INTERLOCAL AGREEMENT REGARDING REVIEW AND PERMITTING OF CERTAIN REAL PROPERTY between SEMINOLE COUNTY, FLORIDA and CITY OF LAKE MARY, FLORIDA

THIS INTERLOCAL AGREEMENT REGARDING REVIEW AND PERMITTING OF CERTAIN REAL PROPERTY (hereinafter referred to as "Agreement") is entered into by and between **SEMINOLE COUNTY GOVERNMENT,** a charter county and political subdivision of the State of Florida with its Administrative Offices located at 1101 E. First Street, Sanford, FL 32771 ("Seminole County"), and **CITY OF LAKE MARY, FLORIDA,** a political subdivision of the State of Florida, whose mailing address is 100 North Country Club Road, Lake Mary, Florida 32746 ("Lake Mary"). Seminole County and Lake Mary are sometimes herein jointly referred to as the "Parties."

WITNESSETH

WHEREAS, this Agreement is entered into pursuant to the authority set forth in the Florida Constitution, Article VIII, § 2, § 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 163, 166 and 180, Florida Statutes; and

WHEREAS, the purpose of this Agreement is to facilitate the expansion of the Seminole Science Charter School ("School") which is currently operating within the jurisdictional boundaries of the City, however, desires to expand its campus to include a property within the County, along with additional expansion within the City; and

WHEREAS, School is the current fee simple owner of the property described in **Exhibit "A"**, attached hereto and incorporated herein, having Seminole County Tax Parcel ID numbers 22-20-30-300-022F-0000; 22-20-30-300-0150-0000; and 22-20-30-300-0160-0000 which are located in the County; and is also the owner of property located in the City with Seminole County Tax Parcel ID numbers 22-20-30-516-0000-0010; 22-20-30-516-0000-0020, and 22-20-30-513-0000-0020; the latter property being the subject of this Agreement, and described in Exhibit "B" ("Subject Property"); and

WHEREAS, City has agreed to provide a limited transfer of authority to County for the purposes of development order, developer's commitment agreement, construction revisions, and building permit review and approval specifically for the Subject Property as provided herein; and

WHEREAS, School desires to develop the Subject Property consistent with the PD Agreement which includes the Master Plan attached hereto and incorporated herein as **Exhibit "C"** ("Development Plan"), which governs development of the property in the County, and which will govern the Subject Property located in the City.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

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

Section 2. Future Land Use Map and Zoning Designation Confirmation. City confirms that the comprehensive plan future land use map and zoning designation of the Subject

Property allows for the development proposed in the Development Plan and City does not object to the development of the Subject Property consistent with the Development Plan. This Agreement does not apply to the development of the Subject Property for any other project or use. No variance on the Subject Property will be approved by the County without a letter of no objection from the City.

Section 3. Limited Transfer of Authority. County and City hereby agree that jurisdiction for the Subject Property is hereby transferred to County for the limited purpose of the following:

a) County reviewing and issuing development orders, developer's commitment agreement, construction revisions, building permits, and certificates of occupancy, and any other related activities or reviews, for development of the Subject Property in compliance with the Seminole County Code, the Florida Building Code and the Fire Code; and

b) County collecting permit fees and impact fees relating to the development of the Subject Property.

City retains jurisdiction and authority over the Subject Property for all other municipal purposes, including without limitation, implementation of the City of Lake Mary Comprehensive Plan and the City Land Development Code except as outlined in this Agreement, home rule and police power regulation (including code enforcement), police, fire, other governmental and emergency services, utilities, and the imposition and collection of ad valorem and non-ad valorem taxation.

The County agrees to provide the City records of all orders, permits, and C.O.s issued in connection with the expansion of the School on the Subject Property upon request of the City.

Section 4. Term. The term of this Agreement shall be for the earlier of: (i) five (5) years from the Effective Date; or (ii) until a final certificate of occupancy is issued for the Project, unless extended by mutual agreement of the parties. After termination of this Agreement, the limited jurisdiction transferred herein ceases and reverts back to the City.

Section 5. Notices. All notices and correspondence shall be by first class mail, except that any notice of termination shall be mailed return receipt requested. Any notice hereunder shall be sent to:

CITY:

City Manager
100 North Country Club Road
Lake Mary, Florida 32746

COUNTY:

Seminole County Board of County Commissioners
County Manager
1101 East First Street
Sanford, Florida 32771

Section 6. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the Parties, or their respective successors and assigns.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each Party to this Agreement shall bear its own attorney's fees and costs in connection with this Agreement and /or in connection with any action undertaken in compliance with, or relating to, this Agreement.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 8. Effective Date. This Agreement shall become effective upon its execution by the second of the two Parties hereto and such date shall be inserted on the first page of this Agreement ("Effective Date"). Thereafter, the County Clerk will record a certified copy of this Agreement in the Official Public Records of Seminole County, Florida, and provide City with a recorded copy of this Agreement.

IN WITNESS WHEREOF, County and City have executed this Agreement on the dates stated below.

[The remainder of this page is intentionally left blank]

CITY OF LAKE MARY, FLORIDA

By: _____
David J. Mealor, Mayor

Date: September 19, 2024

ATTEST:

By: _____
Amber Branton, City Clerk

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2025, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments
Exhibit A – Legal Description (County Parcels)
Exhibit B – Legal Description (City Parcels)
Exhibit C – Development Plan

NJB/kly
8/13/24
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EXHIBIT "A"
COUNTY PARCELS

Tax Parcel ID Numbers:

22-20-30-300-022F-0000;
22-20-30-300-0150-0000; and
22-20-30-300-0160-0000

Legal Descriptions:

PARCEL A LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, LYING NORTH OF THE REALIGNMENT OF COUNTY ROAD NO. 427 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 24 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1323.26 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 24 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 661.92 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 374.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 & 600 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7701-203; THENCE SOUTH 40 DEGREES 34 MINUTES 38 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 5.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64 DEGREES 10 MINUTES 45 SECONDS FOR AN ARC LENGTH OF 56.01 FEET TO THE POINT OF TANGENCY; SAID CURVE ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 427 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2784, PAGE 1281, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 75 DEGREES 14 MINUTES 37 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 179.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 576.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 42 MINUTES 38 SECONDS FOR AN

ARC LENGTH OF 449.48 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE AFOREMENTIONED WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 00 DEGREES 17 MINUTES 41 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 399.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT-OF-WAY BY AMENDED ORDER OF TAKING RECORDED MAY 12, 2010 IN OFFICIAL RECORDS BOOK 7777, PAGE 1485, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL C LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; RUN IN A SOUTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 170 FEET; RUN THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST

QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 257.84 FEET; RUN THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 170 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4); RUN THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 257.84 FEET TO THE POINT OF BEGINNING.

PARCEL D LEGAL DESCRIPTION:

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN IN A SOUTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4,

170.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTHERLY ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 252.35 FEET; RUN THENCE WESTERLY IN A DIRECTION PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 257.84 FEET; RUN THENCE IN A

NORTHERLY DIRECTION PARALLEL TO THE EASTERLY LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 252.35 FEET; RUN THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTHERLY LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, 257.84 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT: LANDS DEEDED TO SEMINOLE COUNTY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2943, PAGE 706, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"
CITY PARCELS

Tax Parcel ID Numbers and Legal Descriptions:

22-20-30-516-0000-0010;
22-20-30-516-0000-0020, and
22-20-30-513-0000-0020 (Subject Property)

Legal Descriptions:

Unit 1 and 2, Victoria Commons, a Declaration of Condominium, recorded in Official Records Book 6875, Page 15 through 77 of the Public Records of Seminole County, Florida.

Lot 2, Victoria Square, according to the plat thereof, as recorded in Plat Book 41, Pages 83 and 84 of the Public Records of Seminole County, Florida. LESS AND EXCEPT that portion conveyed to the State of Florida Department of Transportation in that certain Warranty Deed recorded in Official Records Book 7639, Page 1455, of the Public Records of Seminole County, Florida.

EXHIBIT "C"
DEVELOPMENT PLAN

