

RESOLUTION #94-M-22

ALSO SEE:

LAKE NONA ANNEX RESOLUTION #94-M-15 with Exhibits A,B,C,D,E,F,G

1ST LAKE NONA ANNEX RESOLUTION #94-M-16 with Exhibit A

Please keep this sheet permanently attached to Resolution #94-M-22

See Customer Service Desk Agreement Index for related documentation.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT ITS MEETING

APR 19 1994 SD | ALA

SECOND SUPPLEMENTAL
LAKE NONA
ANNEXATION RESOLUTION

RESOLUTION NO. 94-M- 22

WHEREAS, on March 29, 1994, the Board of County Commissioners of Orange County approved the Lake Nona Annexation Resolution and the First Supplemental Lake Nona Annexation Resolution (Orange County Resolutions No. 94-M-15 and 94-M-16) approving and authorizing the execution of certain agreements to be entered into by the County in connection with the annexation by the City of Orlando of the Lake Nona Development of Regional Impact and certain other lands; and

WHEREAS, Florida Power Corporation has filed suit against the City of Orlando, Pamela Wray and Daryl Carter, as Trustees, have filed suit against Orange County, the City of Orlando, and the Lake Nona Corporation, and both lawsuits arise out of the annexation by the City of the Lake Nona DRI; and

WHEREAS, Orange County finds that it is in the public interest to approve the agreements set forth in Section 1 of this Resolution and to resolve amicably the lawsuit filed by Pamela Wrey and Daryl Carter, as Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Approval of Certain Agreements; Approval of Certain Amendments; Ratification. The following agreements (collectively the "Agreements") substantially in the forms attached hereto as Exhibits "A" and "B", respectively, are hereby approved, with such non-material insertions,

modifications, and changes as may later be approved by the County Chairman prior to execution and delivery:

- A. "Orlando/Orange County Intervention Agreement" between Orange County and City of Orlando; and
- B. "Settlement Agreement" among Orange County, the City of Orlando, and the owners and mortgagees of certain properties in Southeast Orange County.

With respect to the Settlement Agreement, the County Chairman and county staff are expressly authorized and directed to add Lake Nona Corporation as a party and to modify the draft attached hereto as Exhibit "B" to specify that the "Carter Property Owners" (as that term is defined in that agreement) may challenge future amendments (if any) to the Orlando/Orange County Joint Planning Agreement (the "JPA"), but only to the extent such amendments lessen the amount of the "Carter Properties" (as defined in the Settlement Agreement) that is contained within the "Joint Planning Area" boundary (as defined in the JPA) or reduce the density or intensity of land uses allowed on those Carter Properties which lie within the Joint Planning Area.

Further, the Board hereby approves the following amendments to the form and substance of the JPA as it was initially approved by this Board on March 29, 1994:

(i) Paragraph 5 of the JPA is amended to add the provisions contained in Exhibit "C" to this resolution immediately after the third sentence in Paragraph 5;

(ii) The "Joint Planning Area" boundary is amended to exclude therefrom the neighborhoods near Lake Cane in southwest Orange County, as depicted in Exhibit "D" to this resolution;

(iii) The "Enclave Annexation Area" boundary is amended to exclude therefrom the neighborhoods near Lake Rowena and Lake Sue in north Orange County, such neighborhoods commonly referred to as the "Rose Isle", "Merritt Park", and "Lake Sue" neighborhoods; and

(iv) The following provisions, which pertain to special acts and the annexation of enclaves, are deleted, and any remaining provisions in the JPA are conformed to such deletions as necessary for the internal consistency of that agreement:

(a) Subparagraph 5g,

(b) Paragraph 6, and

(c) Exhibits "B", "C", and "G" to the JPA

Section 2. Execution and Delivery of the Agreements.

Upon receipt of those items set forth in Section 3 of the Lake Nona Annexation Resolution, the Orange County Chairman is authorized and directed to execute and deliver, and the Orange County Comptroller or her Deputy Comptroller is authorized and directed to attest, both the Agreements plus the JPA, as amended hereby.

Section 3. General Authority. The Orange County Chairman, the Vice Chairman of this Board, the Orange County Comptroller, her several Deputy Comptrollers, the Orange

County Administrator, the Orange County Attorney and any other proper County officers and employees are hereby authorized to do all acts and things required of them by this resolution and by the Agreements, including the execution and delivery of any additional documents, contracts, instruments and certificates which may be necessary or desirable in the implementation of and compliance with the Agreements, as long as such acts are not inconsistent with the terms and provisions of this resolution.

Section 4. Severability. If any one or more of the covenants, agreements, or provisions herein contained or contained in the Agreements shall be held contrary to law or shall for any reason whatsoever be held otherwise invalid, then such invalidated covenants, agreements or provisions shall be null and void, but shall be deemed severable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of the other provisions hereof and thereof.

Section 5. Effective Date. This resolution shall be effective immediately upon its adoption and execution.

ADOPTED AFTER DUE PUBLIC NOTICE PURSUANT TO SECTION

163.3171(3) OF FLORIDA STATUTES (1993) AND A PUBLIC HEARING
BEFORE THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY,
FLORIDA, THIS 19TH DAY OF APRIL, 1994.

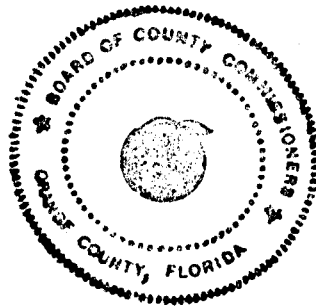
ORANGE COUNTY, FLORIDA

BY: ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: Tom Staley
FOR THE County Chairman

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

BY: [Signature]
Asst. Deputy Clerk



TJW248 04/22/94

Exhibit A
to
Second Supplemental
Lake Nona Annexation
Resolution

Form
of
"Orlando/Orange County
Intervention Agreement"

DRAFT

ORLANDO/ORANGE COUNTY
AGREEMENT FOR INTERVENTION

THIS AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 1994, by Orange County, a charter county and political subdivision of the State of Florida (hereinafter "County") and the City of Orlando, a municipal corporation existing under the laws of Florida (hereinafter "City").

PREMISES

WHEREAS, the City and County have entered into that certain Orlando/Orange County Joint Planning Agreement the final form of which was approved by the City on April 18, 1994 and approved by Orange County on April 19, 1994 (hereinafter the "JPA");

WHEREAS, in an effort to amicably resolve certain litigation between the City and County pertaining to the Lake Nona Annexations, the City and County have entered into or will enter into the JPA and further wish to enter into this Agreement;

WHEREAS, the City and County have authority to enter into this Agreement pursuant to their respective home rule powers and Chapters 125, 163, and 166 of the Florida Statutes;

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. The County shall promptly petition to intervene and, if such petition is granted, shall intervene on behalf of the City in the lawsuit filed by Florida Power against the City

(Orange County Circuit Court Case No. CI94-2065) (hereinafter the "Lawsuit") challenging the voluntary annexation of Lake Nona (City Case No. 94-022).

2. The County shall pay its own attorneys' fees and costs, if any. However, the County will not in any way be responsible for payment of any attorney's fees or costs assessed against either the City or the County in connection, either directly or indirectly, with the Lawsuit. The City agrees that if the County for whatever reason is held liable for any costs or attorney's fees (other than its own) in any way related to the Lawsuit, City shall pay all such costs and attorney's fees promptly.

3. This Agreement shall become effective upon the effective date of the JPA.

IN WITNESS WHEREOF, this Agreement has been executed on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: _____
Linda W. Chapin
County Chairman

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

By: _____
Deputy Clerk
Print Name: _____

CITY OF ORLANDO

By: _____

ATTEST:

By: _____

Exhibit B
to
Second Supplemental
Lake Nona Annexation
Resolution

Form
of
"Settlement Agreement"

DRAFT

DRAFT
04/13/94

Settlement
AGREEMENT
A

THIS AGREEMENT is entered into on this ____ day of _____, 1994, by Orange County, a charter county and political subdivision of the State of Florida (hereinafter "County"), Orlando, a municipal corporation (hereinafter "City"), and _____, _____, _____, _____, (hereinafter the "Carter Property Owners").

PREMISES

WHEREAS, as trustees, Pamela Wray and Daryl Carter ("Wray and Carter") own certain land in Orange County, Florida, more particularly described in Exhibit "A" to this agreement (the Wray/Carter Tract"); and

WHEREAS, _____ ("_____") own(s) certain land in Orange County, Florida, known generally as the "Lake Hart Development of Regional Impact" (the "DRI"), which land is more particularly described in Exhibit "B" to this agreement; and

WHEREAS, _____ ("_____") own(s) certain land in Orange County, Florida, located south and east of the Wray/Carter Tract and more particularly described in Exhibit "C" to this agreement (the "_____ Tract"); and

WHEREAS, the Wray/Carter Tract, the DRI, and the _____ Tract shall be collectively referred to in this agreement as the "Carter Properties", and the several owners of the Carter Properties shall be hereinafter referred to as the "Carter Property Owners"; and

WHEREAS, at public hearings held on March 28 and April 18, 1994, the Orlando City Council approved that certain Joint Planning Agreement (hereinafter referred to as the "JPA") between the County and the City;

WHEREAS, at public hearings held on March 29 and April 19, 1994, the County's Board of County Commissioners (the "Board") approved the JPA, as proposed to the Board, but with a revision to include the Wray/Carter Tract in the Joint Planning Area (as that term is defined in the JPA), and to exclude certain property known commonly as the "Dr. Phillips" area from the Joint Planning Area. The JPA, in the form approved by both is attached hereto and made a part hereof as Exhibit "D";

WHEREAS, at the Board's hearing on March 29, 1994, representatives of the Carter Property Owners agreed orally that the lawsuit which Wray and Carter filed on March 23, 1994, (Orange County Circuit Court Case No. CI94-2063, hereinafter referred to as the "Lawsuit") against the Lake Nona Corporation, the City, and the County would be dismissed with prejudice if the aforementioned revisions to the boundaries of the Joint Planning Area were made;

WHEREAS, the Board made its approval of the JPA contingent upon a waiver by the Carter Property Owners of any past, present or future claims with respect to the JPA

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the undersigned parties hereby agree as follows:

1. The Carter Property Owners hereby waive and are hereafter estopped from asserting any past, present or future claims of any nature whatsoever which may in any way relate to or arise out of the JPA, any future amendments or revisions to the JPA, the annexation of the Lake Nona Development of Regional Impact by the City, or any agreements (including, but not limited to, those certain water and wastewater territorial agreements executed simultaneously with the JPA) which may be related in any way to the JPA or said annexation.

2. The Carter Property Owners further covenant on behalf of themselves and their agents, affiliates and relatives not to initiate or participate in, or otherwise induce any other person or persons to initiate or participate in, any judicial or administrative challenge to or contest of the JPA, any future amendments or revisions to the JPA, or any agreements (including, but not limited to, those certain water and wastewater territorial agreements executed simultaneously with the JPA) which may be related in anyway to the JPA or said annexation.

3. This Agreement is and shall be a covenant running with the Carter Properties, binding all successors and assigns of the Carter Property Owners, and shall be recorded in the Public Records of Orange County, Florida.

4. Wray and Carter hereby covenant to dismiss the Lawsuit against the City and the County, with prejudice, simultaneously with the execution and delivery of the JPA by the City and the County.

5. The County and the City may enforce this Agreement against each other and against the Carter Property Owners and their successors and assigns by whatever remedies are available in law or in equity, including but not limited to specific performance and injunctive relief, and injunctive relief shall be granted without the necessity of showing irreparable harm.

8. This Agreement shall become effective immediately or, if later, simultaneously with the execution and delivery of the JPA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year as set forth above.

ORANGE COUNTY, FLORIDA

By: _____
Linda W. Chapin
County Chairman

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

By: _____
Deputy Clerk

CITY OF ORLANDO

By: _____
Glenda E. Hood
Mayor

ATTEST:

By: _____
City Clerk

Pamela Wray, as Trustee

Daryl Carter, as Trustee

[ADD: SIGNATURE BLOCKS FOR OTHER "CARTER PROPERTY OWNERS"]

STATE OF FLORIDA
COUNTY OF _____

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Pamela Wray, as Trustee, known to me to be the person described in and who executed the foregoing. She is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 1994.

Notary Public
Print Name:
My Commission Expires:

STATE OF FLORIDA
COUNTY OF _____

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Daryl Carter, as Trustee, known to me to be the person described in and who executed the foregoing. He is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 1994.

Notary Public
Print Name:
My Commission Expires:

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Exhibit C
to
Second Supplemental
Lake Nona Annexation
Resolution

Amendment
to
Paragraph 5 of
"Orlando/Orange County
Joint Planning Agreement"

Notwithstanding the foregoing and notwithstanding the Joint Planning Area boundary, along Turkey Lake Road south of Conroy Road, at such time as either Universal Studios, Florida or the Orange County School Board petitions to annex properties purchased and owned for their use in conjunction with their developments, the City may annex those properties in the manner prescribed by law, however the City may not annex the Orange Tree Development or golf course without an amendment to this Agreement pursuant to Paragraph ___ of this Agreement. However, if the City adopts land use densities or intensities for such annexed properties greater than those shown on the County's Future Land Use Map as of the date of annexation, such annexed properties shall be zoned "planned development district" and such zoning shall be approved only after the City provides to the County's Director of Planning and Development a site plan for the annexed properties and receives from the Director a written determination that the development, when done pursuant to the site plan, will be compatible with land uses on adjacent properties.

Exhibit D
to
Second Supplemental
Lake Nona Annexation Resolution

Amended
"Joint Planning Area"
Boundary
