

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

AFTER RECORDING RETURN TO:

Colanda Jones
City of Orlando
400 S. Orange Avenue, 6th Floor
Orlando, FL 32802

For Recording Purposes Only

Tax Parcel Identification Number(s):
18-22-30-2970-02-100

INTERLOCAL AGREEMENT FOR ANNEXATION OF 2901 CORRINE DRIVE

between

CITY OF ORLANDO, FLORIDA

and

ORANGE COUNTY, FLORIDA

This Interlocal Agreement, dated this ____ day of _____, 2026 (hereinafter referred to as “Agreement”), between the **City of Orlando**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 400 S. Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as “City”), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as “County”), is entered into for the purpose of annexing property located within unincorporated Orange County into the corporate limits of the City of Orlando, Florida, pursuant to and as authorized by Section 171.046, Florida Statutes.

WITNESSETH

WHEREAS, Section 171.043, Florida Statutes, describes the character of the area that may be annexed;

WHEREAS, Section 504 of the Orange County Charter was adopted and became effective November 15, 2024, and establishes the Exclusive Method for Voluntary Annexations;

WHEREAS, Section 504 of the Orange County Charter is inapplicable in municipal joint planning areas adopted with the County by joint planning agreements;

WHEREAS, the City and the County do not have an existing joint planning agreement and therefore Section 504(B) of the Orange County Charter requires that any voluntary annexation must be approved by an affirmative vote of not less than a majority plus one vote of the entire membership of the Board of County Commissioners at a public hearing; and

WHEREAS, Section 504(B) of the Orange County Charter requires the annexing municipality enter into an interlocal agreement with the County detailing the provision of essential public services, infrastructure maintenance, and future land use.

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 hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. This Agreement is executed in order to adjust and redefine the corporate limits of the City to include the lands described in Section III below in order to ensure the sound and efficient delivery of urban services to said lands.

SECTION III. The City and the County hereby find and agree that the following lands located in unincorporated Orange County meets the criteria for annexation into the City under Section 504 of the Orange County Charter:

See **Exhibit “A”** which is attached hereto and by this reference made a part hereof.

SECTION IV. The City hereby finds and agrees that the annexation of the lands described in **Exhibit “A”** (“the Property”) are consistent with State law, the City’s Comprehensive Plan and meets all of the requirements for annexation set forth in State law, the City’s Comprehensive Plan, and the City Code.

SECTION V. Provision of essential public services. The lands described in **Exhibit “A”** are within the Water Service Area for Orlando Utilities Commission and Wastewater Service Area for the City of Orlando. Therefore, the City will continue to provide the Water and Wastewater Service to the Property. Law Enforcement and Fire Rescue services will transfer from the County to the City upon annexation.

SECTION VI. Infrastructure maintenance. That portion of Corrine Drive, between Bennett Road and North Forest Avenue transferred from Orange County to the City of Orlando via interlocal agreement April 5, 2022. Janice Avenue, generally located between Corrine Drive and Marble Avenue, will not transfer at the time of annexation as it does not meet the 50% threshold.

SECTION VII. Future Land Use. The County future land use map designation and County zoning designation for the Property shall remain in full force and effect until the City adopts a comprehensive plan amendment designating the Property with a City future land use designation. The Orange County future land use designation for the Property is Commercial (C). Upon annexation the City will assign a future land use designation of Neighborhood Activity Center (NEIGH-AC).

SECTION VIII. 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 hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

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 attorneys' 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 IX. 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 X. 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 City Clerk is directed to record a certified copy of this Agreement in the Official Public Records of Orange County, Florida. Further, the City Clerk is directed to send executed copies of this Agreement to the Orange County Property Appraiser and the Department of State of the State of Florida.

IN WITNESS WHEREOF, the City and County have executed this Interlocal Agreement for Annexation on the dates inscribed below.

“CITY”

CITY OF ORLANDO, a Florida municipal corporation organized and existing under the laws of the State of Florida

By: _____
Buddy Dyer, Mayor

Date: _____, 2026

ATTEST:

By: _____
Stephanie Herdocia, City Clerk

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____, 2026

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

By: _____
Deputy Clerk

Print Name: _____

EXHIBIT "A"

(DESCRIPTION OF ANNEXED LANDS)

LOT 10 AND THE WEST 1/2 OF LOT 11, BLOCK "B", GHIO TERRACE FIRST SECTION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK "N", PAGE 78, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS THAT PART ON SOUTH FOR ROAD RIGHT-OF-WAY.