

**CITY OF WINTER SPRINGS/SEMINOLE COUNTY
INTERLOCAL AGREEMENT
RELATING TO ANNEXATION OF EXISTING ENCLAVE**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2023, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the “COUNTY”, and the **CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida, 32708, hereinafter to referred to as “WINTER SPRINGS”.

WITNESSETH:

WHEREAS, the Florida Legislature, in Section 171.046(1), Florida Statutes, stated “that enclaves can create significant problems in planning, growth management, and service delivery and therefore (the Legislature) declares that it is the policy of the state to eliminate enclaves;” and

WHEREAS, Section 171.046(2), Florida Statutes provides “in order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; and

WHEREAS, Section 171.031(13)(b), Florida Statutes defines the term “enclave” to mean any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Seminole County Tax Parcel #01-21-30-501-0000-0330 consisting of approximately 4.81 acres, more or less, is currently located within unincorporated Seminole County with industrial future land use and A-1 and M-1 zoning, and is legally described in the attached **EXHIBIT “A,”** which is fully incorporated herein by this reference (“Property”); and

WHEREAS, the Property was previously developed for many years as a meat plant by Hi-Flavor Meats, Inc. and is located within an urban area, more specifically within the Winter Springs Town Center area; and

WHEREAS, WINTER SPRINGS and COUNTY have determined that tax parcel #01-21-30-501-0000-0330, is compact and contiguous on three sides (north, south and east) by real property within the jurisdictional limits of the City of Winter Springs and bounded on the west side by Tuskawilla Road, and therefore, said tax parcel is an enclave as defined in Section 171.031(13)(b), Florida Statutes; and

WHEREAS, in furtherance of the authority vested in WINTER SPRINGS and COUNTY under Section 171.046(2), Florida Statutes, and the policy expressed by the Florida Legislature to eliminate enclaves, WINTER SPRINGS and COUNTY hereby find that it is in the best interests of the citizens of Winter Springs and Seminole County to hereby expeditiously annex the Property into the municipal jurisdictional limits of the City of Winter Springs; and

WHEREAS, this agreement is authorized pursuant to the provisions of Chapters 125, 163, 166 and 171, Florida Statutes, as well as other applicable law.

NOW, THEREFORE, in consideration of the mutual promises, understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this agreement upon which the parties have relied.

Section 2. Annexation of Property. Pursuant to section 171.046(2), Florida Statutes, the Property, which is legally described in **EXHIBIT "A,"** shall hereby be deemed annexed into and be a part of the jurisdictional limits of the City of Winter Springs, and shall be thereafter subject to all laws, ordinances, and regulations in force in the City of Winter Springs and shall be entitled to the same privileges and benefits as other parts of the City of Winter Springs.

Section 3. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

COUNTY

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

WINTER SPRINGS

City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 4. Defend and Hold Harmless.

(a) If any suit or other legal proceeding is brought against WINTER SPRINGS and/or COUNTY by a third party seeking to challenge the adoption, validity and/or enforcement of this Agreement by WINTER SPRINGS and COUNTY, WINTER SPRINGS agrees to defend the adoption, validity and enforcement of this Agreement at WINTER SPRINGS' expense, including attorney's fees and other costs of defense, and hold harmless the COUNTY. The COUNTY will cooperate with and provide non-financial support to WINTER SPRINGS in such defense.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver or sovereign immunity of the COUNTY or WINTER SPRINGS beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 5. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, said determination shall not, in any way, affect the obligation of the parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or enforceability shall preclude the continuing effect of this Agreement if the annexation of Property is prohibited by a court in all respects under the terms and conditions of this Agreement.

Section 6. Binding Agreement; Entire Agreement.

(a) Each party represents and warrants to the other party that: (1) such party has the power and authority to execute and deliver this Agreement and perform the obligations hereunder; (2) this Agreement has been duly and validly authorized, executed and delivered by its governing body and is a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

Section 7. Recordation; Effective Date. Upon approval and execution of this Agreement by both parties, WINTER SPRINGS shall record this Agreement in the Public Land Records of Seminole County, Florida. Upon recordation, this Agreement shall take effect.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

CITY OF WINTER SPRINGS

Christian Gowan, City Clerk

By:_____
Kevin McCann, Mayor

Date:_____

For use and reliance of the City of Winter Springs, Florida only. Approved as to legal form and legal sufficiency.

Anthony A. Garganese, City Attorney

As authorized for execution by the City Commission of Winter Springs
In their _____, 2023 regular Meeting.

ATTEST:

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

Clerk to the Board of County Commissioners of Seminole County, Florida

By:_____

Date:_____

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

As authorized for execution by the Board of County Commissioners in their _____, 2023 regular meeting.

Seminole County Attorney

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXED PROPERTY

Book 9847 Page 744
Instrument# 2021021141

EXHIBIT "A"

The land referred to herein below is situated in the County of Seminole, State of Florida, and is described as follows:

PARCEL 1:

BEGINNING 105 FEET SOUTH AND 10 FEET WEST OF NORTH WEST CORNER OF LOT 19 OF TUSKAWILLA, AS RECORDED IN PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID POINT OF BEGINNING BEING IN CENTER OF OLD LAKE JESSUP ORLANDO RAILROAD GRADE, THENCE RUN SOUTH ALONG SAID CENTER OF GRADE 375 FEET TO A POINT 10 FEET WEST OF SOUTH WEST CORNER OF LOT 36 OF SAID PLAT; THENCE EAST ALONG SOUTH LINE OF LOTS 36 AND 33, 460 FEET. THENCE NORTH 375 FEET, WEST 460 FEET TO BEGINNING, BEING LOTS 33 AND 36, AND SOUTH 1/2 OF LOTS 18 AND 19, AND 30 FOOT STREET ON EAST AND 60 FOOT STREET BETWEEN SAID LOTS.

PARCEL 2:

THAT PORTION OF LOT 37, OF TUSKAWILLA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LOCATED EASTERLY OF THE EAST RIGHT OF WAY LINE OF THE TUSKAWILLA-GOLDENROD ROAD.

PARCEL 3:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF LOT 19, TUSKAWILLA SUBDIVISION (BEING A PART OF THE D. R. MITCHELL SURVEY OF LEVY GRANT), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN NORTH 03°27'15" EAST, ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 80.28 FEET; THENCE RUN NORTH 14°00'00" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN SOUTH 74°03'16" EAST, A DISTANCE OF 244.41 FEET; THENCE RUN SOUTH 12°04'27" WEST, A DISTANCE OF 33.21 FEET, TO THE SOUTH LINE OF SAID NORTH 1/2; THENCE RUN NORTH 78°14'30" WEST, A DISTANCE OF 235.00 FEET, TO THE POINT OF BEGINNING.

