

## Interoffice Memorandum

**DATE:** April 1, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Tanya Wilson, AICP, Director Planning, Environmental, and Development Services Department 

**CONTACT:** Misty Mills, Senior Planner

**PHONE:** (407) 836-5435

**DIVISION:** Planning

**ACTION REQUESTED:**

Approval and execution of Interlocal Agreement for Annexation of the Stonehurst Road Enclave between City of Winter Park, Florida and Orange County, Florida. District 5.

**PROJECT:** Interlocal Agreement for Annexation of the Stonehurst Road Enclave

**PURPOSE:** The City of Winter Park and Orange County have prepared the Interlocal Agreement for annexation of the Stonehurst Road Enclave, an area of unincorporated Orange County consisting of thirteen single-family residential parcels. The proposed enclave annexation is consistent with Florida Statutes §171.046, which allows for the annexation of enclaves by interlocal agreement when the area is enclosed within and bounded on all sides by a single municipality and the area is less than 110 acres. The proposed annexation area is enclosed within and bounded on all sides by the City of Winter Park.

The proposed enclave annexation follows the direction established in the Joint Planning Area (JPA) agreement between the City and the County, approved December 17, 2024, which identified the Stonehurst Enclave as a priority area for annexation within nine months of the JPA approval. Upon execution of the agreement, the City will initiate the appropriate land use and zoning amendments for the annexed properties.

On March 26, 2025, the City Commission voted to approve the Interlocal Agreement.

**BUDGET:** N/A

**AFTER RECORDING RETURN TO:**

City of Winter Park  
Attn: City Clerk  
401 S Park Avenue  
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE STONEHURST ROAD  
ENCLAVE**

**between**

**CITY OF WINTER PARK, FLORIDA**

**and**

**ORANGE COUNTY, FLORIDA**

**THIS INTERLOCAL AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter referred to as "Agreement") between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Florida, 32789 (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 a certain enclave located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

**WITNESSETH**

**WHEREAS**, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are one hundred and ten (110) acres or less; and

**WHEREAS**, the land area of the Stonehurst Road enclave as described in Attachment A and Attachment B ("Stonehurst Road Enclave") is 5.57 acres in size and located more than one-half mile from the closest portion of unincorporated Orange County; and

**WHEREAS**, Florida Statutes §171.031, adopted by the Florida Legislature, defines areas that are “urban in character” as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines “enclave” as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved 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**, Florida Statutes §171.043, adopted by the Florida Legislature, describes the character of the area that may be annexed; and

**WHEREAS**, on December 17, 2024, the City and County entered into a Joint Planning Area Agreement providing, in part, that within nine (9) months the City and County shall work together in good faith to annex the Stonehurst Road Enclave into the City limits by an interlocal agreement pursuant to Florida Statutes §171.046(2); and

**WHEREAS**, it has been determined by the City that the thirteen (13) developed residential single family parcels to be annexed by this Agreement are within the future annexation and planning areas of the City and meet the requirements set out in Florida Statutes §171.046; and

**WHEREAS**, annexation of the Stonehurst Road Enclave into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

**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 that the following lands (known as the Stonehurst Road Enclave) located in unincorporated Orange County is an enclave of unincorporated area of 110 acres or less which meets the criteria for annexation into the City under Florida Statutes §171.046;

See **Attachment “A”** which is attached hereto and by this reference made a part hereof. A map of the above-described lands which clearly shows the area proposed to be annexed is attached hereto as **Attachment “B”** and by this reference made a part hereof.

**SECTION IV.** The City hereby finds that the annexation of the lands herein described is 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.** Pursuant to Florida Statutes §171.046(2), the City by this Agreement hereby annexes into the corporate limits of the City those lands described in Attachment "A" and Attachment "B" hereto.

**SECTION VI.** The lands herein described and future inhabitants of said lands shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City and shall be entitled to the same privileges and benefits as other areas of the City.

**SECTION VII.** The lands herein described shall have the existing County land use plan and County zoning or subdivision regulations in full force and effect until the City adopts a comprehensive plan amendment and rezoning that includes said land. The City agrees to process for change the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws within twelve (12) months following the date of execution of this Agreement by the second party hereto and at no charge to the owners of the land described in Attachment "A" hereto.

**SECTION VIII.** The City and the County hereby acknowledge that, prior to their approval of this Agreement, they have jointly provided written notice to all owners of the real property identified in Attachment A whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meetings of the City of Winter Park City Commission and the Orange County Board of County Commissioners at which this Agreement was to be considered for approval.

**SECTION IX. 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 attorney 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 X.** 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 XI.** 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. Thereafter the City Clerk is directed to file a certified copy of this Agreement and associated attachments with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

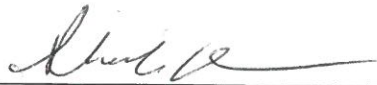
**SECTION XII.** Following its execution by the City and the County, a copy of this Agreement shall be recorded and thereafter provided by U.S. mail to all owners of the real property identified in Attachment "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser.


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

[Remainder of page left intentionally blank.]

**"CITY"**

**CITY OF WINTER PARK**, a Florida  
municipal corporation

By:   
Sheila DeCiccio, Mayor

Attest:   
Rene Cranis, City Clerk

Executed on:

(SEAL)

**FOR USE AND RELIANCE ONLY BY  
THE CITY OF WINTER PARK, FLORIDA.  
APPROVED AS TO FORM AN  
LEGALITY this 7th day of April, 2025**

**APPROVED BY THE CITY  
COMMISSION AT A MEETING  
HELD ON March 26, 2025**

Signed by:  
By:   
City Attorney

**“COUNTY”**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_, 2025

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

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

Deputy Clerk

Print Name: \_\_\_\_\_

## ATTACHMENT "A"

### LEGAL DESCRIPTION OF ANNEXED LANDS

**Lot 1, Lots 4 through 7, Lots 9 through 11, Lots 13 through 16 and Lot 19, per the plat of Stonehurst Estates as recorded in Plat Book "U", Page 9 of the Public Records of Orange County, Florida. Also identified as:**

<b>Lot 1</b>	<b>443 E. Kings Way</b>	<b>17-22-30-8324-00-010</b>
<b>Lot 4</b>	<b>1811 Stonehurst Road</b>	<b>17-22-30-8324-00-040</b>
<b>Lot 5</b>	<b>1815 Stonehurst Road</b>	<b>17-22-30-8324-00-050</b>
<b>Lot 6</b>	<b>1819 Stonehurst Road</b>	<b>17-22-30-8324-00-060</b>
<b>Lot 7</b>	<b>1907 Stonehurst Road</b>	<b>17-22-30-8324-00-070</b>
<b>Lot 9</b>	<b>1915 Stonehurst Road</b>	<b>17-22-30-8324-00-090</b>
<b>Lot 10</b>	<b>1919 Stonehurst Road</b>	<b>17-22-30-8324-00-100</b>
<b>Lot 11</b>	<b>1923 Stonehurst Road</b>	<b>17-22-30-8324-00-110</b>
<b>Lot 13</b>	<b>1918 Stonehurst Road</b>	<b>17-22-30-8324-00-130</b>
<b>Lot 14</b>	<b>1914 Stonehurst Road</b>	<b>17-22-30-8324-00-140</b>
<b>Lot 15</b>	<b>1910 Stonehurst Road</b>	<b>17-22-30-8324-00-150</b>
<b>Lot 16</b>	<b>1906 Stonehurst Road</b>	<b>17-22-30-8324-00-160</b>
<b>Lot 19</b>	<b>1808 Stonehurst Road</b>	<b>17-22-30-8324-00-193</b>



**ATTACHMENT "B"**  
**MAP OF ANNEXED LANDS**

