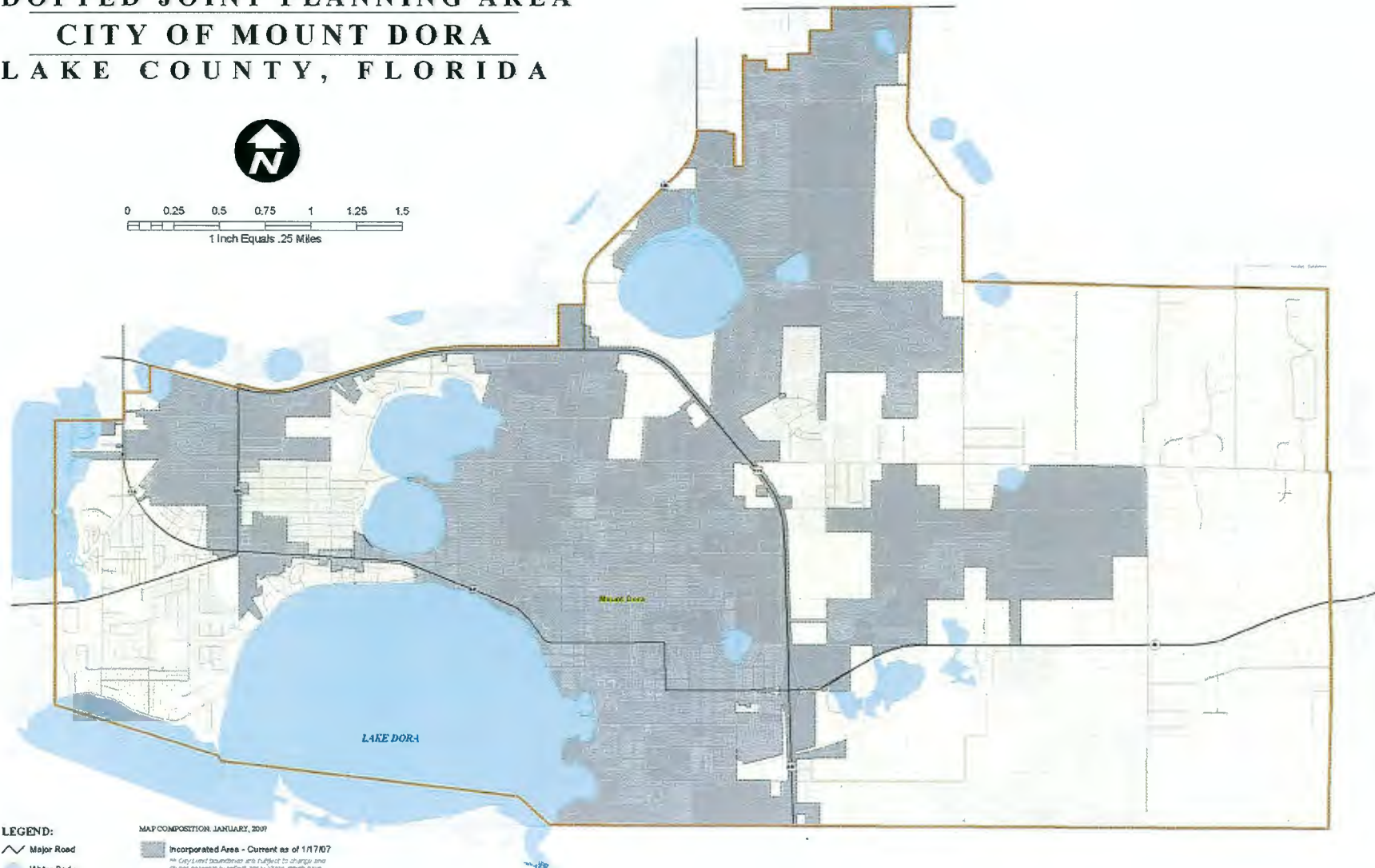
- Mt Dora JPA Boundary
- JPA Transitional Area
- Conceptual Location for "Office Employment Center"
- Wetwa Transportation Improvement
- Streets and Roads



ADOPTED JOINT PLANNING AREA CITY OF MOUNT DORA LAKE COUNTY, FLORIDA



0 0.25 0.5 0.75 1 1.25 1.5
1 Inch Equals .25 Miles



- LEGEND:**
- Major Road
 - Water Body
 - JPA Boundary (adopted)
 - Incorporated Area - Current as of 1/1/07

MAP COMPOSITION: JANUARY, 2009

* City Limit boundaries are subject to change and do not necessarily reflect other plans which have already occurred

DATASOURCES:

Lake County GIS Department: Planimetrics,
Data Compilation and map Production Complements of,
Growth Management/ Comprehensive Planning

This map was not surveyed from a Geographic Information System established by the Lake County Board of County Commissioners. No warranty, express or implied, is made by the County, and in particular its accuracy as to labeling, dimensions, contents, property boundaries, or placement is hereby disclaimed. The Lake County Board of County Commissioners, its employees, agents and independent contractors, and the County of Lake County, Florida, disclaim any and all liability with respect to this map product. Independent verification of all data contained on this map product should be obtained by the user of this map.



LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

**FIRST AMENDMENT TO JOINT PLANNING AREA AGREEMENT BETWEEN
LAKE COUNTY AND THE CITY OF MOUNT DORA**

THIS FIRST AMENDMENT TO THE JOINT PLANNING AREA AGREEMENT ("Amendment") in made and entered into as of the 3rd day of March, 2015, by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County") and the **CITY OF MOUNT DORA**, a Florida municipal corporation ("City").

RECITALS

WHEREAS, County and City have entered into a certain Joint Planning Agreement on September 28, 2004 ("Agreement"); and

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

WHEREAS, the County and City Joint Planning Agreement may be amended from time to time provided authorization by both parties; and

WHEREAS, the City Council of the City of Mount Dora and the Board of County Commissioners of Lake County wish to eliminate any conflict in jurisdictional boundaries for annexation and utility provision between the City of Mount Dora and City of Tavares; and

WHEREAS, the City requested that the County amend the Agreement's Land Use Map; and

WHEREAS, the local planning agencies of both the County and City have considered the Amendment and made recommendations to the Lake County Board of County Commissioners and the Mount Dora City Council, respectively; and

WHEREAS, pursuant to 163.3171(3), Florida Statutes, this Amendment has been approved at advertised public hearings held by both the Lake County Board of County Commissioners and the Mount Dora City Council.

NOW, THEREFORE, in Consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, County and City hereby agree as follows.

SECTION I. The Recitals set forth above are true and correct and are incorporated herein by reference.

SECTION II. The Joint Planning Agreement dated September 28, 2004, is hereby amended to reflect an adjustment in the Joint Planning Area boundary in the vicinity of the intersection of Bay Road and Old Highway 441. The boundary of the JPA Map attached hereto and incorporated herein by reference as Exhibit "A," which designates parcels of land encompassed by the terms and conditions of said Agreement.

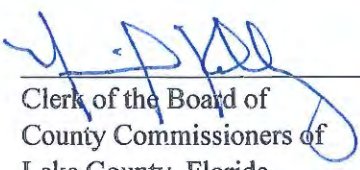
SECTION III. The City and County shall amend their respective Comprehensive Plans pursuant to the revised JPA Map boundary of this Amendment accordingly and in a timely manner.

SECTION IV. Except as expressly set forth herein, the Joint Planning Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and City have executed this Amendment on behalf of the County and City, respectively, and have set their seals hereto as of the date set forth above.

COUNTY
ATTEST:

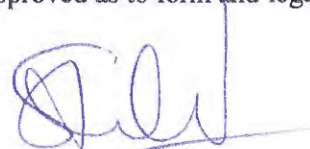
LAKE COUNTY, though its
BOARD OF COUNTY COMMISSIONERS


Clerk of the Board of
County Commissioners of
Lake County, Florida


Jimmy Conner, Chairman

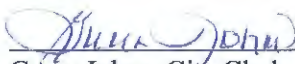
This 18th Day of May, 2015

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

CITY
ATTEST:

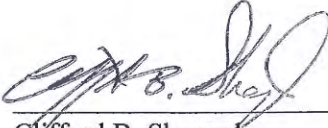
CITY OF MOUNT DORA


Gwen Johns, City Clerk
City of Mount Dora


Catherine T. Hoechst, Mayor
City of Mount Dora

This 5 Day of May, 2015

Approved as to form and legality:


Clifford B. Shepard
City Attorney

Lake County and City of Mount Dora Joint Planning Area Map

**** Revised JPA Boundary ****

March 3, 2015

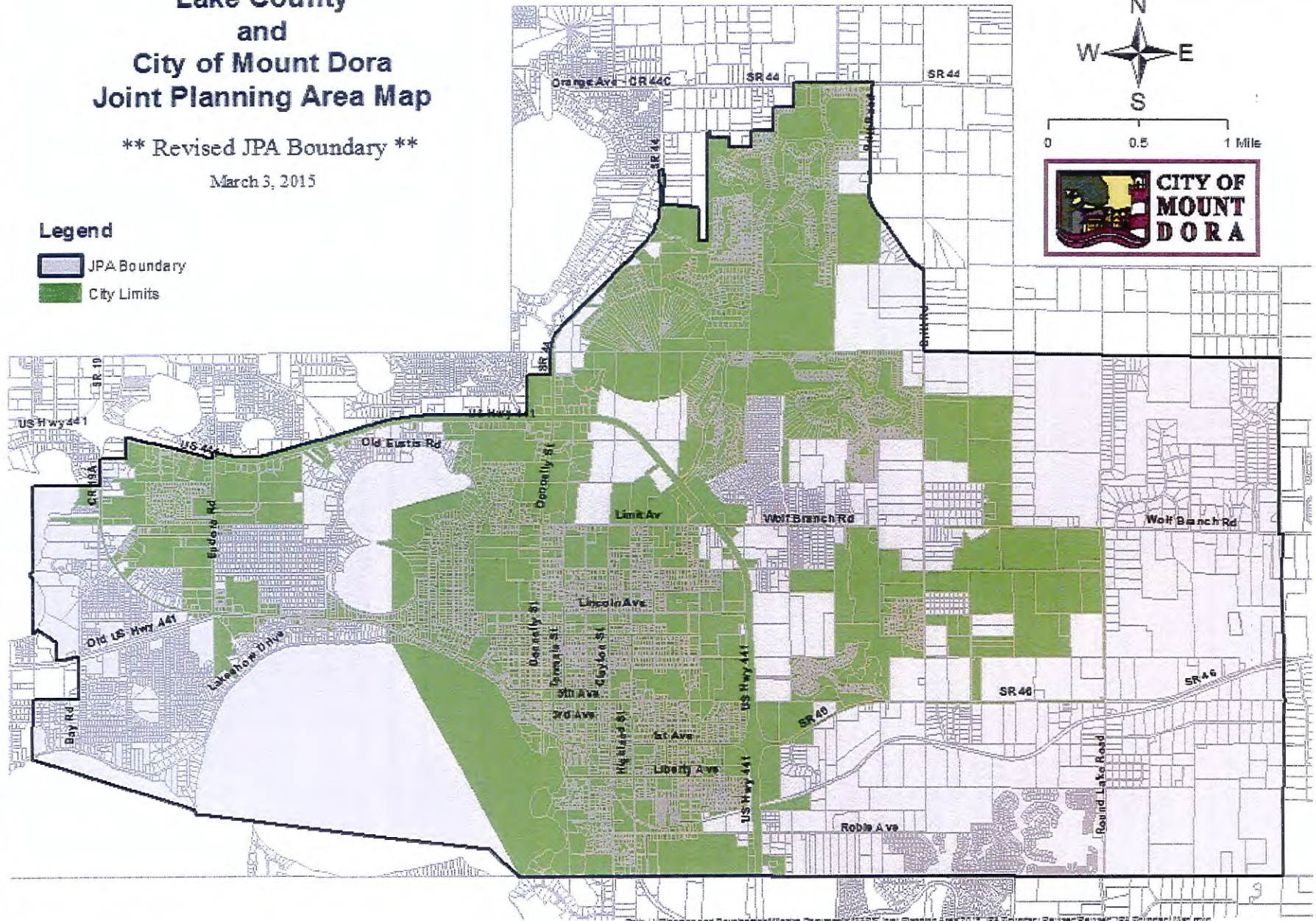
Legend

- JPA Boundary
- City Limits

Exhibit "A"



0 0.5 1 Mile



Path: U:\Planning and Development\Water Documents\JPA\JPA Planning Area\2015 JPA Boundary Revised\Revised JPA Boundary Map.mxd

TAB 2

Mount Dora and Lake County Proposed 2ND JPA AMENDMENT

***** DRAFT *****

April 6, 2023

1 **SECOND AMENDMENT TO CITY OF MOUNT DORA-LAKE COUNTY**
2 **JOINT PLANNING AGREEMENT**
3

4 This is a Second Amendment to the Joint Planning Agreement is made by and between the City of
5 Mount Dora, a Florida Municipal Corporation (the “City”) and Lake County, Florida, a political subdivision
6 of the State of Florida (the “County”).
7

8 **PREAMBLE**
9

10 **WHEREAS**, on September 28, 2004, the parties entered into a Joint Planning Agreement (JPA)
11 for purposes of ensuring that the lands in the joint planning area are developed in a way that will ensure
12 efficient provision of public infrastructure and services; and
13

14 **WHEREAS**, on March 3, 2015, the parties entered into a First Amendment to the JPA to adjust
15 the boundary for the joint planning area in the vicinity of Bay Road and Old Highway 441; and
16

17 **WHEREAS**, the parties now desire to further amend the JPA to remove provisions that may be
18 deemed contrary to current law; and
19

20 **WHEREAS**, the parties have determined that this amendment is in the best interests of the public
21 health, safety, and welfare.
22

23 **NOW, THEREFORE**, the City and the County hereby agree as follows:
24

25 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by
26 reference.
27

28 **Section 2. Amendment.** Article III, entitled *Creation of Joint Planning Area*, of the original
29 agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:
30

31 **ARTICLE III – CREATION OF JOINT PLANNING AREA**
32

33 1. The Joint Planning Area shall consist of those lands identified in **Exhibit “A”** attached
34 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any
35 conflict between the Joint Planning Area described in **Exhibit “A”** attached to this Second Amendment
36 and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this
37 **Exhibit “A”** shall prevail.
38

39 2. The County and the City will use their best efforts to incorporate the terms and conditions
40 of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of
41 their respective plans. The County and the City will use their best efforts to amend their Land Development
42 Regulations to incorporate the terms and conditions stated herein. The County and the City will use their
43 best efforts to implement the ideas set forth in Article V hereof.
44

45 3. a. It is the intent of the City and the County that the comprehensive plans of the City
46 and the County shall ensure that the lands in the Joint Planning Area are developed consistent with
47 development within the City, and, at the same time, develop in a way that will ensure efficient provision of
48 public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall
49 be limited to a maximum density no greater than the highest density allowed within the Future Land Use
50 category established for the property by the County immediately prior to annexation.

b. The amendments contemplated in paragraph a, above, shall cover growth management issues and may include, but are not limited to, the following topics:

- (1) Timing of urban growth
- (2) Density of urban and pre-urban areas
- (3) Limiting private utility providers to areas outside the JPA
- (4) Environmental resource management, including potential greenbelt areas
- (5) Innovative and flexible planning such as mixed-use, clustering and open space provisions
- (6) Transportation planning consistent with Lake County transportation plan

4. a. It is the intent of the City and the County that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager and County Manager without requiring a further amendment to this Agreement.

b. In the interim time between the Effective Date of this amendment and the adoption of new JPA, the County shall continue to provide development applications to the City for review in accordance with Article IV. The City shall not require a development review fee from the applicant to provide comments to the County, unless the review is related to City utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the County, with a copy to the applicant.

c. If the property owner voluntarily applies to annex into the City under Section 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the property owner.

5. a. The City shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of **Exhibit "A"** of this Agreement. As real property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to amend this Agreement or **Exhibit "A."**

b. Terms of Annexation Related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting rights-of-way (i.e. cross streets), except for existing County roads currently being maintained within the City, as set forth herein below, the City shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties.

The following list of County roads shall not require assumption of maintenance:

1. Wolfbranch Road
2. Robie Avenue;
3. Old Highway 441;
4. CR19A;
5. Britt Road; and
6. Round Lake Road.

c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of- Way. Transfers of maintenance responsibility and ownership from the County to the City related to road rights-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the City and the County.

6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically identified in the list contained in Section 5.b above. The County agrees to continue to maintain these facilities until transferred to the City in accordance with the terms of this Agreement, or as this Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads constructed by the County in the City shall be maintained and owned by the County.

Section 3. Other Provisions. All other provisions of the original JPA shall remain in effect unless otherwise amended in writing or terminated by one or both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

1

CITY OF MOUNT DORA, FLORIDA

By: _____
Crissy Stile, Mayor

ATTEST:

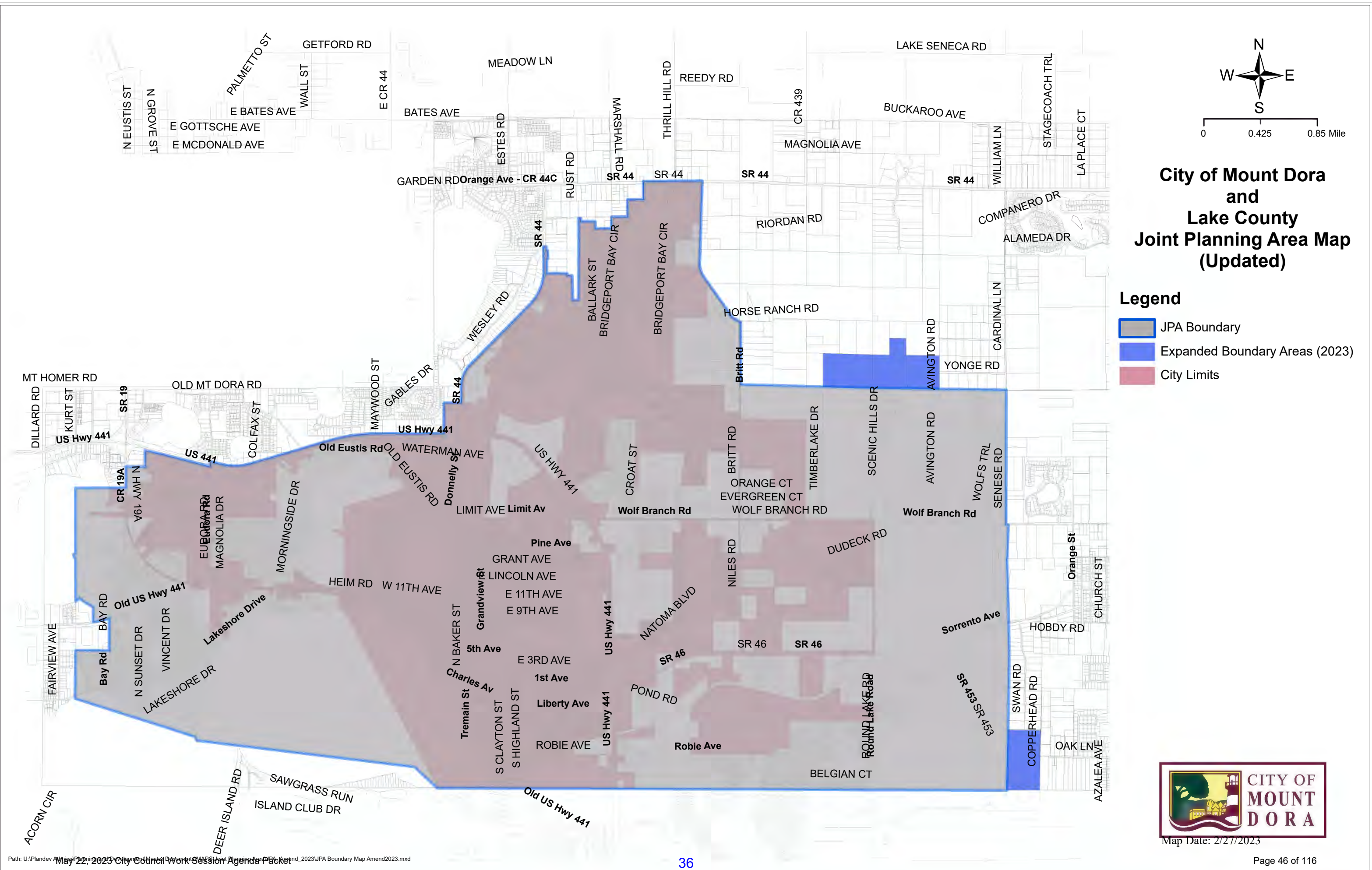
By: _____
Jeanann Hand, City Clerk

Approved as to form and legality
as to the City of Mount Dora, only.

Sherry G. Sutphen, City Attorney

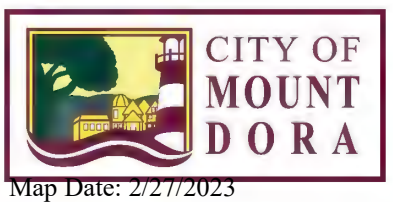
1
2

EXHIBIT “A”
Joint Planning Area Boundary



**City of Mount Dora
and
Lake County
Joint Planning Area Map
(Updated)**

- Legend**
- JPA Boundary
 - Expanded Boundary Areas (2023)
 - City Limits



Map Date: 2/27/2023

Exhibit "A"

TAB 3

Mount Dora and Orange County JPA November 19, 1996 And 1st JPA Amendment October 12, 2021

NOV 12 1996 CS | RR

**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. 1.5 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.

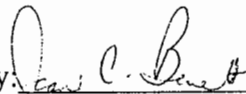
H. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof and the powers conferred by this Agreement shall be in addition and supplementary

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.

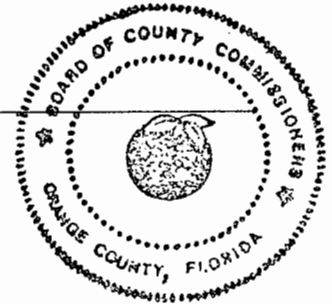
WHEREAS, the parties have set their hands and seals as of the date set forth below.

ORANGE COUNTY, FLORIDA

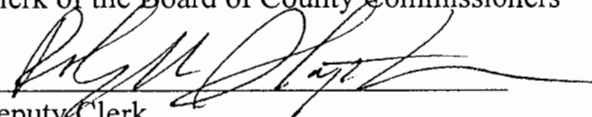
By: 

Linda W. Chapin
County Chairman

Date: NOV 15 1996



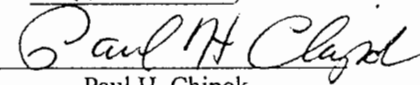
ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.

APPROVED AS TO FORM

11-13, 1996



Paul H. Chipok
Assistant County Attorney

CITY OF MOUNT DORA, FLORIDA

By: Paulette Alexander

Date: Nov 19, 1996

ATTEST:

Bonnie Brunson

TITLE: City Clerk

BY: _____

FOR USE AND RELIANCE ONLY.

APPROVED AS TO FORM

Nov 19, 1996

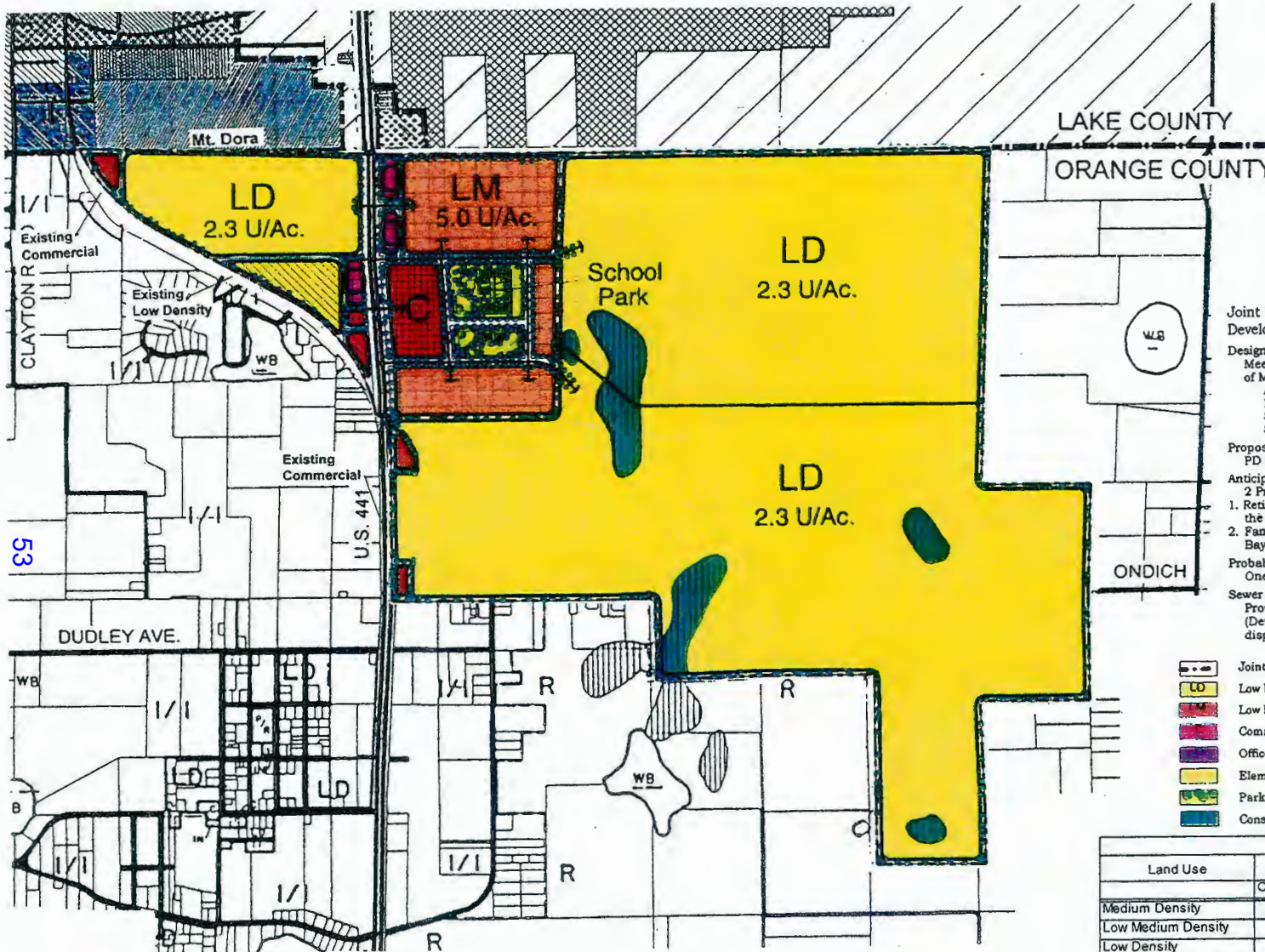
[Signature]
City Attorney

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

EXHIBIT A

DAVIS & ASSOCIATES
Master Planning, Development Consult
Project Management (407) 839-20

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:
2 Products
1. Retirement residential comparable to the Country Club of Mt. Dora.
2. Family residential comparable to Bay Hill.
Probable Development Amenity:
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
LD 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
* Site location of the school is subject to change in response to the School Board.

Orange County
Future Land Use Designations
R Rural, 1 Unit / 10 Acres
1/2 1 Unit / 2 Acres Max.
1/4 1 Unit / 1 Acre Max.
LD Low Density (1-4 DU/Acre)
LM Low Med. Density (>4 Max. 10 DU/Ac)
MD Medium Density (>10 Max 20 DU/Ac)
HD High Density (>20 DU/Acre)
O Office
C Commercial
IN Institutional
CON Conservation / Wetland
WB Water Body

City of Mt. Dora
Future Land Use Designations
PR Passive Recreation
IU Industrial Use
CU Conservation Use
AR Active Recreation
HR High Residential
MR Medium Residential
CO Commercial Use
PL Public Lands and Institutions

Lake County
Future Land Use Designations
EC Employment Center
UE Urban Expansion up to 4 DU/Acre
SU Suburban up to 3 DU/Acre

Land Use Summary

Land Use	Acreage		Square Feet		Residential Units		Development Intensi	
	Original	Revised	Original	Revised	Original	Revised	Original	Revised
Medium Density	100	na			1,800	na	18.0	na
Low Medium Density	na	90			na	450	na	5.0
Low Density	782	1,070			2,190	2,461	2.8	2.3
Existing Commercial	9	9	90,000	90,000			10,000	10,000
Commercial	31	18	310,000	180,000			10,000	10,000
Industrial	20	na	200,000	na			10,000	na
Office	26	10	260,000	100,000			10,000	10,000
Elementary School	na	15					na	na
Park	na	10					na	na
Conservation / Wetlands	32	43					na	na
Total	1000	1,265	860,000	370,000	3,990	2,911		

**FIRST AMENDMENT TO
JOINT PLANNING AREA INTERLOCAL AGREEMENT
BETWEEN
ORANGE COUNTY
AND
THE CITY OF MOUNT DORA**

THIS FIRST AMENDMENT TO THE JOINT PLANNING AREA INTERLOCAL AGREEMENT ("First Amendment") is made and entered into between **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida (the "County"), and the **CITY OF MOUNT DORA, FLORIDA**, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, the County and the City entered into a certain Joint Planning Area Interlocal Agreement ("Agreement") on November 19, 1996, with the purpose of engaging in coordinated planning of an approximately 1,265-acre area located in Orange County and adjacent to the City's municipal boundaries;

WHEREAS, The Parks of Mt. Dora, LLC ("Parks of Mt. Dora"), has applied to Orange County for a future land use map amendment for an approximately 63-acre parcel of property within Orange County, described as Parcel Identification Number 04-20-27-0000-00-001 ("Property"), from Growth Center-Planned Development-Office/Low-Medium Density Residential (GC-PD-O/LMDR) to Growth Center-Planned Development-Low-Medium Density Residential (GC-PD/LMDR) (Orange County Future Land Use Map Amendment Number 2021-1-A-2-1);

WHEREAS, the Parks of Mt. Dora's requested future land use map amendment necessitates that the County and the City amend the existing Joint Planning Area Conceptual Map ("JPACM") to change the designation on the JPACM for the Property from Office and Low-Medium Density to Low-Medium Density Residential;

First Amendment to the Joint Planning Area Interlocal Agreement between Orange County and the City of Mount Dora

WHEREAS, if the future land use map amendment is adopted by the County, the Parks of Mt. Dora intends to seek to rezone the Property to construct up to 188 single family detached dwelling units on the Property, consistent with the Low-Medium Density Residential designation;

WHEREAS, the adoption of the Parks at Mt. Dora's pending future land use map amendment application before the County is contingent upon the County and the City entering into this First Amendment; and

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes (2021), this First Amendment has been approved by the Mount Dora City Council and the Orange County Board of County Commissioners at separate advertised public hearings.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the County and the City hereby agree as follows:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

Section 2. Authority. This First Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes (2021), and (2) the Agreement.

Section 3. Amendment of JPACM. The Agreement is hereby amended to delete the **Exhibit "A,"** JPACM, in its entirety and replace the same with **Exhibit "A,"** the revised JPACM, attached hereto. The sole purpose for substituting the new Exhibit "A" with a revised JPACM is to change the designation for the Property from Low-Medium Density and Office to Low-Medium Density Residential. Accordingly, **Exhibit "A"** attached hereto shall supersede the JPACM, attached to the Agreement.

First Amendment to the Joint Planning Area Interlocal Agreement between Orange County and the City of Mount Dora

Section 4. No Third Party Beneficiaries. Nothing in this First Amendment, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, including The Parks of Mt. Dora, or neighboring property owners, any right, remedy, or claim under or by reason of this First Amendment or any provisions or conditions hereof, other than the parties hereto.

Section 5. Remaining Provisions Unchanged. Except as expressly set forth herein, all other provisions of the Agreement shall remain unchanged and in full force and effect.

Section 6. Effective Date. This First Amendment shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Council, whichever date is later.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

First Amendment to the Joint Planning Area Interlocal Agreement between Orange County and the City of Mount Dora

IN WITNESS WHEREOF, the County and the City have approved and executed this First Amendment on the dates inscribed below.

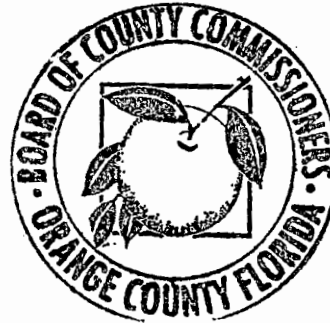
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

Date: October 12, 2021

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

By: *Katie Smith*
Deputy Clerk



First Amendment to the Joint Planning Area Interlocal Agreement between Orange County and the City of Mount Dora

CITY OF MOUNT DORA, a Florida
Municipal Corporation

By: 
Cathy T. Hoechst
Mayor of the City of Mount Dora, Florida

Date: September 7, 2021

ATTEST:


Jessica Burnham
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

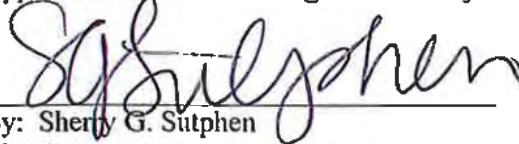
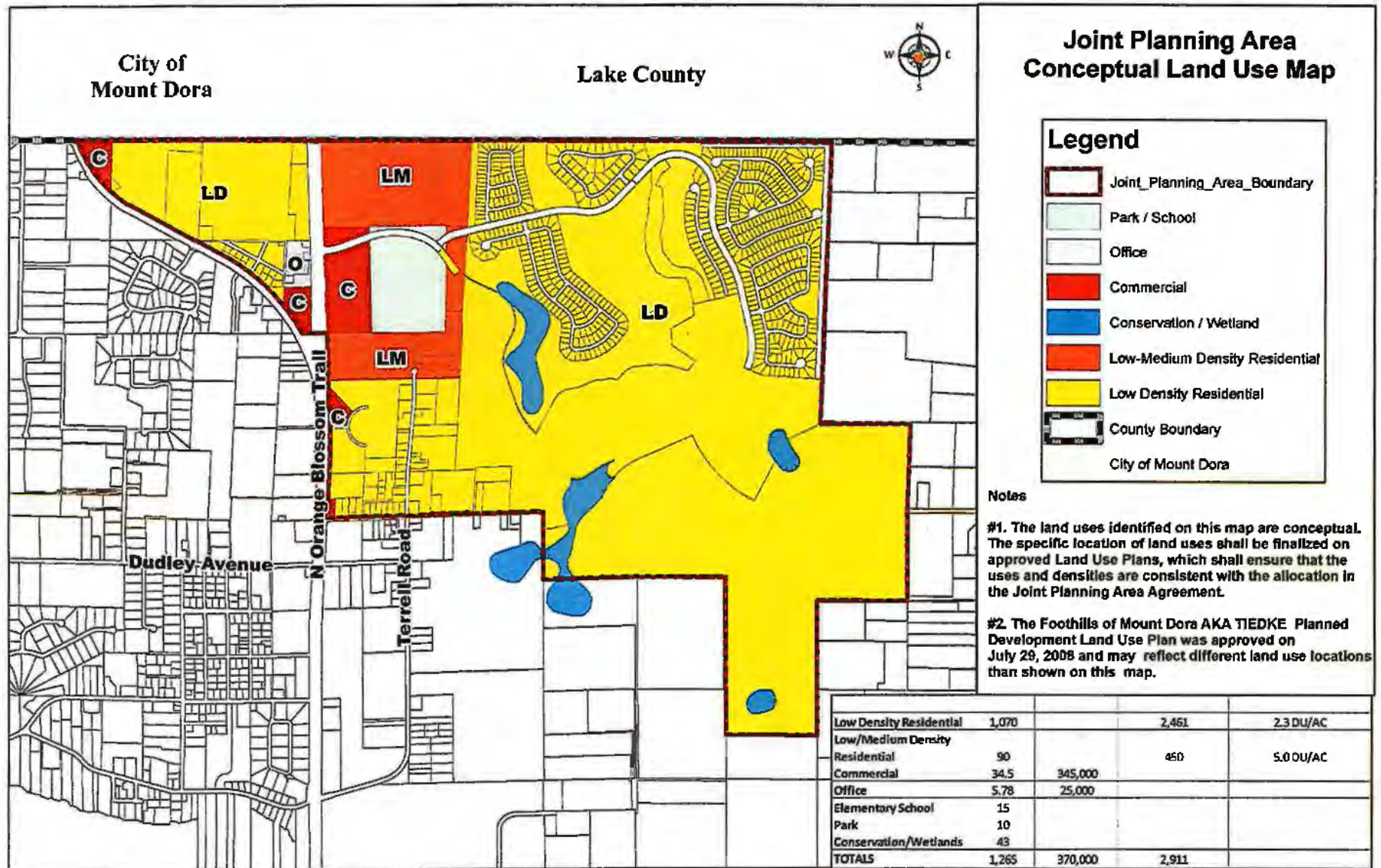

By: Sherry G. Sutphen
City Attorney

EXHIBIT "A"



City of
Mount Dora

Lake County



Joint Planning Area
Conceptual Land Use Map

Legend

- Joint_Planning_Area_Boundary
- Park / School
- Office
- Commercial
- Conservation / Wetland
- Low-Medium Density Residential
- Low Density Residential
- County Boundary
- City of Mount Dora

Notes

- #1. The land uses identified on this map are conceptual. The specific location of land uses shall be finalized on approved Land Use Plans, which shall ensure that the uses and densities are consistent with the allocation in the Joint Planning Area Agreement.
- #2. The Foothills of Mount Dora AKA TIEDKE Planned Development Land Use Plan was approved on July 29, 2008 and may reflect different land use locations than shown on this map.

Low Density Residential	1,070		2,461	2.3 DU/AC
Low/Medium Density Residential	90		450	5.0 DU/AC
Commercial	34.5	345,000		
Office	5.78	25,000		
Elementary School	15			
Park	10			
Conservation/Wetlands	43			
TOTALS	1,265	370,000	2,911	

TAB 4

Mount Dora and Orange County JPA Water and Wastewater Territorial Agreement

NOV 12 1996 CS/RR

CITY OF MOUNT DORA / ORANGE COUNTY

WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 12th day of November, 1996, by and between CITY OF MOUNT DORA, a municipal corporation located in Lake County, Florida, hereinafter referred to as the "City", and ORANGE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County".

RECITALS

1. The City is empowered by Chapter 166 and 180, Florida Statutes, to provide water and wastewater service within the incorporated limits of the City of Mount Dora, and pursuant to such authority, presently furnishes water and wastewater service to customers within the incorporated limits of the City of Mount Dora, Florida. It is recognized that the City of Mount Dora has provided water service to residents and businesses in unincorporated Orange County as memorialized in that City of Mt. Dora/Orange County Water Service Territorial Agreement, dated January 21, 1992.

2. The County is authorized to provide water and wastewater service pursuant to its home rule powers as a Charter County, Chapter 125, Florida Statutes, and other laws, within and throughout Orange County, Florida, and pursuant to such authority, presently furnishes water and wastewater service to customers in Orange County, Florida.

3. The City and the County both recognize the desirability and the need to provide water

and wastewater service in a manner which is both economical and consistent with state and federal rules and regulations and growth management policies of the two entities. To that end, the County has been asked by certain third parties to allow the City to furnish water and wastewater service to property located in the Northwest portion of Orange County, lying adjacent to the City, and to agree to an allocation of water and wastewater service area for the period hereinafter fixed and set forth.

4. In order to accomplish said area allocation, the Parties have agreed upon boundary lines (hereinafter "Territorial Boundaries"), encompassing an area hereinafter referred to as the "City's Territorial Area." The City's Territorial Area includes the City's service area in certain portions of Orange County, Florida more particularly depicted and described in Composite Exhibit "A" attached to and incorporated in this Agreement. In case of conflict between the legal description and the maps, the legal description shall govern.

5. In construing this Agreement, it is hereby declared by the Parties to be the purpose and the intent of this Agreement to prevent the needless and wasteful expenditures from unrestrained competition of two government utilities operating in overlapping service areas. The City and the County do not intend and are not by this Agreement (a) placing undue or unreasonable restrictions upon free competition, (b) fixing prices, or (c) unreasonably limiting the availability of water and wastewater service capacity.

ACCORDINGLY, in consideration of the Recitals, agreements, and mutual covenants contained herein, the Parties hereto agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and by this reference are incorporated in this Agreement.

SECTION 2. DEFINITIONS. The County and the City agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the

context requires otherwise:

2.1 “Agreement” means this City of Mount Dora/Orange County Water and Wastewater Service Territorial Agreement, as it may from time to time be modified.

2.2 “City’s Territorial Area” means all land lying within and encompassed by the Territorial Boundaries in Orange County, referred to in Recital No. 4, hereof.

2.3 “DEP” means the State of Florida Department of Environmental Protection or its successor agency.

2.4 “Director” shall mean the Director of Utilities, Utilities Division, Orange County, Florida, or the successor to such position.

2.5 “EPA” means the United States Environmental Protection Agency or its successor agency.

2.6 “Reclaimed Water” means highly treated wastewater which is suitable for direct, nonpotable, beneficial use.

SECTION 3. AREA ALLOCATIONS AND NEW CUSTOMERS.

3.1 Allocations. As between the City and the County, the City’s Territorial Areas are hereby allocated to the City as its water and wastewater service area as depicted in Composite Exhibit “A”, for the period of time hereinafter specified with the exception of those properly franchised or certificated areas (such as the area serviced by the Tangerine Water Company pursuant to a Florida Public Service Commission Certificate for Water Service) and other municipal service areas pursuant to applicable law. As between the City and the County, all lands in Orange County lying outside of the City’s Territorial Area are hereby allocated to the County as its water and wastewater service area for the same time period, hereinafter the “County’s Territorial Area,” with the exception of those properly franchised or certificated areas (such as the area serviced by the

Tangerine Water Company) and other municipal service areas pursuant to applicable law.

3.2 New Customers. The City shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the County's Territorial Area, unless, on a temporary or permanent basis, the County requests the City in writing to do so; and the County shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the City's Territorial Area, unless, on a temporary or permanent basis, the City requests the County in writing to do so. The City shall be responsible for collecting both Utility Fees, as defined hereinafter, and the Territorial Service Fee within the City's Territorial Area .

SECTION 4. RECLAIMED WATER. The transmission, distribution, disposal and application of Reclaimed Water by the City shall be restricted to the City's Territorial Area, and only for the purposes of residential and commercial landscape irrigation and golf course irrigation, and shall be in compliance with applicable laws, rules, ordinances and permit conditions, as well as with the Orange County Comprehensive Plan. The City shall not dispose of any wastewater effluent within Orange County which does not meet the standards for Reclaimed Water application in areas of public access as set forth in Rule 62-610, Part III, Florida Administrative Code, or successor rules or statutes. The foregoing shall not limit, prohibit, authorize, permit or otherwise address the present operation of reclaimed water sprayfield presently being operated by the City within the County.

SECTION 5. TERRITORIAL SERVICE FEE.

5.1 The City hereby covenants to charge monthly to its customers a Territorial Service Fee for each City customer in the City's Territorial Area, as determined by each customer's water meter size, all as set forth in Exhibit "B", attached hereto and incorporated herein, for each water connection in the City's Territorial Area. Unless waived by the County for a particular year, the Territorial Service Fee shall increase by 2% each calendar year commencing on January 1, 2000.

5.2 The City shall pay the Territorial Service Fee to the County upon its receipt from the customers. The monthly service charge for utility service (whether water, wastewater or reclaimed water), excluding the Territorial Service Fee and the Utility Tax referenced in Section 6.1, shall not exceed an amount equal to a comparable monthly service charge paid by a customer residing within the City's limits multiplied by 1.25.

5.3 The City hereby expressly consents to the payment to the County of the Territorial Service Fee as consideration for the County's execution of this Agreement, and hereby expressly recognizes (1) the County's proprietary power to provide utility service, (2) the County's right to regulate the use of its rights-of-way and (3) that the provision for the Territorial Service Fee is material consideration under this Agreement.

SECTION 6. MISCELLANEOUS.

6.1 Assessments/Setting of Fees. The City covenants to bill each of its customers in the City's Territorial Area no less frequently than once each month, and shall include on its bill the utility tax permitted by Section 166.231 of Florida Statutes (1995) (or its successor statute) and to remit such revenue as is collected from such tax, along with the Territorial Service Fee, to the County on a monthly basis. Except as provided in Section 5, it is within the City's power and discretion to set the amount of connection fees to the City's water and wastewater system as well as the amount of charges for water, wastewater and reclaimed water service (hereinafter "Utility Fees"). However, the City agrees that it shall not impose any assessment, Utility Fees or taxes on customers within Orange County which the City would not impose on comparable customers within the City, without the consent of the County. Further, the City agrees that it shall not facilitate in any way the assertion of fees or taxes on Orange County customers by any local government (other than Orange County) without the express written consent of Orange County.

6.2 Concurrency. The City shall annually submit its annual water, wastewater and reclaimed water Capital Improvements Budget and report of the available water, wastewater and reclaimed water capacity to Orange County within thirty (30) days of its finalization so as to keep Orange County apprised of such circumstance . The City agrees that it will cooperate with the County's concurrency management system in order to assure and determine that sufficient utility capacity within its service area in Orange County exists prior to the County authorizing development. Specific administrative procedures for City's participation in the County's Concurrency Management System shall be mutually agreed by the parties.

6.3 As-Builts. The City shall send to the County "As-Built" construction drawings of all utility and related facilities located within the City's Territorial Area and annually update said "as-builts" and provide copies of said updated "as-builts" to Orange County.

6.4 County agrees to cooperate reasonably with City to provide any documents, legal opinions or resolutions necessary to permit the City to issue bonds to fulfill its obligations herein.

6.5 The City will cooperate with the County and assist in the enforcement of water conservation programs, water shortage declarations and other regulatory restrictions.

6.6 The City does not have adequate capacity to service all of the property within the City's Territorial Area. If an owner of a parcel wishes to obtain utility availability and capacity is not available, the parties anticipate the property owner shall enter into a utility agreement with the City for the purposes of establishing the fees, timing, and other conditions satisfactory to the parties for the establishment of the requisite capacity.

SECTION 7. WATER AND WASTEWATER FACILITIES.

7.1 The City hereby has the right and authority to construct water, wastewater and reclaimed water pipelines in Orange County in the City's Territorial Area including the right to extend such

lines to east of the City's Territorial Area and north along Round Lake Road in order only to loop the City's system, and not for providing water, wastewater and/or reclaimed water service to customers outside the City's Territorial Area and only subject to compliance with all applicable laws, rules, ordinances, and permit conditions, and only if and to the extent such lines are compatible with the Orange County Comprehensive Plan (as that document may be amended, revised, or succeeded from time to time). The City is specifically not exempted from (i) obtaining County "Right-of-Way Utilization" permits and "Utility Facility" permits for installing and maintaining its water, wastewater, and reclaimed water lines. The City is also not exempted from any utility construction requirements contained within the Orange County Subdivision Regulations and other applicable provisions of the Orange County Code.

7.2 The County hereby reserves and reaffirms its right and authority, and as between the City and the County is hereby empowered, to construct water, wastewater, and reclaimed water facilities, including, but not limited to, pipelines, treatment plants, disposal systems and appurtenances, within the City's Territorial Area, but shall not serve any water and wastewater customers within the Territorial Area during the term of this Agreement. The City agrees to submit to the County, for informational purposes only, all reports, master plans, design drawings and specifications regarding the City's water, wastewater and reclaimed water facilities that provide service within the City's Territorial Area.

7.3 The City agrees to allow the County to inspect any and all water, wastewater, and reclaimed water facilities within the control of the City and located in Orange or Lake County which provide service to residents of Orange County.

SECTION 8. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon

or by reason hereof to or for the benefit of any third party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants and conditions herein contained shall inure only to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

SECTION 9. ASSIGNMENTS. Except as otherwise specifically provided for herein, this Agreement shall not be assignable without the express written permission of the parties which permission may be granted or denied in each party's sole discretion. The parties, however, have the right to assign to any other government or any other governmental utility provider the rights, duties, and obligations hereunder upon notification of said assignment to the other party. Notwithstanding anything to the foregoing to the contrary, the City shall not assign any of its rights, obligations or duties under this Agreement to any investor-owned utility without the express written permission of the County which permission may be granted or denied at the County's sole discretion. Further, the City covenants not to enter into any agreement which would have the effect of assisting an investor-owned utility in obtaining certification from the Public Service Commission to provide water, wastewater and/or reclaimed water services in the City's Territorial Area.

SECTION 10. NOTICE: PROPER FORM. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a 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:

COUNTY: Director of Utilities
Orange County Utilities Division
109 East Church Street, Fourth Floor
Orlando, Florida, 32801

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

and

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

SECTION 11. INDEMNIFICATION. To the extent allowed by State law, including but not limited to Chapter 768 of Florida Statutes (or any successor legislation), the County and the City agree (a) to hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, and (b) to hold the other harmless from third-party suits against the indemnifying party which results from the discontinuance of water and wastewater service for failure of a third party or purchaser to pay for water and wastewater service or other causes. Neither the County or City shall, by virtue of entering into this Agreement, waive the sovereign immunity limits established by State law.

SECTION 12. SERVICE STANDARDS. The City shall guarantee water pressure and water quantities to meet County standards (including County subdivision regulations) and potable water quality meeting EPA and DEP standards to all new and existing customers.

SECTION 13. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced

and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 14. TERM OF AGREEMENT; TERMINATION.

This Agreement shall take effect as of the date first above written and shall terminate on January 1, 2047. Upon termination, the City shall retain title to all water, wastewater, and reclaimed water facilities then owned by it in the City's Territorial Area and may continue to provide water, wastewater, and reclaimed water service to all customers being served by the City as of the date of termination of this Agreement, without the duty to pay the Territorial Service Fee to the County or otherwise to comply with the requirements of this Agreement. Further, the City may serve such additional customers in the City's Territorial Area (or elsewhere in Orange County) as the County may thereafter approve from time to time in writing (which approval may be granted or denied at the County's sole discretion), but may not expand its utility systems (whether within the City's Territorial Area or elsewhere in Orange County) or otherwise agree to serve any additional customers in the City's Territorial Area without the County's written approval (which likewise may be granted or denied at the County's sole discretion).

Notwithstanding the foregoing, the City may repair, replace, reconstruct, and renovate its utility systems in the City's Territorial Area from time to time after termination of this Agreement without the necessity of County approval so long as such repairs, replacements, reconstruction, or renovation do not constitute an expansion of the City's utility systems in the City's Territorial Area and do not result in the City serving additional customers.

Nothing in this section shall act to prevent the City from offering to sell its utility systems in the City's Territorial Area to the County or to any other buyer after termination of this Agreement. Likewise, nothing in this section shall act after termination hereof to prevent the County from

offering to purchase the City's utility systems, to prevent the City and County from negotiating and entering into any other form or type of agreement with respect to the City's utility systems, or to prevent the City from ceasing the operation of all or any portion of the utility systems or otherwise relinquishing the ownership and control thereof in such fashion as the City sees fit.

This Section 14 shall survive the termination of this Agreement.

SECTION 15. DISCLAIMER OF SECURITY. Notwithstanding any other provisions of this Agreement, the City and the County expressly acknowledge: (a) that they have no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement; and (b) that their rights to any payments under this Agreement are subordinate to the rights of all holders of any revenue bonds, or notes of the other, whether currently outstanding or hereafter issued.

SECTION 16. TIME OF ESSENCE/INABILITY TO SERVICE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. Should the City be unable to provide water or wastewater capacity and service in the City's Territorial Area within 5 years from the date of this Agreement, then, at the option of either party this Agreement may be terminated. Likewise, should the County Comprehensive Plan Amendment No. 96-2-A-2-1 not become effective within 5 years of this Agreement, then, at the option of either party this Agreement may be terminated.

SECTION 17. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 18. NOTICES; DEFAULT. Each of the parties hereto shall give the other party) written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 19. REMEDIES. The parties hereto shall be entitled to all remedies at law or in equity, including expressly but not limited to injunctive relief and specific performance, in the course of enforcing this Agreement.

SECTION 20. VENUE. Venue shall lie in the Circuit Court in and for the county of the defending local government .

SECTION 21. CONSTRUCTION OF AGREEMENT, INTENT AND INTERPRETATION. This Agreement shall not be construed as forming any basis of any understanding for the modifications or alteration of the powers of the City or the County as they now exist or may be modified in the future, except as are lawfully and expressly modified by the terms of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Furthermore, this Agreement may be amended, and material consideration hereunder may be waived, only by written instrument approved by the Board of County Commissioners for the County and the City Council for the City (or their respective successor governing bodies) and executed and delivered respectively, by the Orange County Chairman and the Mayor (or other appropriate, authorized officials).

SECTION 23. CHALLENGES. If this Agreement is challenged by any third party 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. The City however, shall not be obligated to defend any challenges to the Territorial Service Fee or the Utility Tax referenced in Sections 5 and 6.1 herein. In the event of any challenge to either the Utility Tax or the Territorial Service Fee, the City agrees to notify the County and the County shall have the right to defend and intervene as the real party in interest to any such challenge.

SECTION 24. HEADINGS. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

SECTION 25. RECORDS AND REPORTING.

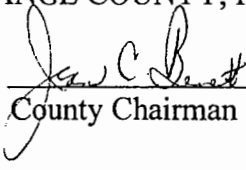
25.1 The City shall maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the number of water, wastewater, and reclaimed water customers served in the City's Territorial Area, as well as the number of water connections for each such customer, for a period of three (3) full years after the expiration of this Agreement.

26.2 The County shall have the right to audit from time to time for compliance by the City of payment of all amounts payable by the City under this Agreement.

25.3 The County shall have full access, for inspection, review and audit of all the aforementioned books, records and documents.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement as of the date and year first above written.

ORANGE COUNTY, FLORIDA

BY: 

County Chairman



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

BY: *Ryan Dyer*
Deputy Clerk



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of ____, 1996 by
Linda W. Chapin, County Chairman of Orange County, Florida, and acknowledged before me that
she executed the foregoing instrument on behalf of Orange County. She is personally known to me.

(NOTARY SEAL)



TRISHA M. GRENNELL
MY COMMISSION # CC316626 EXPIRES
September 16, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

Trisha M. Grennell
NOTARY SIGNATURE

Trisha M. Grennell
PRINTED NOTARY SIGNATURE
Notary Public, State of Florida
Commission Number: CC316626
My Commission Expires: 9/16/97

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM
November 13, 1996
Carol Ann Reis
Assistant County Attorney

Attest:

Bernice Binson
Title: City Clerk
By: _____

CITY OF MOUNT DORA, FLORIDA

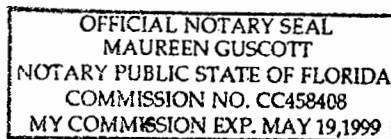
By: *Paulette Alexander*
Title: Mayor

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 20th day of November, 1996 by

PAULATTE ALEXANDER, on behalf of the
CITY OF MOUNT DORA
~~partnership.~~ He is personally known to me or has produced _____ as
identification.

(NOTARY SEAL)



Maureen Guscott
NOTARY SIGNATURE

MAUREEN GUSCOTT
PRINTED NOTARY SIGNATURE
Notary Public, State of FLORIDA
Commission Number: _____
My Commission Expires: _____

FOR THE USE AND RELIANCE
OF THE CITY OF MOUNT DORA
ONLY, APPROVED AS TO FORM.

November 19, 1996

[Signature]
City Attorney

clr:agrcnt\mtdora3.wpd
(rev.11/07/96)

Composite Exhibit A

City of Mount Dora Territorial Area

BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST ALONG THE NORTH SECTION LINE OF SAID SECTION 3, ALSO BEING THE BORDER OF LAKE/ORANGE COUNTY LINE 2610' $\pm$ TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST, TO THE POINT OF BEGINNING; THEN CONTINUE WEST 10,553.3' $\pm$ TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN CONTINUE WEST 540' $\pm$ TO THE CENTERLINE OF ALTERNATE 441; THEN RUN SOUTHEASTERLY ALONG THE CENTERLINE OF 441 A DISTANCE OF 5,262.99' $\pm$ TO THE CENTERLINE OF U.S. 441; THEN RUN SOUTH ALONG THE CENTER LINE OF U.S. 441 (NORTH ORANGE BLOSSOM TRAIL) TO THE CENTER LINE OF WADSWORTH ROAD, ALSO BEING THE SOUTH LINE OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN EAST 1,327.5'; THEN CONTINUE EAST ALONG THE SOUTH SECTION LINE OF SAID SECTION 4, A DISTANCE OF 1,967.7' $\pm$ TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4; THEN RUN SOUTH A DISTANCE OF 996' $\pm$ TO THE SOUTHWEST CORNER OF PARCEL 50 IN SECTION 9, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN EAST 2,640' TO THE NORTHEAST CORNER OF PARCEL 3 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN SOUTH 2,310'; THEN RUN EAST A DISTANCE OF 1,320'; THEN RUN NORTH 1,980'; THEN RUN EAST 1,320'; THEN RUN NORTH A DISTANCE OF 2,640' TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST TO A POINT IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST A DISTANCE OF 1,604'; THEN RUN NORTH 3,959' TO THE NORTH LINE OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALSO BEING THE POINT OF BEGINNING ALL LANDS LYING WITHIN ORANGE COUNTY, FLORIDA.

LESS THE FOLLOWING FOR WATER SERVICE ONLY (TANGERINE WATER COMPANY AREA):

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST ALONG THE CENTER SECTION LINE OF SAID SECTION 4 TO THE CENTERLINE OF ALTERNATE 441; THEN RUN SOUTHEASTERLY ALONG THE CENTERLINE OF 441 TO THE CENTERLINE OF US 441; THEN RUN SOUTH ALONG THE CENTERLINE OF US 441 (NORTH ORANGE BLOSSOM TRAIL) TO THE CENTERLINE OF WADSWORTH ROAD, ALSO BEING THE SOUTH LINE OF SAID SECTION 4; THEN RUN EAST ALONG THE SOUTH SECTION LINE OF SAID SECTION 4 TO THE SOUTHEAST CORNER OF SOUTHEAST 1/4 OF SAID SECTION 4; THEN RUN NORTH ALONG THE EAST SECTION LINE OF SAID SECTION 4

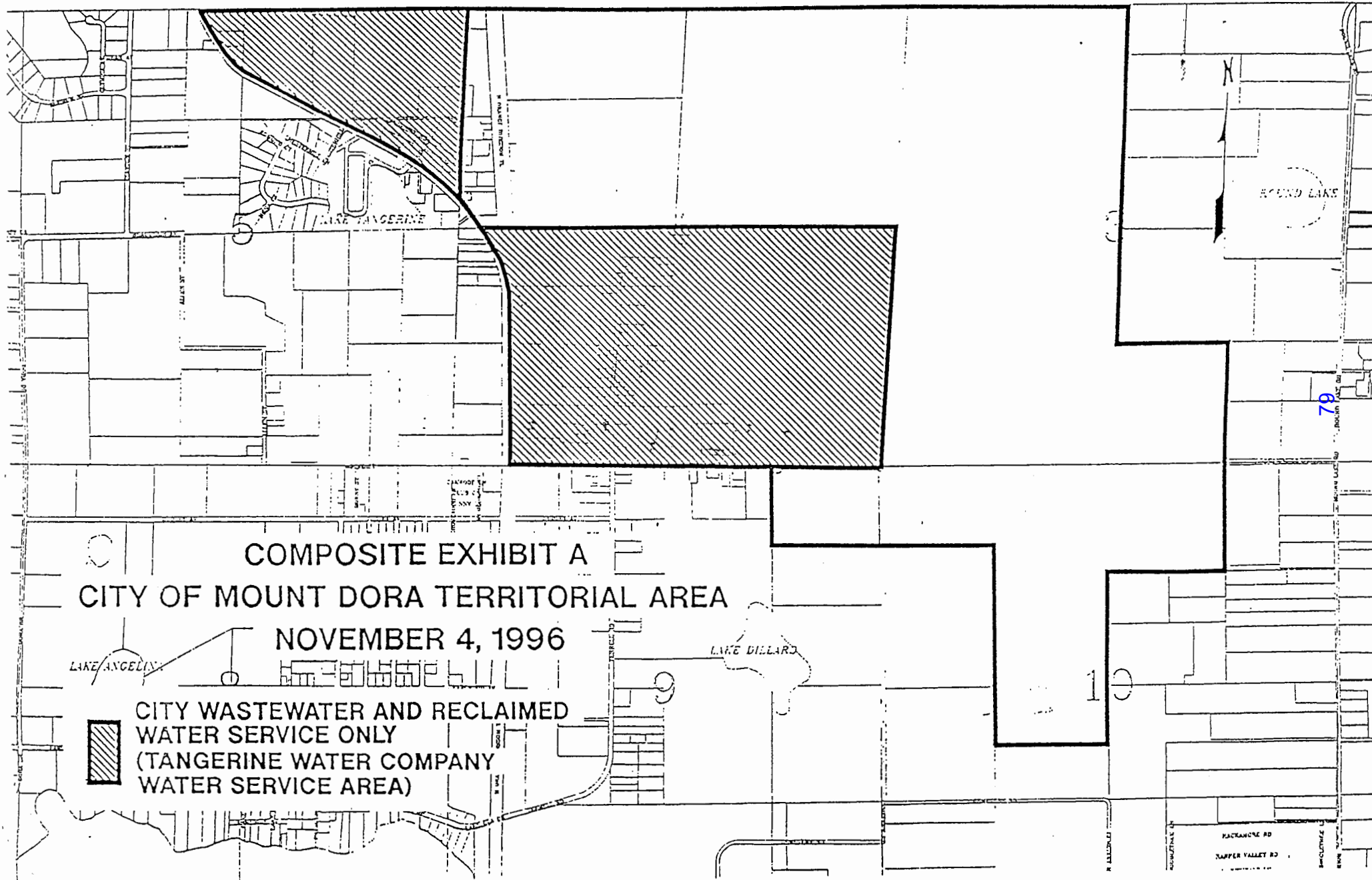
Composite Exhibit A, cont.

**City of Mount Dora
Territorial Area**

TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALSO BEING THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING FOR WATER SERVICE ONLY (TANGERINE WATER COMPANY AREA):

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST ALONG THE THE NORTH SECTION LINE OF SAID SECTION 5 ALSO BEING THE BORDER OF LAKE/ORANGE COUNTY TO THE CENTER LINE OF ALTERNATE 441; THEN RUN SOUTHEASTERLY ALONG THE CENTER LINE OF 441 TO THE EAST SECTION LINE OF SAID SECTION 5; THEN RUN NORTH ALONG THE EAST SECTION LINE OF SAID SECTION 5 TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 EAST, RANGE 27 SOUTH, ALSO BEING THE POINT OF BEGINNING.



**CITY OF MOUNT DORA/ORANGE COUNTY
WATER AND WASTEWATER SERVICE
TERRITORIAL AGREEMENT**

EXHIBIT "B"

TERRITORIAL SERVICE FEE

<u>WATER METER SIZE</u>	<u>MONTHLY CHARGE PER CUSTOMER METER</u>
5/8 by 3/4 inch meter	\$ 9.00
1 inch meter	15.99
1-1/2 inch meter	27.63
2 inch meter	41.59
3 inch meter	78.84
4 inch meter	120.75
6 inch meter	237.16
8 inch meter	376.85
10 inch meter	586.38

TAB 5

Resolution No. 2018-24

March 20, 2018

Amendment to the Existing Interlocal Agreement with City and Orange County

RESOLUTION NO. 2018-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH ORANGE COUNTY; AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ACTIONS, PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is empowered by Chapter 166 and 180, Florida Statutes, to provide water and wastewater service; and

WHEREAS, the City of Mount Dora and Orange County both recognize the desirability and the need to provide water and wastewater service; and

WHEREAS, the City of Mount Dora and Orange County entered into Interlocal Water and Wastewater Service Territorial Agreement on November 12, 1996, for certain lands located within unincorporated Orange County along U.S. Highway 441 and being adjacent to the Mount Dora City Limits; and

WHEREAS, the City of Mount Dora, through said agreement, has the right and authority to construct water, wastewater, and reclaimed water utility lines within a prescribed area; and

WHEREAS, the parties wish to amend said Interlocal Water and Wastewater Service Territorial Agreement to meet the current needs of their citizenry.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution and hereby adopts the recitals above as its legislative intent.

SECTION 2. Approval of Interlocal Agreement. The City Council approves this first Amendment to the Interlocal Agreement with the Orange County as provided in Exhibit #1.

SECTION 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the amended Interlocal Agreement.

SECTION 4. Implementing Actions. The Mayor and the City Manager are hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings. All prior actions of the City relative to the Interlocal Water and Wastewater Service Territorial Agreement, and any and all associated or related matters, are hereby ratified and affirmed.

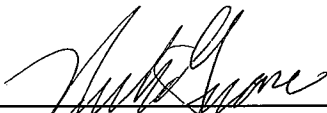
SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 7. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

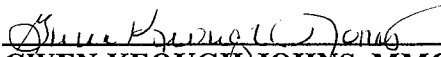
SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A. D, 2018.



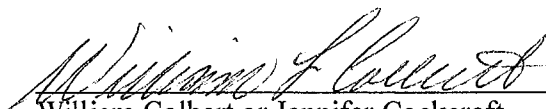
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.



William Colbert or Jennifer Cockcroft
City Attorney

Resolution No. 2018-24
Page 2 of 2

EXHIBIT #1

**First Amendment to City of Mount Dora and Orange County
Water and Wastewater Service Territorial Agreement**

**FIRST AMENDMENT TO CITY OF MOUNT DORA/ORANGE COUNTY
WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT**

THIS FIRST AMENDMENT TO CITY OF MOUNT DORA/ORANGE COUNTY WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT (the "First Amendment") is made and entered into as of the date of last execution below, by and between **CITY OF MOUNT DORA**, a municipal corporation located in Lake County, organized and existing under the laws of the State of Florida, whose address is 510 North Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY;" and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801, hereinafter referred to as the "COUNTY." The CITY and the COUNTY may also hereinafter be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the CITY and the COUNTY entered into the City of Mount Dora/Orange County Water and Wastewater Service Territorial Agreement (hereinafter the "Territorial Agreement") on or about November 20, 1996; and

WHEREAS, the CITY and the COUNTY, in the best interest of its citizens, desire to rescind the Territorial Service Fee, as that term is defined in the Territorial Agreement, in accordance with the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the CITY and the COUNTY hereby agree as follows:

SECTION 1. RECITALS INCORPORATED

All the recitals contained herein are true and correct, and are incorporated herein and made a part of this First Amendment by this reference.

SECTION 2. AMENDMENT TO SUBSECTION 3.2, NEW CUSTOMERS.

Subsection 3.2, New Customers, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

3.2 New Customers. The City shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the County's Territorial Area, unless, on a temporary or permanent basis, the County requests the City in writing to do so; and the County shall not hereafter serve or offer to

**FIRST AMENDMENT TO CITY OF MOUNT DORA/ORANGE COUNTY
WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT**

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RECITALS

WHEREAS, the CITY and the COUNTY entered into the City of Mount Dora/Orange County Water and Wastewater Service Territorial Agreement (hereinafter the "Territorial Agreement") on or about November 20, 1996; and

WHEREAS, the CITY and the COUNTY, in the best interest of its citizens, desire to rescind the Territorial Service Fee, as that term is defined in the Territorial Agreement, in accordance with the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the CITY and the COUNTY hereby agree as follows:

SECTION 1. RECITALS INCORPORATED

All the recitals contained herein are true and correct, and are incorporated herein and made a part of this First Amendment by this reference.

SECTION 2. AMENDMENT TO SUBSECTION 3.2, NEW CUSTOMERS.

Subsection 3.2, New Customers, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

3.2 New Customers. The City shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the County's Territorial Area, unless, on a temporary or permanent basis, the County requests the City in writing to do so; and the County shall not hereafter serve or offer to

serve any customer (whether individual or on a project basis) located in the City's Territorial Area, unless, on a temporary or permanent basis, the City requests the County in writing to do so. The City shall be responsible for collecting ~~both the~~ Utility Fees, as defined hereinafter, ~~and the Territorial Service Fee~~ within the City's Territorial Area.

SECTION 3. REPEAL OF SECTION 5, TERRITORIAL SERVICE FEE.

Section 5 and **Exhibit "B"** to the Territorial Agreement is hereby deleted in its entirety.

SECTION 4. AMENDMENT TO SUBSECTION 6.1, ASSESSMENTS/SETTING OF FEES.

Subsection 6.1, Assessments/Setting of Fees, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

6.1 Assessments/Setting of Fees. The City covenants to bill each of its customers in the City's Territorial Area no less frequently than once each month, and shall include on its bill the utility tax permitted by Section 166.231, of Florida Statutes (1995) (or its successor statute), and to remit such revenue as is collected from such tax, ~~along with the Territorial Service Fee~~, to the County on a monthly basis. Except as provided in Section ~~56~~, it is within the City's power and discretion to set the amount of connection fees to the City's water and wastewater system as well as the amount of charges for water, wastewater, and reclaimed water service (hereinafter "Utility Fees"). However, the City Agrees that it shall not impose any assessment, Utility Fees or taxes on customers within Orange County which the City would not impose on comparable customers within the City, without the consent of the County. The monthly service charge for utility service (whether water, wastewater, or reclaimed water), excluding the Utility Tax referred to in this subsection 6.1, shall not exceed an amount equal to a comparable monthly service charge paid by a customer residing within the City's limits multiplied by a factor of no more than 1.25. Further, the City agrees that it shall not facilitate in any way the assertion of fees or taxes on Orange County customers by any local government (other than Orange County) without the express written consent of Orange County.

SECTION 5. NOTICE.

Notice to the County, as required under Section 10 of the Territorial Agreement shall be amended as follows:

COUNTY: Director of Utilities
 Orange County Utilities
 9150 Curry Ford Road
 Orlando, FL 32825

With a copy to: County Administrator
Orange County Government
201 S. Rosalind Ave., 5th Floor
P.O. Box 1393
Orlando, FL 32802-1393

SECTION 6. AMENDMENT TO SECTION 14, TERM OF AGREEMENT; TERMINATION.

The first paragraph of Section 14, Term of Agreement; Termination, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

This Agreement shall take effect ~~as of the date first above written on~~ November 20, 1996, and shall terminate on January 1, 2047. Upon termination, the City shall retain title to all water, wastewater, and reclaimed water facilities then owned by it in the City's Territorial Area and may continue to provide water, wastewater, and reclaimed water service to all customers being served by the City as of the date of termination of this Agreement, without the duty to ~~pay the Territorial Service Fee to the County or otherwise~~ to comply with the requirements of this Agreement, except as otherwise provided in this Agreement. Further, the City may serve such additional customers in the City's Territorial Area (or elsewhere in Orange County) as the County may thereafter approve from time to time in writing (which approval may be granted or denied at the County's sole discretion), but may not expand its utility systems (whether within the City's Territorial Area or elsewhere in Orange County) or otherwise agree to serve any additional customers in the City's Territorial Area without the County's written approval (which likewise may be granted or denied at the County's sole discretion).

SECTION 7. AMENDMENT TO SECTION 23, CHALLENGES.

Section 23, Challenges, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

If this Agreement is challenged by any third party 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. The City however, shall not be obligated to defend any challenge to ~~the Territorial Service Fee or the Utility Tax~~ referenced in ~~Sections 5 and Subsection 6.1~~ Subsection 6.1 herein. In the event of any challenge to ~~either the Utility Tax or the Territorial Service Fee~~, the City agrees to notify the County and the County shall have the right to defend and intervene as the real party in interest to any such challenge.

SECTION 8. EFFECTIVE DATE OF REPEAL OF TERRITORIAL SERVICE FEE; PRIOR TERRITORIAL SERVICE FEES.

The City shall cease assessing the Territorial Service Fee within 30 days of final execution of this First Amendment. The City shall collect and remit to the County all Territorial Service Fees that were assessed per the Territorial Agreement. Any prior Territorial Service Fees paid to the County will remain the property of the County, and shall not be refunded.

SECTION 9. AGREEMENT IN FULL FORCE.

The Parties agree and affirm that the Effective Date of the Territorial Agreement is November 20, 1996. Except as expressly modified herein, the Territorial Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the CITY and COUNTY have below caused this First Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

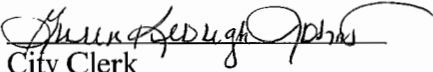
By: *Noelia Perez*
Deputy Clerk

Print: Noelia Perez

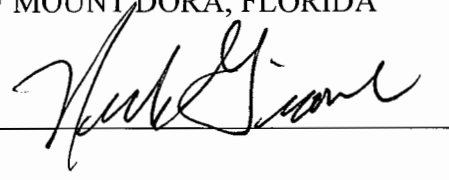
Date: MAR 20 2018

Attest:

CITY OF MOUNT DORA, FLORIDA

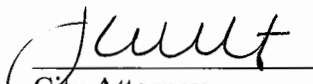

City Clerk

Mayor



Date: April 18, 2019

Approved as to form and reliance
for the benefit of the City:


City Attorney
Jennifer Cookcrott, Esq.

TAB 6

City / Orange County December 3, 2002 Foothills (Stoneybrook Hills) Utility Service Agreement

Prepared by and return to:
Hal H. Kantor, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

UTILITY SERVICES AGREEMENT

THIS UTILITY SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of December, 2002, by and between THE CITY OF MOUNT DORA, a Florida municipal corporation (the "City"), and FOOTHILLS OF MT. DORA, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer is the contract purchaser of approximately nine hundred sixty-eight (968) acres of real property situated in Orange County, Florida, which lies outside the corporate limits of the City as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Developer intends to develop a portion of the Property consisting of approximately 682.5 acres into a mixed-use community consisting of 999 single family residences, 180,000 square feet of commercial uses, an elementary school site and park, potential golf course facilities and related recreational amenities (the "Project"); and

WHEREAS, at some time in the future, Developer may develop on the balance of the Property additional dwelling units or an additional golf course or some combination thereof (this additional development shall hereinafter be referred to as the "Additional Development"); and

WHEREAS, the City is the owner and operator of water and reclaimed water production and distribution facilities, and sewer collection and disposal facilities (collectively the "City Facilities"); and

WHEREAS, Developer desires to utilize water, reclaimed water and sewer services provided by the City; and

WHEREAS, the City has agreed to make its water facilities, reclaimed water facilities and sewer facilities available to the Project and the Additional Development on the terms and conditions hereinafter set forth.

WHEREAS, the City has the legal authority to provide such services in accordance with that certain City of Mt. Dora/Orange County Water and Wastewater Service Territorial Agreement between the City and Orange County, Florida, a political subdivision of the State of Florida dated November 20, 1996 (the "Territorial Service Agreement");

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money paid and to be paid hereunder and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby stipulate and agree as follows:

1. AGREEMENT TO PROVIDE SERVICES. Subject to the terms and conditions of the Territorial Service Agreement, the City hereby agrees to make water, reclaimed water and sewer service (hereinafter collectively referred to as the "Services") available to the Project and the Additional Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. The City agrees that such Services shall be made available through the City Facilities and the Service Lines (as hereinafter defined) which the City has constructed to the intersection of Robie Road and State Road 441 and through the On-Site Facilities (as hereinafter defined) to be constructed by Developer on the Property. The City further agrees that the Services to be provided hereunder shall meet the current standards or requirements, as the case may be, of all local, state and federal governmental agencies having jurisdiction over the City; provided, however, that the City shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the On-Site Facilities to be constructed by Developer for purposes contemplated by Developer; and further, the acceptance of any such On-Site Facilities by the City shall not be an admission of, or acceptance of such responsibility. The City agrees that it has or shall have sufficient capacity to provide the Services for the Project and the Additional Development.

2. OFF-SITE IMPROVEMENTS. In order to provide Services to the Property sufficient to accommodate the requirements of the Project, the City has under construction a wastewater treatment facility on certain real property owned by the City which shall be completed in sufficient time to service the Project. The City represents that its existing water treatment facility has sufficient capacity to accommodate the requirements of the Project. In addition, the City has heretofore constructed and installed separate lines for water, reclaimed water and sewer transmission of a sufficient size adequate to serve the Project (the "Service Lines") from the existing terminus of each such line, stubbed-out to the right-of-way intersection of Robie Road and State Road 441. Developer shall, at its sole cost and expense, construct and install such transmission lines and improvements as may be required to connect Developer's On-Site Facilities to the Service Lines.

3. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to pay connection contributions (the "Connection Contributions") to the City for aid in construction of the City Facilities and the Service Lines for each residential unit and commercial use constructed on the Property. A Connection Contribution shall be paid for each dwelling unit constructed on the Property in the amount then charged by the City as of the date of each such payment. All Connection Contribution payments shall be paid by cashier's check or other funds acceptable to the City, at the time Developer requests Services hereunder for the residential units or commercial or recreational components of the Project to be served. The City shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Project unless the Connection Contributions have been paid for the portion of the Project subject to such advice; provided, however, so long as Developer is not in default under this Agreement, the City will accommodate Developer, upon request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment of the required Connection Contributions, the City will furnish the Services to the Project or the applicable portions thereof. The Connection Contributions shall be in lieu of any other tap-in or connection fees (or any other similar fee) charged by the City, but not in lieu of the following: (1) the charges for providing the Services at rates established by the City described in Paragraph 7 hereof, which shall be charged and paid

separately in accordance with Paragraph 7 hereof, and (2) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

4. PROPERTY FOR TREATED EFFLUENT DISPOSAL. The land for the City's disposal of treated effluent on the Property shall include at Developer's discretion the open space, lots, golf course (if constructed), common areas, and rights-of-way located within the Property (the "Disposal Property"). The use of the Disposal Property for the City's distribution of treated effluent shall be provided by Developer at no cost to the City. The City shall charge Developer for providing such effluent to the Project at rates and charges adopted by the City and applied equally to those using such effluent. The effluent returned to and disposed of on the Disposal Property shall, at a minimum, be equal in quantity to the amount of sewage waste created by the Project and shall meet all applicable standards for Reclaimed Water in areas of public access as set forth in Rule 62-610, Part III, Florida Administrative Code, or successor rules or statutes.

5. ON-SITE FACILITIES. As the Property is developed, from time to time Developer shall construct and install thereon, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Project to be constructed on the Property to the City's Facilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Project to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Developer only after the approval of the plans and specifications therefor by the City, which approval shall not be unreasonably withheld, delayed or conditioned. The plans and specifications shall be in accordance with the requirements of the City's standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof (to the extent required) from such agencies prior to commencement of construction.

B. Upon approval of the plans and specifications by the City, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications in all material respects. The City shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, that (i) any such inspection shall not cause Developer any delays in the construction of the On-Site Facilities, (ii) to the extent that the City requires any such inspections, such inspections shall be performed promptly after the City is notified by or on behalf of Developer that the On-Site Facilities are available for such required inspection, (iii) the City shall have no duty to Developer to make such inspections, and (iv) by making such inspections, the City shall incur no responsibility for the correct installation or construction of the On-Site Facilities.

6. USE OF ON-SITE FACILITIES. At the time Developer desires to connect any portion of the On-Site Facilities constructed by it to the City Facilities with respect to any lot or improvement in the Project, and as a condition precedent for the right to make such connection, Developer shall convey to the City, at no cost to the City, such of the On-Site Facilities as may be necessary, in the City's reasonable discretion, to allow such lot or improvement then requiring service to connect to the City Facilities. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by the City, in its reasonable discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that such On-Site Facilities have been connected to the City Facilities without said conveyance, the requirement to convey said facilities to the City shall not be waived and the City may thereafter, at any time, require the conveyance of such On-Site Facilities. In the event that Developer is unable or unwilling to convey to the City such On-Site Facilities for any reason whatsoever, then the City shall have the option, at Developer's expense, of disconnecting the improvements served by such

On-Site Facilities which have been connected but which have not been conveyed by Developer to the City by providing Developer with written notice of the City's intention to so disconnect such On-Site Facilities if such On-Site Facilities are not conveyed to the City; provided, however, that Developer shall have a period of thirty (30) days after Developer's receipt of such written notice to convey such On-Site Facilities to the City prior to the City being entitled to so disconnect such On-Site Facilities if such On-Site Facilities have not been conveyed to the City prior to the expiration of such thirty (30) day period. If any such On-Site Facilities are disconnected from the City Facilities, then, upon the conveyance of such On-Site Facilities to the City, the City shall re-connect such disconnected On-Site Facilities at Developer's expense. Notwithstanding the foregoing, the City shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which (i) are not in a public right-of-way or in an easement area for the installation, maintenance, repair and replacement of the On-Site Facilities, or (ii) do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, the City shall not be obligated to make any connections until the City has received an engineer's certification that the On-Site Facilities then to be connected to the City's Facilities have been constructed in substantial conformance with the engineering plans and that all tests required by the Developer's engineer and by the City have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or such other governmental bodies responsible for the issuance of such approvals. Copies of all such tests and three sets of as-built drawings shall be provided to the City. The cost of all materials, construction tests and testing and installation for the On-Site Facilities shall be paid in full by Developer prior to the transfer of such On-Site Facilities to the City. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to the City (1) that all costs therefor have been paid in full and that the City will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect caused by faulty workmanship or materials occurring or discovered in said facilities within a period of two (2) years from the date of such conveyance. The Developer shall also provide a two year maintenance bond to the City

at the time of said conveyance. Said bond shall be in the amount of 20% of the cost of said On-Site Facilities. Subject to the foregoing obligation to repair defects, upon the conveyance of the On-Site Facilities to the City, for all purposes, the On-Site Facilities shall become and shall be a part of the City Facilities and the City shall be obligated to maintain, repair, replace and operate the On-Site Facilities in accordance with all applicable rules, regulations, orders, ordinances and all other applicable laws. Notwithstanding anything in this Agreement to the contrary, if the City or its successors or assigns fail to provide, or fail to continue to provide, the Services to the Property in accordance with all applicable rules, regulations, orders, ordinances and all other applicable laws, then prior to the termination of the provision of the Services to the Property, for Ten and No/100 Dollars (\$10.00), the City, or the then successor to the City, as the case may be, shall convey the On-Site Facilities back to Developer, to any owner's association established for the Project, or to another utility provider, at Developer's option, which conveyance shall be made pursuant to the same requirements imposed upon Developer for the original conveyance of the On-Site Facilities to the City and, at the time of such conveyance, all of the On-Site Facilities shall be operated and otherwise shall be in compliance with all applicable rules, regulations, orders, ordinances and all other applicable laws.

7. RATES. The rates to be charged by the City for the Services to the Project hereafter built on the Property (the "Service Charges") shall not exceed those rates and charges made by the City to its customers residing within the City's limits multiplied by 1.25. In addition to the Service Charges, the City's monthly bill to each customer within the Project shall include a charge for (i) the utility tax permitted by Section 166.231, Florida Statutes, and (ii) the Territorial Service Fee required by the terms of the Territorial Service Agreement. The City reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the service charges due the City from such customer are not paid, all in accordance with applicable City policy. Notwithstanding anything herein to the contrary, the failure of any customer to pay sums due the City shall not affect Developer's rights under this Agreement.

8. WATER METERS. It is hereby agreed by the parties hereto that the City shall install such water meters as may be necessary to develop the Property and serve the

improvements constructed thereon in the manner intended by Developer (hereinafter collectively referred to as the "Water Meters"). The City shall have the right to designate the type, quality and size of said Water Meters. The cost for said Water Meters and the labor charges associated with their installation shall be paid to the City by Developer prior to installation of each such Water Meter at the rate from time to time approved by the City or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of each such Water Meter then to be installed. All Water Meters so installed shall remain the property of the City; provided, however, that if the On-Site Facilities must be conveyed to Developer, any owner's association or another utility company in accordance with Paragraph 6 above, then at such time the City shall convey the Water Meters to the same grantee as the grantee of the On-Site Facilities by bill of sale and for a total consideration of Ten and No/100 Dollars (\$10.00).

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Orange County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonably and necessarily required for the purpose of providing the Services to the Property as set forth herein. Once plats are recorded, the Developer shall provide one (1) mylar and three (3) paper copies of the signed recorded plats to the City.

10. SALE BY THE CITY TO GOVERNMENTAL ENTITY; SALE BY DEVELOPER. In the event that the City shall hereafter sell the City Facilities and Service Lines, or any part thereof serving the Property, to the State of Florida, the County, a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Developer agrees that with respect to the Services to be provided to the Property pursuant to this Agreement, the governmental rules and regulations applicable to such purchaser, and not the governmental rules and regulations applicable to the City, shall control, and that, upon assignment of this Agreement to such purchaser, the City shall be relieved of all obligations arising hereunder on or after the closing of such sale provided that the purchaser assumes the City's obligations arising hereunder and further provided that the City shall remain fully liable for any breach of this Agreement by the City which occurred prior to the closing of such sale. In the event that Developer shall hereafter sell all or any portion of the

Property, the City agrees that with respect to that portion of the Property so conveyed, Developer shall be relieved of all obligations arising hereunder on or after the closing of such sale provided that such purchaser takes title to that portion of the Property so conveyed subject to the terms of this Agreement and further provided that Developer shall remain fully liable for any breach of this Agreement by Developer which occurred prior to the closing of such sale.

11. Water Treatment Site. Within five (5) years of the date hereof, Developer shall make available to the City a two (2) acre site for a water treatment facility within a portion of the Property at a location and appraised value mutually acceptable to both parties. The value so determined shall be paid to Developer at closing which will be held at a mutually satisfactory time. Title to the property shall be conveyed free and clear of all liens and encumbrances. Any land use changes or other approvals required for said site shall be the responsibility of the City.

12. NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the following addresses:

The City: City Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

With a copy to: City Attorney
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

Developer: Foothills of Mt. Dora, LLC
c/o 500 No. Maitland Avenue #313
Maitland, FL 32751
Attention: Warner Peacock

With a copy to: Hal H. Kantor, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 No. Eola Drive
Orlando, FL 32801

Any notices required or permitted hereunder shall be in writing and considered properly delivered (i) three (3) business days after depositing such notice in the United States Mail, certified mail, return receipt requested, postage prepaid, or (ii) one (1) business day after depositing such notice with FedEx or any other nationally recognized overnight courier service, to the addresses set forth herein. Any party's address may be changed by providing written notice of such change to the other party hereto, such change being effective immediately upon the receiving parties receipt of such notice of address change.

13. TERM. The term of this Agreement shall take effect on the date first above written and shall terminate on January 1, 2047.

14. REMEDIES. The parties hereto shall be entitled to all remedies at law or in equity, including, without limitation, injunctive relief and specific performance, in the course of enforcing this Agreement.

15. ATTORNEY'S FEES. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney's fees and paralegal fees and all other litigation expenses, including, without limitation, deposition costs, travel costs and expert witness fees, from the non-prevailing party.

16. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a

covenant running with the Property.

D. This Agreement shall be governed by the laws of the State of Florida.

E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals as of the day and year first above written.

Signed, sealed and delivered in the presence of: THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation

[Signature]
Print Name: James E. Yatsuk
[Signature]
Print Name: Mark Reggatin

By: [Signature]
Name: James E. Yatsuk
As Its: Mayor (Title)

ATTEST: Bernice Brinson

Date: 12-3-02

(Corporate Seal)

[Signature]
Print Name: Terri M. Ammon
Print Name: _____

FOOTHILLS OF MT. DORA, LLC, a Florida limited liability company
By: [Signature]
Name: WARNER PEACOCK
As Its: Manager (Title)
Date: 11/26/02

(Corporate Seal)

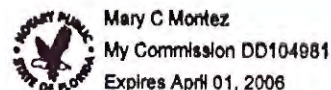
STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 3rd day of December, 2002, by James E. Yatsuk, as Mayor of The City of Mount Dora, Florida, a Florida municipal corporation, on behalf of said corporation. He/she is personally known to me or has produced _____ as identification.

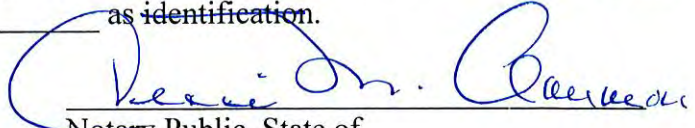
Mary C. Montez
Notary Public, State of Florida
Name: Mary C. Montez
Commission No.: DD104981

(Notary Seal)

STATE OF _____
COUNTY OF _____



The foregoing instrument was acknowledged before me this 26 day of November 2000, by Warner Peacock, as the Manager of FOOTHILLS OF MT. DORA, LLC, on behalf of said company. He/she is personally known to me ~~or has~~ produced _____ as identification.



Notary Public, State of _____

Name: _____

Commission Expires _____

(Notary Seal)



Terri M. Ammon
MY COMMISSION # CC922948 EXPIRES
July 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT LIST

Exhibit “A” – Legal Description of the Property

DESCRIPTION:

That part of Sections 3, 4, and 9, Township 20 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 4; thence run N88°18'02"E along the South line of the Southwest 1/4 of said Section 4 for a distance of 2663.15 feet to the Southwest corner of the Southeast 1/4 of said Section 4; thence run N88°11'41"E along the South line of said Southeast 1/4 of said Section 4 for a distance of 825.00 feet to the POINT OF BEGINNING; thence, continue N88°11'41"E along said South line for a distance of 504.54 feet to the Northwest corner of the North 3/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence run S00°07'37"E for a distance of 250.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1000.00 feet and a chord bearing of N57°50'22"E; thence run Northeasterly along the arc of said curve through a central angle of 64°04'03" for a distance of 1118.19 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 1000.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 40°35'03" for a distance of 708.33 feet to the point of tangency; thence run N66°23'23"E for a distance of 854.37 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2000.00 feet and a chord bearing of S43°00'49"E; thence run Southeasterly along the arc of said curve through a central angle of 38°48'23" for a distance of 1354.59 feet to a non-tangent line; thence run N27°35'00"E for a distance of 1013.76 feet; thence run N61°30'00"E for a distance of 569.21 feet to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 3; thence run N02°11'31"E for a distance of 1318.11 feet to the Southeast corner of the Northwest 1/4 of said Section 3; thence run N02°11'31"E for a distance of 2816.97 feet to the Northeast corner of the Northwest 1/4 of said Section 3; thence run N89°44'06"W for a distance of 2635.17 feet to the Northwest corner of the Northwest 1/4 of said Section 3; thence run N89°50'39"W for a distance of 2632.42 feet to the Northwest corner of the Northeast 1/4 of said Section 4; thence run S02°38'58"W along the West line of said Northeast 1/4 of said Section 4 for a distance of 1270.69 feet; thence, departing said West line, run S89°58'46"W along the North line of the South 200.00 feet of the North 1/2 of the Northwest 1/4 of said Section 4 for a distance of 2124.74 feet to the Easterly right-of-way line of U. S. Highway No. 441 (also known as North Orange Blossom Trail); thence run S01°43'19"E along said Easterly right-of-way line for a distance of 350.00 feet; thence, departing said Easterly right-of-way line run N76°00'00"E for a distance of 288.79 feet to the point of curvature of a curve concave Southerly having a radius of 1000.00 feet; thence run Easterly along the arc of said curve through a central angle of 19°30'00" for a distance of 340.34 feet to a non-tangent line; thence run S01°23'09"E for a distance of 1310.99 feet to the South line of the Northwest 1/4 of said Section 4; thence run N89°30'21"E along said South line for a distance of 1392.67 feet to the Northwest corner of the Southeast 1/4 of said Section 4; thence run S03°05'33"W along the west line of said Southeast 1/4 of said Section 4 for a distance of 2030.01 feet to a point being distant 680.00 feet Northerly, along a bearing of N03°05'33"E, from the Southwest corner of said Southeast 1/4 of said Section 4; thence run N88°11'41"E for a distance of 297.00 feet; thence run N03°05'33"E for a distance of 25.75 feet; thence run N88°11'41"E for a distance of 528.00 feet; thence run S03°05'33"W for a distance of 705.75 feet to the POINT OF BEGINNING.

Containing 656.026 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DESCRIPTION:

That part of Section 4, Township 20 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 4; thence run N88°18'02"E along the South line of the Southwest 1/4 of said Section 4 for a distance of 2663.15 feet to the Southwest corner of the Southeast 1/4 of said Section 4; thence run N03°05'33"E for a distance of 2710.01 feet to the Northwest corner of the Southeast 1/4 of said Section 4; thence run S89°30'21"W along the