

**INTERLOCAL AGREEMENT  
BETWEEN  
ORANGE COUNTY, FLORIDA, AND THE CITY OF ORLANDO,  
FLORIDA,  
REGARDING THE  
SOUTHEASTERN OAKS AREA AND THE  
NARCOOSEE ROADWAY CORRIDOR STUDY AREA**

This Interlocal Agreement is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida ("County"), and the **City of Orlando**, a municipal corporation existing under the laws of the State of Florida ("City").

**RECITALS**

**WHEREAS**, on November 25, 2013, the City adopted Ordinance No. 2013-57, relating to annexation of the Southeastern Oaks property ("Southeastern Oaks Area") and approved on first reading Ordinance No. 2013-64, relating to the Future Land Use Designation and policy for the Southeastern Oaks Area; and

**WHEREAS**, on November 25, 2013, the County raised objections to the City's adoption of Ordinance No. 2013-57, relating to annexation of the Southeastern Oaks Area, and approval on first reading Ordinance No. 2013-64, relating to the Future Land Use Designation and policy for the Southeastern Oaks Area, based on environmental, conservation, transportation, and legal concerns; and

**WHEREAS**, on December 17, 2013, the Orange County Board of County Commissioners adopted Resolution No. 2013-M-55 (the "Resolution") in which the County alleged, *inter alia*, that the Southeastern Oaks Area is not compact, is not contiguous, and is not developed for urban purposes, to initiate the Conflict Resolution Procedure under Chapter 164, Florida Statutes, in an effort to resolve the County's issues relating to Ordinance Nos. 2013-57 and 2013-64;

**WHEREAS**, following the County's adoption of the Resolution, City and County staff met pursuant to Chapter 164, Florida Statutes, specifically, Section 164.1053, Florida Statutes, and have recommended to their respective local governing bodies that the governing bodies enter into an Interlocal Agreement pursuant to Section 164.1057, Florida Statutes, that consists of the terms set forth in this document as an acceptable resolution of the conflict; and

**WHEREAS**, the governing bodies of the County and the City have authority pursuant to Chapter 164, Florida Statutes, specifically, Section 164.1057, Florida Statutes, to enter into an Interlocal Agreement to resolve the issues relating to the conflict.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by the City and the County, the parties agree as follows:

City Council Meeting: 3/17/14

Item: C-22

Documentary: 140317C22

**Section 1. Preamble Incorporated.** The foregoing recitals are true and correct and are incorporated herein as part of this Interlocal Agreement ("Agreement").

**Section 2. Authority.** This Agreement is entered into pursuant to the Florida Governmental Conflict Resolution Act, as set forth in Chapter 164, Florida Statutes.

**Section 3. Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to outline the respective obligations of the City and County relating to resolution of the pending conflict, especially as it relates to an appropriate transition of land uses along Clapp Simms Duda Road and Narcoosee Road, and to address certain environmental, planning, and transportation considerations for the Southeastern Oaks Area, as more particularly described in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by this reference, and appropriate uses for the Narcoosee Roadway Corridor Study Area, as more particularly described in **Exhibit "C"** also attached hereto and incorporated herein by this reference.

**Section 4. Obligations of the Parties with regard to the Southeastern Oaks Area.**

A. **Obligations of the City.** The owners of the several properties comprising the Southeastern Oaks Area have submitted an application to the City for a proposed Planned Development for the Southeastern Oaks Area. The City acknowledges receipt of the property owners' application for a proposed Planned Development for the Southeastern Oaks Area, and agrees to hold two public hearings by not later than June 2014 to consider adopting a Planned Development ordinance for the Southeastern Oaks Area that incorporates all the same requirements, considerations, standards, and conditions set forth in subsections 4.A.1 and 2 of this Agreement, including **Exhibit "A"** and **Exhibit "B."**

1. **Planning and Environmental Considerations for Southeastern Oaks Area.** In order to appropriately transition from urban to rural land uses moving from west to east along and south of Clapp Simms Duda Road and to address certain environmental considerations, the residential portion of the Southeastern Oaks Area shall adhere to the following:

a. All Covenants, Conditions and Restrictions for residential properties within the Southeastern Oaks Area shall contain a notice of proximity to homebuyers regarding environmental management activities known to occur in the area.

b. Eastern Buffer – for residential properties located east of the canal, a landscape buffer east of the bridge adjacent to Clapp Simms Duda Road shall be designed to screen the proposed residential units from Clapp Simms Duda Road. The buffer shall have an overall average width of one hundred feet (100') and a minimum width of seventy-five feet (75'). A variety of native plant materials shall be utilized to minimize the need for irrigation (after the plant material is established) and to provide a natural transition along Clapp Simms Duda Road to Split Oak Forest Preserve located to the east of the buffer area. The buffer shall include a minimum of one (1) shade tree for each forty (40) lineal feet in length. The buffer along the residential side shall have a hedge that is a minimum of four feet (4') high and seventy percent (70%) opaque at planting and be capable of attaining a full height of six feet (6') and

opacity within three (3) years. The use of an earth berm with a maximum side slope of 3 to 1 or a screen wall may be utilized instead of the hedge requirement. Additional landscape may include a combination of trees, shrubs, ground covers, and turf grasses. The turf area of the buffer shall not exceed sixty percent (60%) of the total buffer area. A ten foot (10') wide multi-purpose path shall be provided within the buffer along the entire length of the street frontage.

c. Western Buffer – for residential properties located west of the canal, on the west side of the bridge, a twenty-five foot (25') wide landscape buffer shall be constructed to provide visual screening of the proposed residential units and provide a pedestrian walkway, adjacent to the roadway. A variety of native plant materials shall be utilized to minimize the need for irrigation. The buffer shall include a minimum of one (1) shade tree for each forty (40) lineal feet in length. The buffer along the residential side shall have a hedge that is a minimum of four (4) feet high and seventy percent (70%) opaque at planting and be capable of attaining a full height of six feet (6') and opacity within three (3) years. The use of an earth berm with a maximum side slope of 3 to 1 or a screen wall may be utilized instead of the hedge requirement. Additional landscape may include a combination of trees, shrubs, ground covers and turf grasses to provide a landscape screen from the adjacent residential units. The turf area of the buffer shall not exceed sixty percent (60%) of the total buffer area. A ten foot (10') wide multi-purpose path shall be provided within the buffer along the entire length of the street frontage.

d. The following additional development standards shall apply to the easternmost parcel bearing Orange County Tax Parcel Identification Number 33-24-31-0000-00-012 (the "Easternmost Parcel"):

- The Easternmost Parcel shall serve as a transition between higher density residential uses and the Village Center planned for the western portion of the Southeastern Oaks area, and the existing environmentally sensitive lands located directly to the east and north of the parcel (Split Oak Reserve property and Eagles Roost Property);
- The entire eastern boundary of the Easternmost Parcel shall consist of a 750 foot average width permanently protected buffer (600 feet minimum width) which shall be incorporated into the City of Orlando plat for the Southeastern Oaks Area;
- Only the following uses shall be permitted within said buffer: passive park and/or recreation uses, and storm water retention and/or detention facilities;
- Consistent with **Exhibit "A,"** residential development shall be situated outside the buffer area and primarily located along the roadway connecting the approved Southern Oaks Planned Residential Development in Osceola County and Clapp Simms Duda Road and to the west of such roadway;

- Gross residential density of the Easternmost Parcel shall be limited to 2.86 dwelling units per acre, with higher densities being located along the southwestern boundary of the Easternmost Parcel;
- To the extent possible, residential units shall be clustered to maintain the rural character of the area through preservation of open space and lot layout and design;
- Lot sizes may be reduced to preserve open space;
- Any proposed changes to the Planning and Environmental Considerations set forth in this Section 4.A.1, including, but not limited to, increases to the density of the Easternmost Parcel, changes in use to the residential properties, decreases to the buffers along Clapp Simms Duda Road, or decreases to the buffer along the entire eastern boundary of the Easternmost Parcel, shall require approval by the Orange County Board of County Commissioners. No other changes shall require County approval. However, the City agrees to provide written notice to the County Planning Manager of any proposed Growth Management Plan Amendments or Planned Development Ordinance changes to any parcel in the Southeastern Oaks annexation area; and
- **Exhibit "A"** incorporates the foregoing Planning and Environmental considerations, and shall control to the extent of a conflict with said considerations.

2. ***Transportation Considerations for Southeastern Oaks Area.*** In order to address anticipated transportation impacts to Clapp Simms Duda Road, the Southeastern Oaks Area shall adhere to the following:

a. Each of the three (3) anticipated residential communities shall be limited to one access point to Clapp Simms Duda Road;

b. In addition to its access point on Narcoossee Road, access to the Village Center on Clapp Simms Duda Road shall be limited to one (1) access point and one (1) emergency entrance in the event the final development program for the Village Center is a high school campus with ancillary uses associated with the Diocese of Orlando (including, but not limited to, a church);

c. In addition to its access point on Narcoossee Road, access to the Village Center on Clapp Simms Duda Road shall be limited to two (2) access points in the event

the final development program for the Village Center includes but is not necessarily limited to Village Center approved uses;

d. Any additional emergency access from Clapp Simms Duda Road shall require approval by Orange County Public Works staff and shall be addressed in connection with the City's Specific Parcel Master Plan (SPMP) approval process for the particular access point(s) being considered;

e. Phased transportation improvements shall be made with the following anticipated development program:

- Phase 1: 500 residential units (with three (3) residential communities each representing a sub-phase thereof based on the City's SPMP approval process, which process shall set forth the timing of the scheduled improvements for each SPMP), and
- Phase 2: Village Center Development – High school or Commercial Development (final development program to be determined through the City's SPMP approval process);

f. Reconstruct the bridge crossing to match the section depicted on **Exhibit "B"** in connection with the SPMP for the Easternmost Parcel sub-phase for Phase I (bridge Maintenance of Traffic shall provide access across the canal during construction);

g. Reconstruct Clapp Simms Duda Road based on the four (4) rural cross sections depicted on **Exhibit "B"** in connection with each SPMP;

h. To maintain the rural nature of Clapp Simms Duda Road, improvements shall be made to Clapp Simms Duda Road from Narcoossee Road to the easternmost internal residential entrance road to a 35 mph rural standard (this consists of a pavement widening to the south to increase the pavement to twenty-four feet (24') in width (two 12' wide lanes), six foot (6') wide stabilized shoulders with rural swale on the south side. Also, a ten foot (10') wide multi-purpose path shall be constructed in an easement on the south side of Clapp Simms Duda Road at the time of development of each adjacent parcel, and an alternate of one foot (1') wide flush ribbon curb may be utilized instead of providing six foot (6') wide stabilized shoulders;

i. To provide for this southern widening of Clapp Simms Duda Road, the owners of adjacent properties shall be required to dedicate additional right of way and access rights at the time of platting at no cost to the County;

j. The following water quality standards shall apply, with the below section numbers being depicted on **Exhibit "B"**:

- In section 1 (outparcels), water quality shall be provided by off-site overtreatment or be exempt by the Water Management

District ("WMD") from water quality for a turn lane improvement. This shall be graded in a manner to ensure that the historic discharge to the southern out parcels is not exceeded.

- In section 2 (Village Center area), water quality shall be provided by swale or over treatment meeting WMD standards. The Village Center area shall continue to accept runoff from the County right of way, as it does as of March 25, 2014. Upon construction of the Village Center area, water quality shall be provided by swale, on-site pond or off-site over treatment meeting WMD standards. If storm water is provided through ponds located within the Village Center area, an emergency maintenance rights easement over said ponds shall be provided in favor of the County.
- In sections 3-4 (Residential Property west and east of canal), water quality shall be provided by swale, on-site pond or off-site over treatment meeting WMD standards. If storm water is provided in residential ponds located within the City, the County will require an emergency maintenance rights easement over said pond.

k. The following storm water conveyance standards shall apply:

- In section 1, conveyance shall be handled by existing ditches on the south and north sides of Clapp Simms Duda Road. As adjacent parcels are developed, additional swales or conveyance shall be provided.
- In sections 2-4, conveyance shall be handled by the existing ditches on the north and proposed swales on south side of the road and be piped to either to the existing ditches on the north or on-site ponds.
- The conveyance swales shall be maintained by Orange County.

l. The following pavement structure design standards shall apply with the designer having the following two (2) options available to bring the pavement structural design up to County standards for a road with 5,000 average daily trips:

- The road shall be completely reconstructed to match the County specifications for pavement structural design, or
- With the concurrence of a County accepted Geotechnical Engineer, and approval of road design by County, the current road base may be utilized by milling the existing asphalt and applying the asphalt necessary to bring the structural capacity up to County standards.

m. Westbound left and right turn lanes shall be provided on Clapp Simms Duda Road at the intersection with Narcoossee Road, as depicted on **Exhibit "B."** This improvement is intended to address minor left turn stacking at the intersection. This shall include a 75' long queue and 50' long taper. This consists of a north side widening due to right-of-way constraints and the existing power transition line pole located on the southern side of the intersection. The design shall hold the existing southern curb line and construct north to maximize the separation from this pole. The queue length has been shortened to minimize impacts to the natural buffer;

n. The multi-purpose path shall be constructed as each parcel develops and be placed in a sidewalk easement abutting the right of way as depicted on **Exhibit "B"**;

o. Street lighting shall be provided along the Clapp Simms Duda Road frontage of each parcel at the time of adjacent parcel development. Dark skies lighting shall be used to maintain the rural nature of the area. Street lighting shall be provided at no cost to Orange County;

p. Landscaping and hardscape within the right of way shall require a Right-of-Way Permit and Use Agreement. All maintenance of this type of landscape and hardscape shall be the responsibility of the Property Owners Association or Homeowners Association;

q. On street parking shall be prohibited on Clapp Simms Duda Road.

r. The County acknowledges the following regarding Phase 1:

- The intersection analysis for each Project Entrance on Clapp Simms Duda Road does not require auxiliary turn lanes;
- The submitted traffic study does not identify a need for a northbound right turn lane on Narcoossee Road at the Clapp Simms Duda Road intersection;
- The shoulder depicted on the north side of Clapp Simms Duda Road varies as depicted on **Exhibit "B"**. This shoulder has been maintained to ensure the rural nature of the road and provide a buffer to the north. The installation of a guard railing will not be required, provided that the standard for a local road is met, as described in the Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways (the "Green Book");
- The existing power transition line located in the southern quadrant of the intersection of Clapp Simms Duda Road and Narcoossee Road does not require relocation; and
- A County right of way utilization permit shall be required in connection with the Phase 1 (or any portion thereof) based on

compliance with these terms, and no additional improvements shall be required.

s. Phase 2 transportation improvements shall be determined in connection with development of the Village Center area (Orange County Tax Parcel Identification Numbers 32-24-31-0000-00-010 and 33-24-31-0000-00-004), including:

- The intersection of Narcoossee Road and Clapp Simms Duda Road shall be monitored for signalization if warranted in connection with Phase 2;
- Additional intersection improvements to the Boggy Creek Road or Clapp Simms Duda Road intersections shall be established at permitting due to the yet to be determined final development program for the Village Center/Phase 2 area;
- Left turn lanes may need to be added in connection with the final development program for the Village Center/Phase 2 area;
- The main access point to the Village Center area shall be the intersection of Boggy Creek Road and Narcoossee Road; and
- All design elements not addressed herein shall be in accordance with the Green Book and County Code requirements.

B. ***Obligations of the County.*** If, after holding the two public hearings on the property owners' proposed Planned Development for the Southeastern Oaks Area, the City adopts a Planned Development ordinance for the Southeastern Oaks Area that incorporates all the requirements, considerations, standards, and conditions set forth in subsections 4.A.1 and 2 of this Agreement, then within thirty (30) days of adoption of such Planned Development ordinance the County shall withdraw its objection raised by the Resolution to the City's adoption of Ordinance No. 2013-57, relating to annexation of the Southeastern Oaks Area, and approval on first reading of Ordinance No. 2013-64, relating to the Future Land Use Designation and policy for the Southeastern Oaks Area.

***Section 5. Obligations of Both Parties with regard to the Narcoossee Roadway Corridor Study Area.***

The City and the County agree to the following:

A. The Narcoossee Roadway Corridor Study Area ("Study Area") is generally described as the unincorporated properties lying east of Narcoossee Road between Tyson Road on the south and Kirby Smith Road on the north, and bounded by Lake Whippoorwill to the east, as more particularly depicted in **Exhibit "C"** attached hereto and incorporated herein by reference.

B. The City and County recognize the importance of protecting the visual, residential and environmental character of the Lake Hart/Lake Whippoorwill Rural Settlement ("Rural Settlement") and Lake Whippoorwill that adjoin the Study Area to the east. Accordingly, in the



event the City annexes any portion of this Study Area and considers an application to amend the City's comprehensive plan or an application for a development order for the area annexed, the City will endeavor to provide and maintain a transition from higher densities and intensities along the properties immediately abutting the east side of Narcoossee Road to low density residential on the properties abutting the Rural Settlement.

C. In addition, the City and County will aspire to plan for and establish a north-south connector street or cross-access corridor running roughly parallel to Narcoossee Road connecting Kirby Smith Road on the north and Tyson Road on the south (the "north-south street"), with the ultimate alignment generally matching the alignment of the segments of the north-south street shown on the PD land use plans approved to date by the Board of County Commissioners.

D. Within the next eighteen (18) months, the City and the County agree to negotiate in good faith to enter into an Interlocal Agreement implementing the above referenced planning principles for the Study Area. The City and/or the County may propose amendments to their respective comprehensive plans to address those planning principles in the Study Area. Such amendments will be reviewed according to standard procedures for comprehensive plan amendments, including all necessary public hearings.

E. Prior to the adoption of an Interlocal Agreement for the Study Area, the County reserves the right to appear at any annexation public hearings related to the Study Area and, if it deems appropriate or necessary, contest or challenge any annexations of property within the Study Area that it may deem to be contrary to Florida's annexation law.

F. For a ten-year period after any property within the Study Area is annexed, the City's Planning Division shall provide the County's Planning Division with at least ten (10) days notice before holding hearings on any application to amend the City's comprehensive plan or on any application for a development order for an annexed area. The County reserves the right to appear at any of those hearings and, if it deems appropriate or necessary, contest or challenge the City's decisions regarding any such applications.

G. The provisions of this Section 5 may be superseded or modified by the terms of the Agreement for the Study Area.

**Section 6. Notices.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered or e-mailed to the person(s) hereinafter designated, or (ii) by overnight delivery addressed as follows, or (iii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to County: County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801  
Chris.testerman@ocfl.net

With copy to: Orange County Planning Division  
Orange County Administration Building  
201 S. Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801  
Alberto.vargas@ocfl.net

As to City: City of Orlando  
Chief Administrative Officer  
400 South Orange Avenue  
Orlando, Florida 32802  
Byron.brooks@cityoforlando.net

With a copy to: City of Orlando  
Economic Development Department  
400 South Orange Avenue  
Orlando, Florida 32802  
Brooke.bonnett@cityoforlando.net

Either party may change its address for the purposes of this Section by written notice to the other party, given in accordance with the provisions of this Section.

**Section 7. Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

**Section 8. Assignment.** Neither County nor City shall assign or transfer any interest or rights under this Agreement to any person or entity without prior written approval of the other party.

**Section 9. Venue.** The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be in Orange County, Florida.

**Section 10. Severability.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted and shall

not invalidate the remaining provisions of this Agreement.

**Section 11. Entire Agreement.** This Agreement contains the entire agreement between the parties as it relates to the subject matter herein. No promises, representations, warranties or covenants not included herein have been or shall be relied upon by either party. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by both parties hereto.

**Section 12. Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

**Section 13. Effective date.** The effective date of this Agreement shall be the date on which this fully executed Agreement is filed by the County with the Clerk to the Board of County Commissioners in Orange County, Florida.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the dates written below.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs, Mayor

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

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_, 2014

**CITY OF ORLANDO, FLORIDA**

By:  \_\_\_\_\_  
Buddy Dyer, Mayor

ATTEST: Alana Brenner  
Orlando City Clerk

By:  \_\_\_\_\_

Date: 3/20, 2014

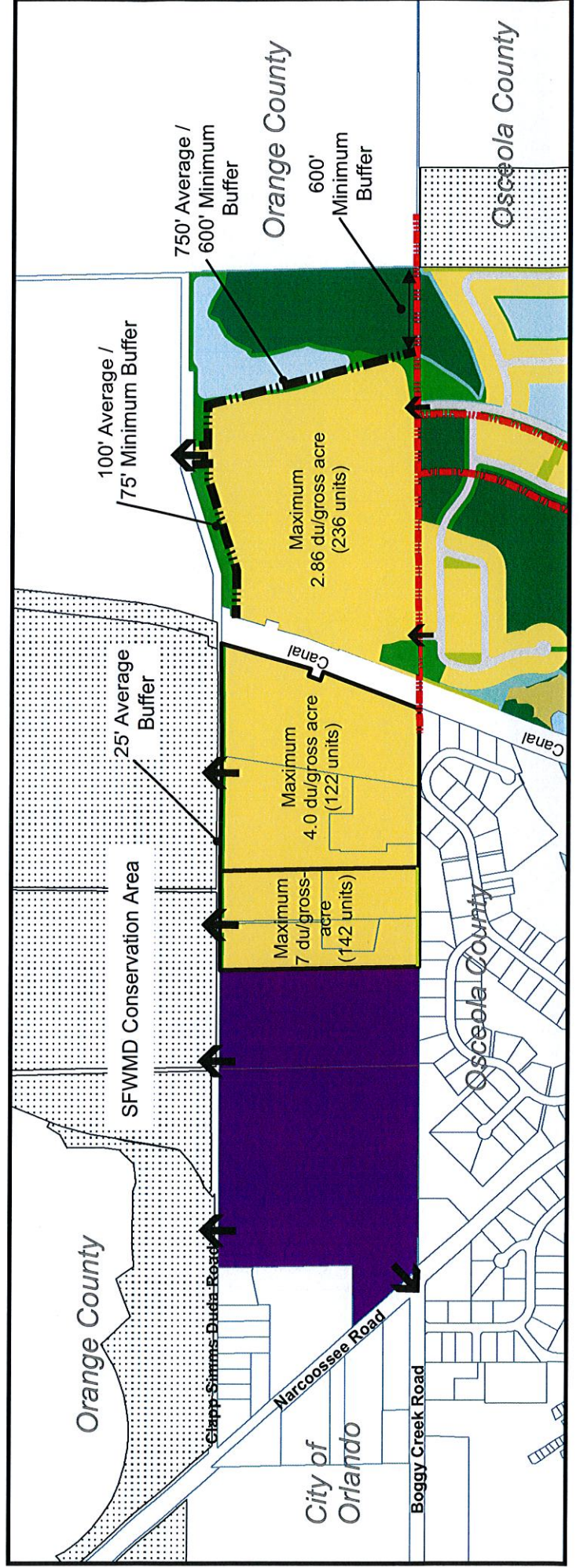
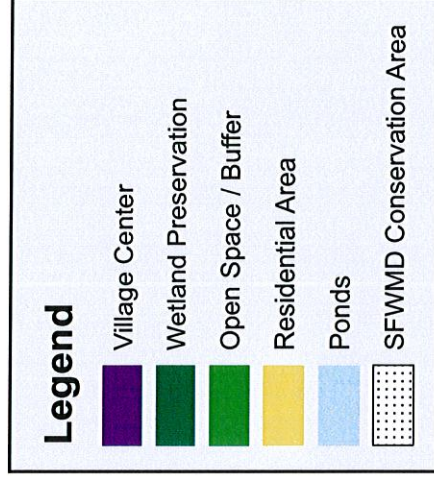


# Exhibit A

## Southeastern Oaks Land Use Area

January 23, 2014

\*Exact locations of the five connections to Clapp Simms Duda Road are conceptual and subject to minor adjustment.



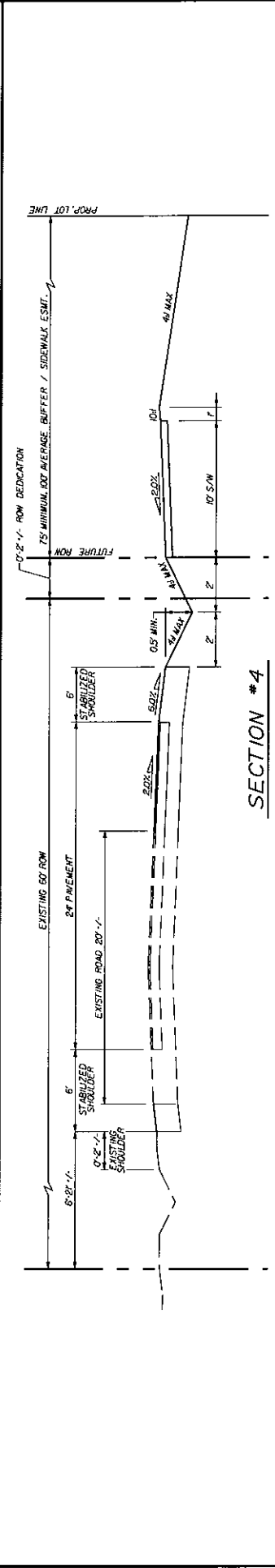
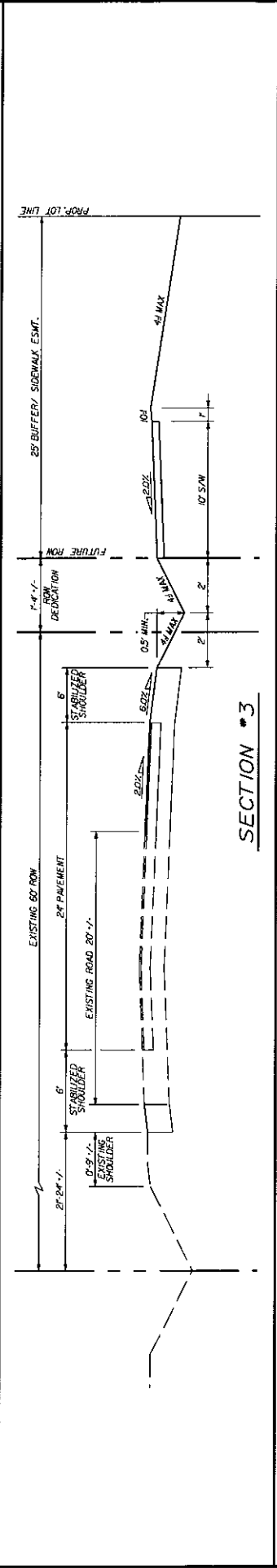
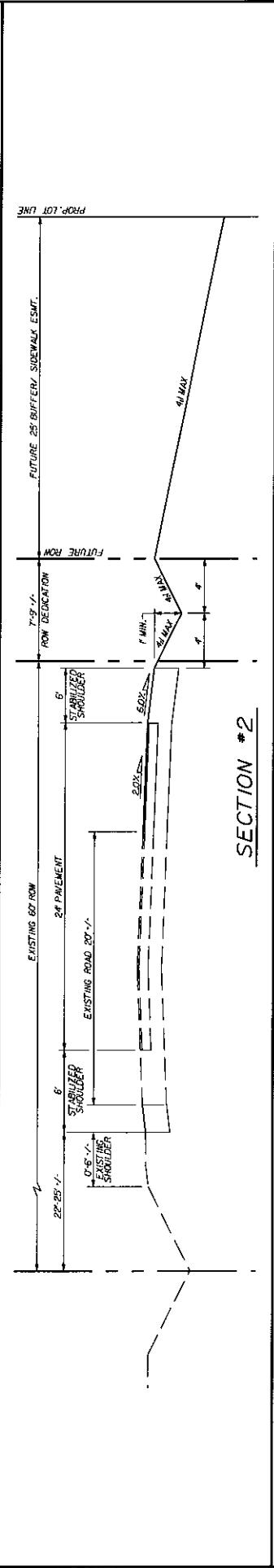
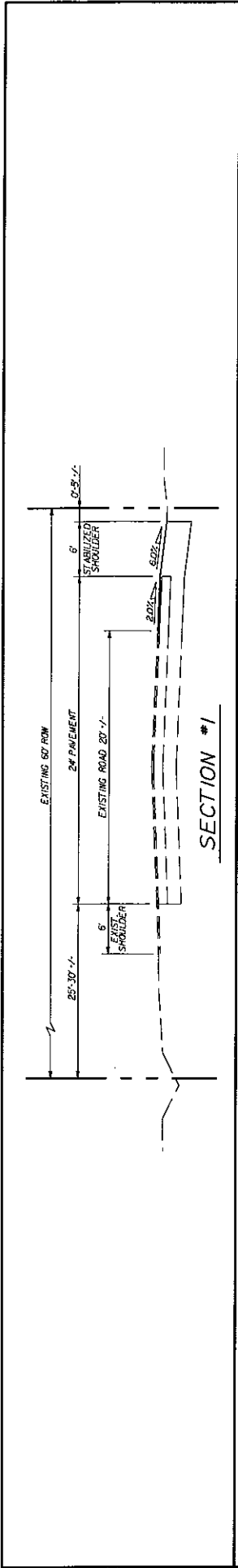


NOTE: SEE SHEET 2 FOR SECTION DETAILS

	TYPE: EXHIBIT
	DATE: JANUARY 2014
	PROJECT NO.: AJAY1
	DRAWN BY: SKH
	CHECKED BY: MSS
BOWYER SHKLETON LAND DEVELOPMENT & ENGINEERING P.L.L.C. 11000 W. 11TH AVE., SUITE 100 DENVER, CO 80231 303.751.1000 BSA-LOW.COM	SCALE: 1"=400'
	SHEET: 1 OF 3

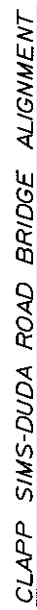
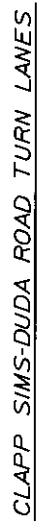
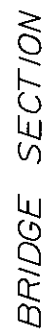
CLAPP SIMS-DUDA  
IMPROVEMENT EXHIBIT

EXHIBIT B



	TYPE: EXHIBIT
	DATE: JANUARY 2014
	PROJECT NO.: AJAY1
	DRAWN BY: SKH
	CHECKED BY: MSS
	SCALE: NTS
	SHEET: 2 OF 3
	EXHIBIT B

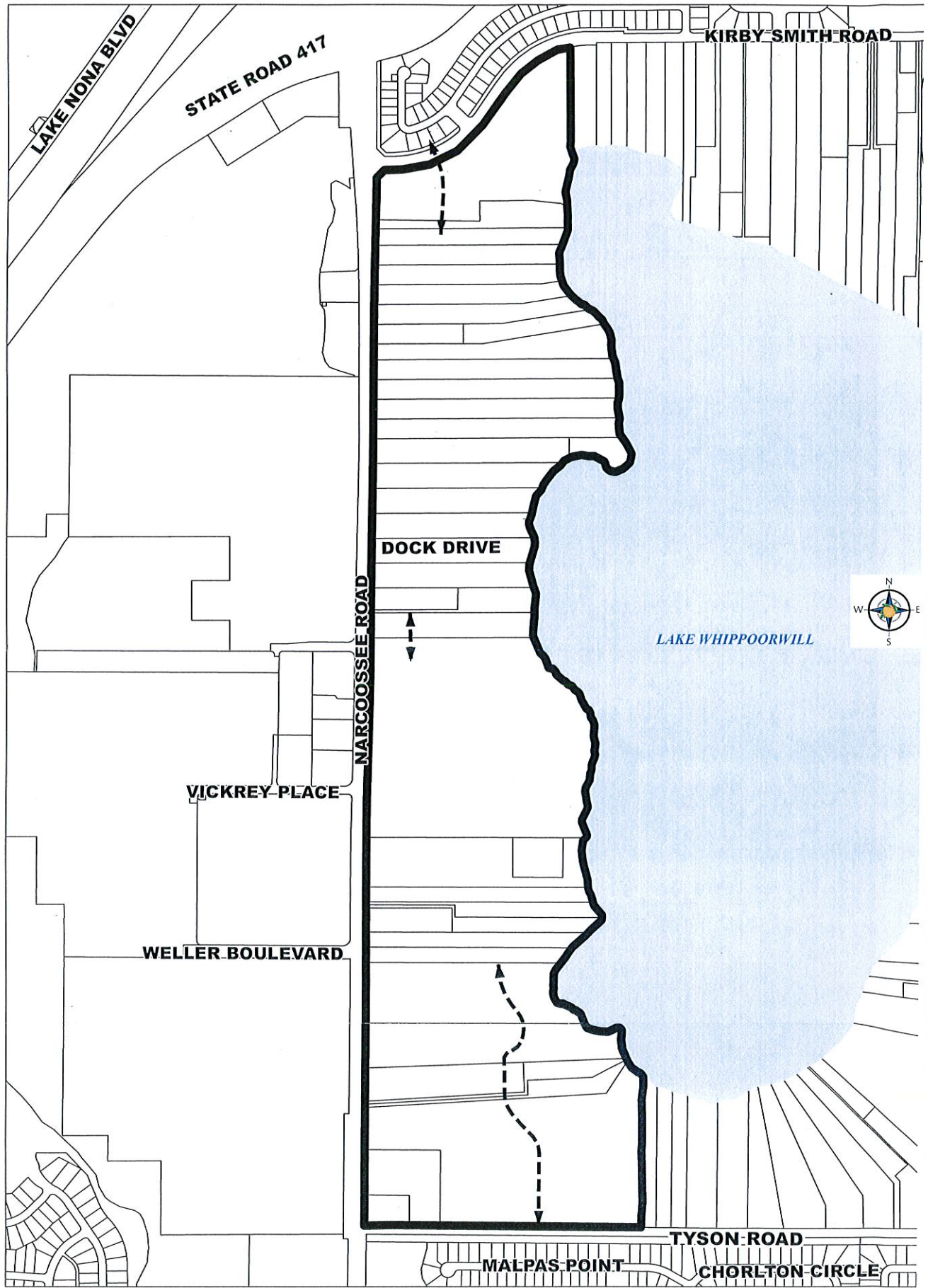
# CLAPP SIMS-DUDA IMPROVEMENT EXHIBIT





# Narcoossee Roadway Corridor Study Area

## Exhibit C



 Narcoossee Road Study Area Boundary

 North-South Connector Street

1 inch = 583 feet