



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, County Attorney

201 South Rosalind Avenue ■ 3rd Floor
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 ■ Fax 407-836-5888
<http://www.ocfl.net>

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJN*
Joel D. Prinsell, Deputy County Attorney *JDP*
Contact phone: 407-836-7329

DATE: January 9, 2017

RE: **Consent Agenda Item for Board Meeting on January 24, 2017 –**
Termination of Stipulation and Settlement Agreement between the
City of Ocoee and Orange County, Florida

This Consent Agenda item requests authorization from the Board of County Commissioners ("BCC") for approval and execution by the County Attorney of the Termination of Stipulation and Settlement Agreement ("Termination Agreement") between the City of Ocoee ("Ocoee") and Orange County, Florida.

BACKGROUND:

In 1987, Ocoee and Orange County entered into a Stipulation and Settlement Agreement ("Agreement") to settle and resolve four separate cases then pending in Orange County Circuit Court. A copy of the Agreement is attached as Appendix "A." The cases were filed by Orange County against Ocoee in 1987 and concerned the annexation of property by Ocoee. In the Petition for Writ of Certiorari filed by Orange County in each case, the County alleged that the annexations violated Florida law by creating enclaves of unincorporated land and/or fingerlike extensions of the municipal boundaries in serpentine patterns.

The Agreement provided that Orange County would dismiss all four cases in exchange for Ocoee's commitment to placing land use and development restrictions on the subject property (reference the attached map created by Planning and labeled Appendix "B," which shows the area covered by the Agreement – hereinafter, "Subject Property"). Generally, the Agreement provided that Ocoee would limit development of the Subject Property to 541 dwelling units at a density of one dwelling unit per acre, although in one area dwelling units were permitted to be clustered on quarter acre lots.

Deputy County Attorney
Joel D. Prinsell

Senior Assistant County Attorneys
Elaine Asad
Lila McHenry

Assistant County Attorneys

Andrea Adibe
Roberta Alfonso
Anthony Cotter
Whitney E. Evers
Wanzo Galloway, Jr.
Erin E. Hartigan
Georgiana Holmes
Katherine W. Latorre
Scott McHenry
Sawsan Mohiuddin
Scott Shevenell
William Turner

Legal Administrative Supervisor
Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP

In 1999, Ocoee and Orange County entered into a First Amendment to the Agreement. The parties agreed in the First Amendment to permit a density greater than one dwelling unit per acre for a lot in the Sawmill Subdivision, which was within the land area covered by the Agreement. A copy of the First Amendment is attached hereto as Appendix "C."

In 2005, Ocoee and Orange County entered into a Second Amendment to the Agreement. The Second Agreement allowed a density greater than one dwelling unit per acre for a different lot in the Sawmill Subdivision than the one affected by the First Amendment in 1999. A copy of the Second Amendment is attached as Appendix "D."

In 2016, both Ocoee and Orange County were contacted by the representative of a property owner within the area covered by the Agreement (specifically, Parcel ID 03-22-28-7821-00-170). The parcel is slightly over one acre in size. The property owner wished to apply to Ocoee for a lot split, but was restricted in doing so by the terms of the Agreement, which limits the parcel to one dwelling unit per acre. After a discussion among the Ocoee and Orange County planning and administration staff and legal counsel, the termination of the Agreement was proposed, as all of the Subject Property is within the municipal boundaries of Ocoee.

Terminating the Agreement will permit Ocoee to determine the permissible density on the Subject Property, including Parcel ID 03-22-28-7821-00-170, but will not affect the Joint Planning Area Agreement between Orange County and Ocoee.

On January 3, 2017, Ocoee approved the Termination Agreement at its regular City Commission meeting, authorized its City Attorney to execute the Termination Agreement for Ocoee, and transmitted the executed Termination Agreement to Orange County for the Board of County Commissioners' consideration.

ACTION REQUESTED: Approval of Termination of Stipulation and Settlement Agreement between the City of Ocoee and Orange County and authorization for the County Attorney to execute the Termination Agreement on County's behalf.

Attachments

cc: Ajit Lalchandani, County Administrator
Christopher R. Testerman, Assistant County Administrator
Joel D. Prinsell, Deputy County Attorney
Jon Weiss, P.E., Director, Orange County Community, Environmental and Development Services Department
Steven Thorp, Planner, Orange County Planning Division

BCC Mtg. Date: January 24, 2017

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA**

ORANGE COUNTY, a political
subdivision of the State of Florida,

Petitioner,

v.

CITY OF OCOEE, a municipal
corporation,

Respondent.

CASE NOS. CI-87-3208
87-3209
87-3210
87-3211

**TERMINATION OF
STIPULATION AND SETTLEMENT AGREEMENT**

Petitioner, ORANGE COUNTY, FLORIDA, and Respondent, CITY OF OCOEE, FLORIDA, entered into that certain Stipulation and Settlement Agreement, which is dated August 7, 1987, and was approved by the Orange County Board of County Commissioners, the Ocoee City Commission, and the Circuit Court, and was amended by that First Amendment and Second Amendment thereto (Stipulation and Settlement Agreement recorded at Official Records Book 4195, Page 2107, Public Records of Orange County, Florida; First Amendment recorded at Official Records Book 5752, Page 2092, Public Records of Orange County, Florida; Second Amendment *not* recorded (collectively, the "Original Agreement")).

The City has received and reviewed a Lot Split Plan Approval Application for property within the area covered by the Original Agreement (specifically, Lot 17 of Sawmill Phase 1, as recorded in Plat Book 23, Pages 32 through 35, Public Records of Orange County, Florida),

which property is limited to one dwelling unit per acre pursuant to the Original Agreement and which property is within the municipal boundaries of the City.


The City and County have determined that the Original Agreement is no longer necessary, the purposes for which it was entered have been fulfilled, and it is in the best interests of the City and of the County to now Terminate the Original Agreement, so that the City may determine the permissible density on property, including Lot 17 of Sawmill Phase I, within its municipal boundaries.

Therefore, the County and the City, for good and valuable mutual consideration, the receipt of which is hereby acknowledged, agree to Terminate the Original Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference and made a part hereof.
2. The City and County hereby release, repeal, cancel, terminate, and rescind the Original Agreement and declare that all the rights and privileges contained therein are of no further force and effect.
3. Although the Original Agreement was executed in settlement of four cases in litigation between the City and the County, the cases have long since been closed. Accordingly, the City and the County agree that this Termination will not be filed with the Circuit Court and the effectiveness of this Termination shall not be conditioned upon acceptance by the Circuit Court.
4. Termination of the Original Agreement shall have no effect upon the Joint Planning Area Agreement by and between Orange County and the City of Ocoee.

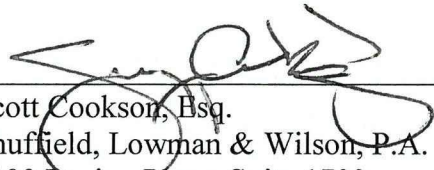
5. This Termination shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Commission, whichever date is later, and shall subsequently be recorded in the Official Records of Orange County, Florida, by the City at the City's expense.

6. By their approval on the following dates: JAN. 3, 2017 (City), and JAN 24 2017 (County), the respective commissions authorize legal counsel to execute this Termination.



Jeffrey J. Newton, Esquire
County Attorney
Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32801
Phone: 407-836-7320
Attorney for Orange County

Date: 1/24/17



Scott Cookson, Esq.
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Phone: 407-581-9800
Attorney for the City of Ocoee

Date: 1.3.17

Appendix "A"
Twelve (12) Pages

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

Rec Fee \$ 49.00 MARTHA O. HAYNE
Add Fee \$ 6.50 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By me
Total \$ 55.50 Deputy Clerk

CASE NO. CI 87-3208
87-3209
87-3210
87-3211

ORANGE COUNTY, a political
subdivision of the State
of Florida,

Petitioner,

vs.

CITY OF OCOEE, a municipal
corporation,

Respondent.

3544764 ORANGE CO. FL.
09:51:20AM 06/27/90

OR 4195 PG 2107

STIPULATION AND SETTLEMENT AGREEMENT

Petitioner, ORANGE COUNTY, FLORIDA, and Respondent, CITY OF
OCOEE, FLORIDA, in an effort to settle and resolve the above-
captioned actions execute this Stipulation and Settlement Agree-
ment ("Agreement") and agree as follows:

1. Petitioner and Respondent intend to resolve and settle
all issues raised in these actions.

2. Petitioner shall voluntarily dismiss, with prejudice,
the pending actions identified as Case Nos. CI 87-3208, -3209,
-3210, and -3211, all now pending in the Circuit Court in and for
Orange County, Florida, upon performance of the terms of this
Agreement.

3. On or before September 2, 1987, Respondent shall impose
upon the real property described in and which is the subject
matter of Case No. CI 87-3209, and which is depicted on Exhibit
A, attached (the "Property"), the following restrictions pertain-
ing to land use approvals for and development of the Property:

A. With respect to that portion of the Property
consisting of 10 acres lying east of the Seaboard Coastline
Railroad and west of Apopka Vineland Road (the "10 Acre Parcel").
"Parcel A" depicted on Exhibit A, development within the 10 Acre
Parcel shall be limited to 10 dwelling units. Upon request by

FILED/RETURN TO:
JAN GILLES, City Clerk
City of Ocoee
100 N. Lakeshore Drive
Ocoee, FL 34761

ORDER →

the Owner of the Property, these dwelling units may be clustered on lot sizes of 1/4 acre or larger. Upon request of the owner of the Property, Respondent may approve and there may be constructed within the 10 Acre Parcel a roadway connecting the remainder of the Property to Apopka Vineland Road. Upon request of the owner of the Property, Respondent may approve and permit the use of the 10 Acre Parcel for recreational uses such as parks, playgrounds and the like and for the installation and operation of retention/detention ponds and the like.

B. Within the northernmost 450 feet of the Property, depicted on Exhibit A, Respondent shall not grant any land use approval nor permit development within this portion of the Property at any level more intense than one dwelling unit per acre and shall require that any residential building lot within this portion of the Property not be less than one acre in area. Upon request of the owner of the Property, Respondent may approve and permit use of the land within this portion of the Property for recreational uses such as parks, playgrounds and the like and for the installation and operation of retention/detention ponds and similar uses.

C. Within that portion of the Property lying south of the area described in subparagraph B and within 150 feet of the shoreline of Lake Addah and of that portion of the northwestern boundary of the Property abutting the unincorporated area, "Parcel B" depicted on Exhibit A, Respondent shall not grant any land use approval nor permit development within this portion of the Property at any level more intense than one dwelling unit per acre and shall require that any residential building lot within this portion of the Property not be less than one acre in area. Upon request of the owner of the Property, Respondent may approve and permit use of the land within this portion of the Property for recreational uses such as parks, playgrounds and the like and for the installation and operation of retention/detention ponds and similar uses.

OR4195 PG2108

D. Within that portion of the Property lying south of the area described in subparagraph B above, and within 350 feet of that portion of the northeast boundary of the Property, "Parcel C" depicted on Exhibit A, Respondent shall not grant any land use approval nor permit development within this portion of the Property at any level more intense than one dwelling unit per acre and shall require that any residential building lot within this portion of the Property not be less than one acre in area. Upon request of the owner of the Property, Respondent may approve and permit use of the land within this portion of the Property for recreational uses such as parks, playgrounds and the like and for the installation and operation of retention/detention ponds and similar uses.

E. Within that portion of the Property lying within 150 feet of that portion of the easterly boundary of the Property lying south of the area described in subparagraph D, above, and extending south to the intersection of the roadway to be located within the 10 Acre Parcel, "Parcel D" depicted on Exhibit A, Respondent shall not grant any land use approval nor permit development within this portion of the Property at any level more intense than one dwelling unit per acre and shall require that any residential building lot within this portion of the Property not be less than one acre in area. Upon request of the owner of the Property, Respondent may approve and permit use of the land within this portion of the Property for recreational uses such as parks, playgrounds and the like and for the installation and operation of retention/detention ponds and similar uses.

F. Along that portion of the eastern boundary of the Property lying south of the southern boundary of the 10 Acre Parcel and running southerly to a point determined by the intersection of this portion of the eastern boundary of the Property and the extension of the northern boundary of the "Unincorporated Tract", described below, Respondent shall require that a wall or fence be erected along this portion of the boundary of the Property, as depicted on Exhibit A, to be constructed in

compliance with City standards for such an improvement and at such time as the owner of the Property completes any subdivision improvements within the Property.

G. Respondent shall require that the southern 25 feet of any residential building lot abutting the southern boundary of the Property shall remain in its natural condition or shall be landscaped to provide a vegetation buffer within this 25 foot area. This 25 foot area shall be included in calculating minimum lot area and in calculating gross density for the Property.

H. Respondent may grant land use approval for and permit development of up to 541 dwelling units within the Property, subject only to the limitations and restrictions set forth in subparagraphs A through G, above, and the applicable ordinances of the City of Ocoee.

4. Petitioner and Respondent acknowledge that the actions required by this Agreement affect the Property and that the Property is owned by Bel-Roy Investments, a Florida general partnership.

5. Bel-Roy owns a certain tract of real property lying east of the Seaboard Coastline Railroad right-of-way, depicted on Exhibit A and referred to in this Agreement as the "Unincorporated Tract". Respondent shall not annex the Unincorporated Tract for a period of five years from the effective date of this Agreement without the consent of Petitioner. Bel-Roy shall not seek annexation into the City of the Unincorporated Tract for the same period without the consent of Petitioner.

6. Bel-Roy has joined as a party to this Agreement for the purpose of voluntarily committing to the restrictions set forth in paragraphs 3 and 5, above, and of agreeing that it shall record covenants and restrictions on the Property and the Unincorporated Tract, binding itself and all the future owners of the Property and the Unincorporated Tract to the conditions set forth in Paragraphs 3 and 5, above. These covenants and restrictions shall run in favor of the City of Ocoee and Orange County and shall be enforceable by the City and County. These covenants and

restrictions may be amended if circumstances change from those existing when this Agreement takes effect and if Petitioner and Respondent consent, which consent shall not be unreasonably withheld.

7. Bel-Roy further agrees that it will not petition to rezone those portions of the Property described in Paragraph 3 to a density or intensity greater than that allowed in said Paragraph for a period of five (5) years from the effective date of this Agreement unless circumstances change from those existing when this Agreement takes effect. Petitioner acknowledges its intention to assure that the land use regulation for and development of that part of the unincorporated area of Orange County which abuts and is of equal depth to those portions of the Property described in Paragraph 3 shall at all times be compatible with the land use regulations applicable to and development of those portions of the Property. Any change in regulation or development to that part of the unincorporated area that would allow or result in development of uses, density or intensity which were not compatible with or greater than the uses, density or intensity allowable under this Agreement for those portions of the Property would be considered a substantial change in circumstances.

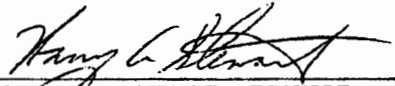
8. Petitioner and Respondent agree to abate all of the above-referenced actions for a period of time sufficient to facilitate accomplishment of the matters set forth in Paragraphs 3 and 6, above. At this time, Respondent intends to consider these matters on or before September 2, 1987. During this abatement, no further pleadings will be required to be filed by any party in this action and all filing deadlines previously imposed shall be extended for the period during which this action is abated.

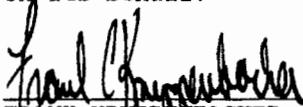
9. Petitioner and Respondent shall each bear their own costs and attorney's fees in this action.

10. The effectiveness of this Agreement shall be conditioned upon the acceptance by the Circuit Court.

OR4195 PG2111

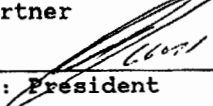
11. This Stipulation and Settlement Agreement has been reviewed by the Board of County Commissioners of Orange County, Florida and by the City Council of the City of Ocoee, Florida and each has approved this Stipulation and Settlement Agreement and adopted a resolution to this effect. Each has authorized its attorneys to execute this pleading on its behalf.



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COUNTY ATTORNEY
ORANGE COUNTY LEGAL DEPT.
Orange County Administration
Center
Post Office Box 1393
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(305) 236-7320
Attorney for Petitioner

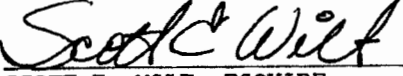

FRANK KRUPPENBACHER, ESQUIRE
SWANN & HADDOCK, P.A.
135 West Central Boulevard
Suite 1100
Orlando, Florida 32801
(305) 425-3939
Attorney for Respondent

BEL-ROY INVESTMENTS,
a Florida general
partnership

By: MARLO, INC., a Florida
corporation, Managing
Partner

By: 
Its: President


MIRANDA F. FITZGERALD, ESQUIRE
MAGUIRE, VOORHIS & WELLS, P.A.
Two South Orange Plaza
Post Office Box 633
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Telephone: (305) 843-4421
Co-Counsel for Respondent


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Telephone: (305) 843-4421
Co-Counsel for Respondent

ORDER

The foregoing Stipulation and Settlement Agreement has been reviewed by this Court and accepted on Aug 7, 1987.

DONE AND ORDERED in Chambers this 7th day of Aug, 1987.


Lawrence R. Kirkwood, ^{CO}
Circuit Judge

OR4195 PG2112

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy hereof has been furnished by U. S. Mail to HARRY A. STEWART, County Attorney, Orange County Legal Department, Orange County Administration Center, Post Office Box 1393, Orlando, Florida 32802-1393, FRANK KRUPPENBACHER, ESQUIRE, Swann & Haddock, P.A., 135 West Central Boulevard, Suite 1100, Orlando, Florida 32801, MIRANDA FRANKS FITZGERALD, ESQUIRE, Maguire, Voorhis & Wells, P.A., Two South Orange Plaza, Post Office Box 633, Orlando, Florida 32802, and SCOTT E. WILT, ESQUIRE, Maguire, Voorhis & Wells, P.A., Two South Orange Plaza, Post Office Box 633, Orlando, Florida 32802, this 7th day of Aug, 1987.

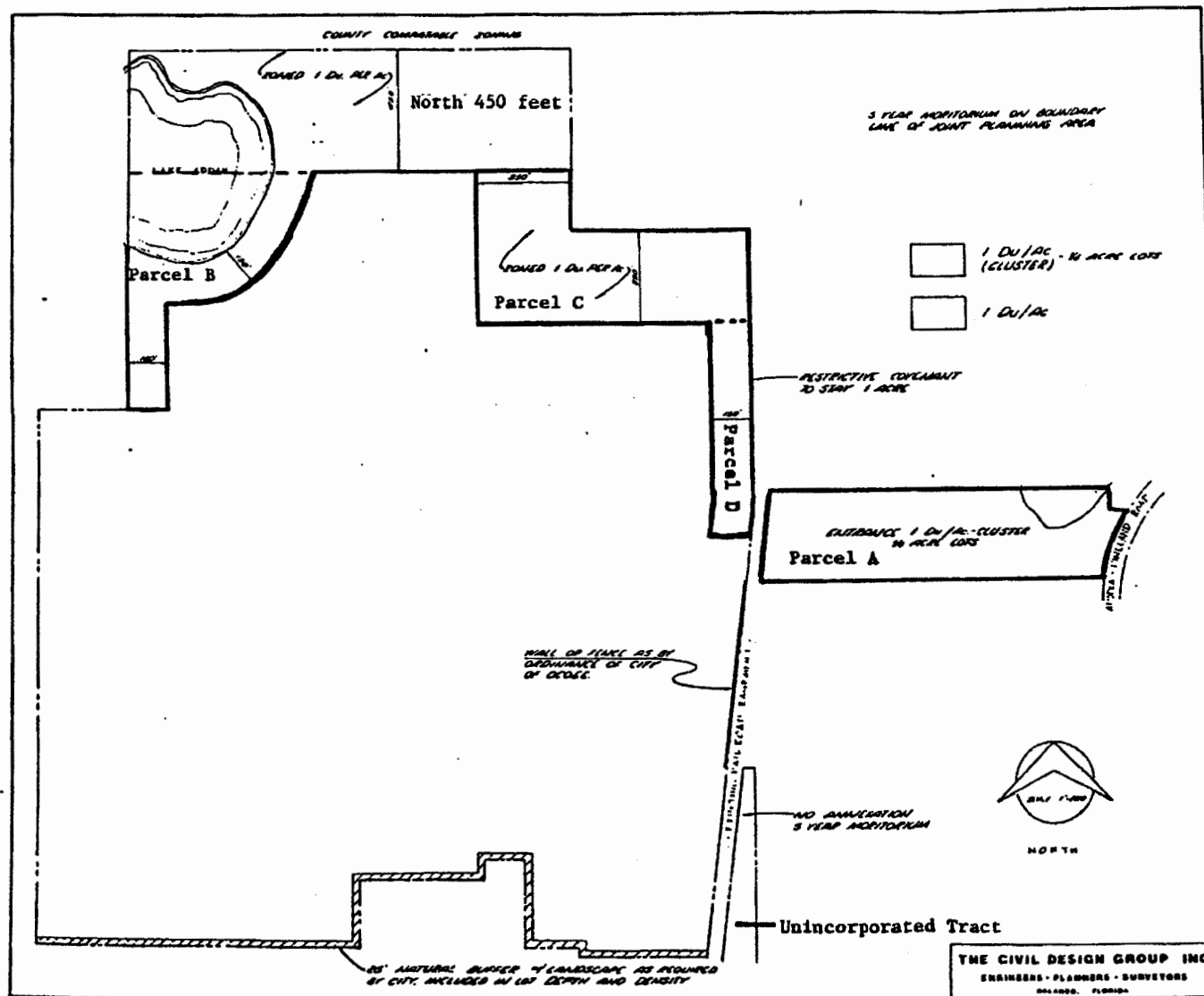
Scott E. Wilt
Co-counsel for Respondent

(037/WP2022)

OR4195 PG2113



Yell



OR 4 | 95 PG 2 | 14

EXHIBIT "A"

200

DESCRIPTION

PARCEL 1

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. LESS RAILROAD RIGHT OF WAY AND LESS ROAD RIGHT OF WAY. CONTAINING 9.6388 ACRES, MORE OR LESS.

AND

PARCEL 2

THAT PART OF THE SOUTH 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 28 EAST. LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF APOPKA-VINELAND ROAD. (S.R. #435). ALL BEING IN ORANGE COUNTY, FLORIDA.

OR4195 PG2115

70

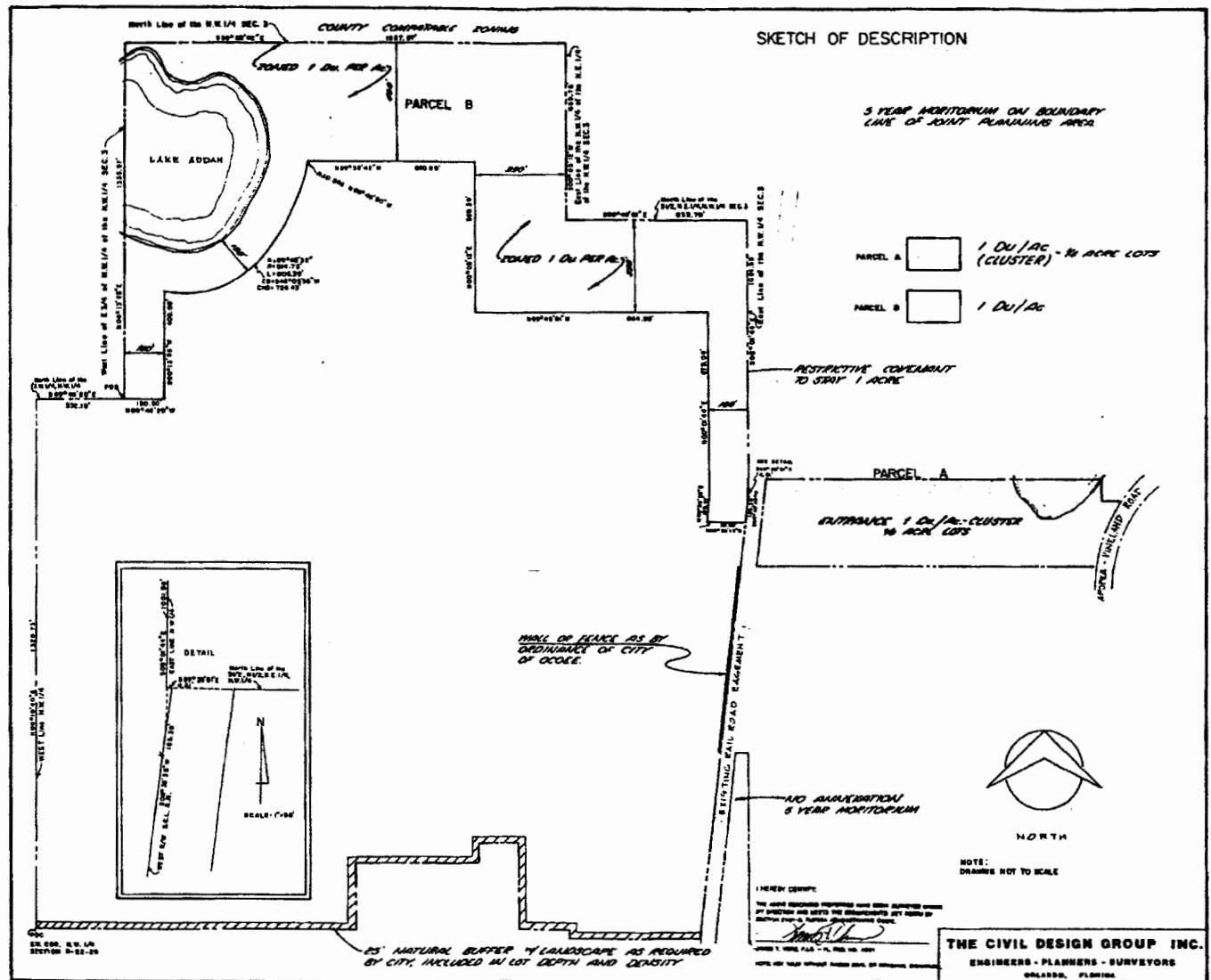
8/5/87

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3 TOWNSHIP 22 SOUTH RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN N00°15'40"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3, A DISTANCE OF 1320.73 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, THENCE S89°45'20"E ALONG SAID NORTH LINE A DISTANCE OF 332.19 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, BEING THE POINT OF BEGINNING, THENCE N00°13'55"E ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, A DISTANCE OF 1335.97 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE S89°52'42"E ALONG SAID NORTH LINE A DISTANCE OF 1657.57 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE S00°05'12"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3 A DISTANCE OF 669.76 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE S89°49'01"E ALONG SAID NORTH LINE A DISTANCE OF 663.70 TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE S00°01'44"W A DISTANCE OF 1001.58 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3. THENCE S89°38'51"E ALONG SAID NORTH LINE A DISTANCE OF 4.11 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A 60.00 FOOT WIDE SEABOARD COASTLINE RAILROAD RIGHT OF WAY. THENCE S06°36'38"W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 166.62 FEET, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN N89°58'16"W A DISTANCE OF 151.00 FEET. THENCE N06°36'38"E ALONG A LINE 150.00 FEET WESTERLY OF, AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 139.41 FEET TO THE WEST LINE OF THE EAST 150.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE N00°01'44"E ALONG SAID WEST LINE A DISTANCE OF 679.04 FEET TO THE SOUTH LINE OF THE NORTH 350.00 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, THENCE N89°49'01"W ALONG SAID SOUTH LINE A DISTANCE OF 864.05 FEET TO THE WEST LINE OF THE EAST 350.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE N00°05'12"E ALONG SAID WEST LINE A DISTANCE OF 569.38 FEET TO THE SOUTH LINE OF THE NORTH 450.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE N89°52'42"W ALONG SAID SOUTH LINE A DISTANCE OF 620.00 FEET TO A POINT 150.00 FEET EASTERLY OF LAKE ADDAH MORE OR LESS, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 514.75 AND A CHORD BEARING OF S48°05'56"W THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF N86°46'50"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE (SAID ARC LYING LANDWARD SOUTHERLY AND EASTERLY OF LAKE ADDAH 150.00 FEET MORE OR LESS) AN ARC DISTANCE OF 806.39 FEET THROUGH A CENTRAL ANGLE OF 89°45'32" TO A NON TANGENT POINT ON THE EAST LINE OF THE WEST 150.00 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF N02°58'42"E RUN S00°13'55"W ALONG SAID EAST LINE A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3. THENCE N89°45'20"W ALONG SAID SOUTH LINE A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING THERE IN 37.641 ACRES MORE OR LESS.

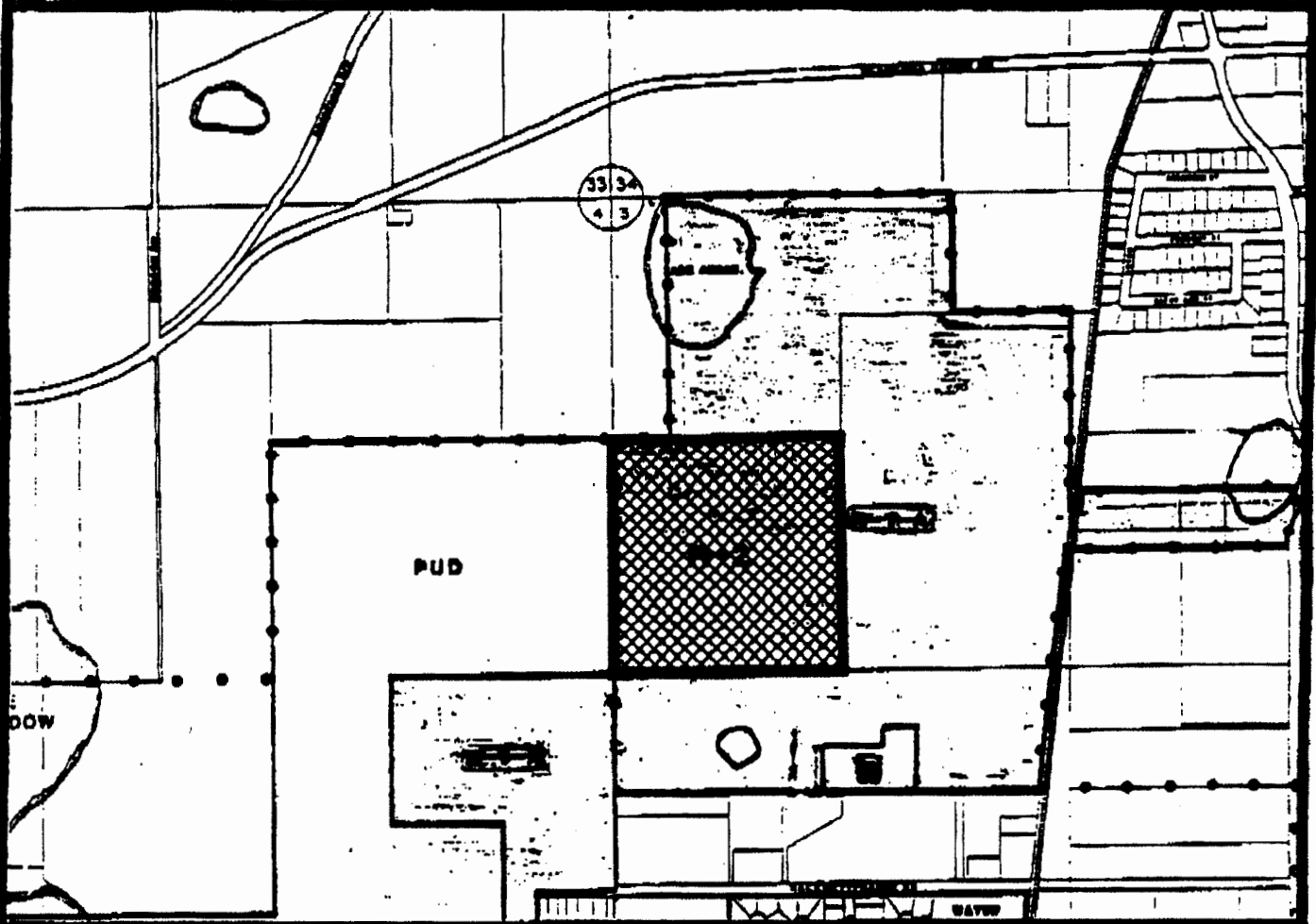
THE ABOVE DESCRIBED LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

OR4195 PG2116

OR 4195 PG2117



CITY OF OCOEE PROPOSED REZONING



PROPOSED REZONING

CASE NO. 19R-88: INVOLVING A 40 ACRE PARCEL LOCATED APPROXIMATELY
1200' NORTH OF HACKNEY PRAIRIE ROAD AND 2600'
WEST OF APOKA-VINELAND ROAD.

FROM: R-1-A SINGLE FAMILY DWELLING DISTRICT
TO: R-2 ONE - AND TWO- FAMILY DWELLING DISTRICT

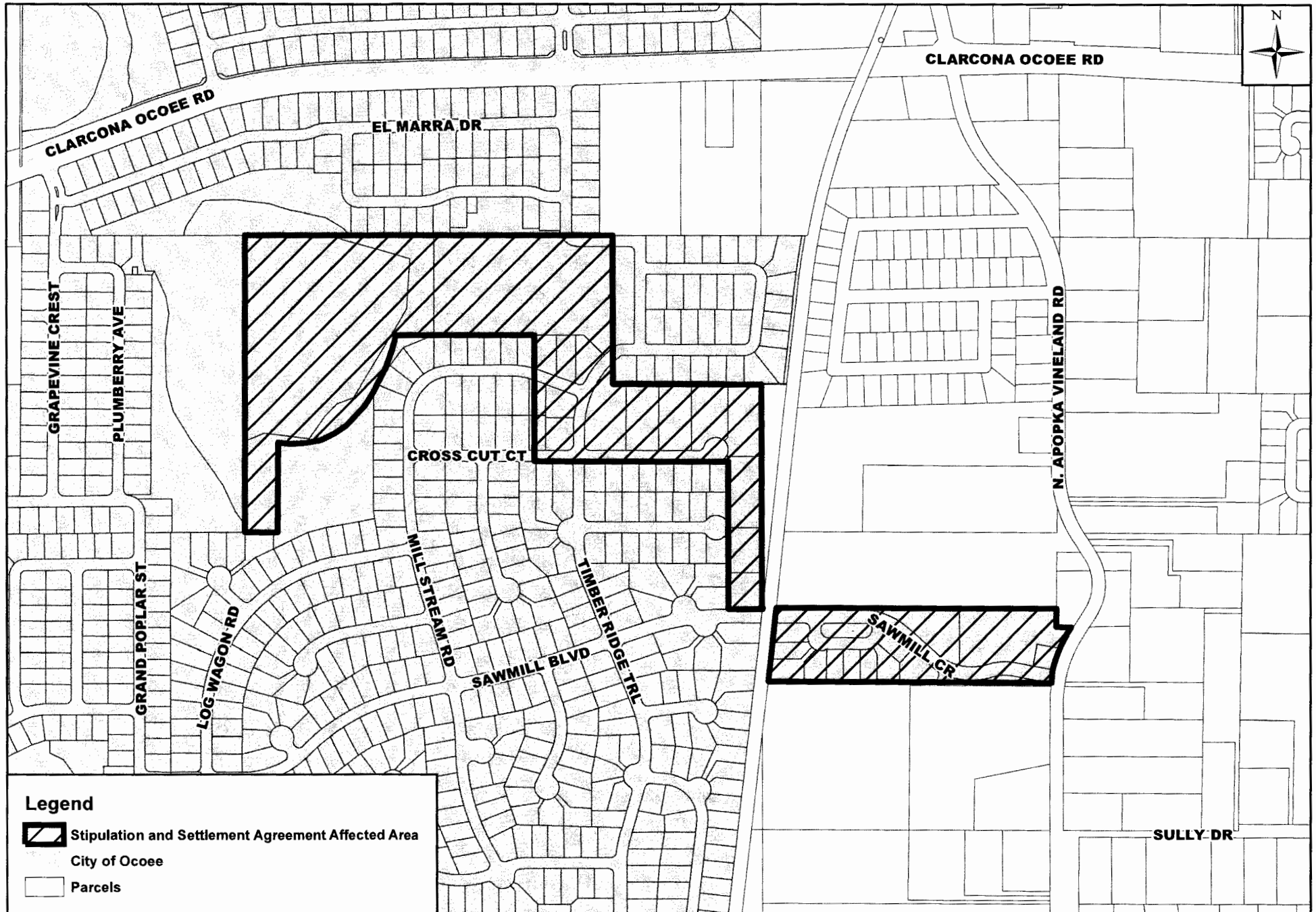
RECORDED & RECORD VERIFIED

Martha O. Haynie
County Comptroller, Orange Co., FL.

OR4 | 95 PG2 | 18

Stipulation and Settlement Agreement Location Map

Appendix "B"



MAR 23 1999 *advis*

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

ORANGE COUNTY, a political
subdivision of the State of Florida,

Orange Co FL 1999-0212430
051799 03:16:52pm
OR Bk 5752 Pg 2092
Rec 10.50

Petitioner,

v.

CASE NOS. CI-87-3208

87-3209

CITY OF OCOEE, a municipal
corporation,

87-3210

87-3211


Respondent.

FIRST AMENDMENT TO
STIPULATION AND SETTLEMENT AGREEMENT

Petitioner, ORANGE COUNTY, FLORIDA, and Respondent, CITY OF OCOEE,
FLORIDA, hereby execute this First Amendment ("Amendment") to the Stipulation and Settlement
Agreement ("Original Agreement") approved by the Board of County Commissioners on July 27,
1987, and approved by the City Commission on September 2, 1987.

The County and the City, for good and valuable mutual consideration, the receipt of which
is hereby acknowledged, agree to amend the Original Agreement as follows:

1. Notwithstanding whatever contrary restrictions may be set forth in the Original
Agreement which affect or apply to Lot 24 of the Sawmill Subdivision (which subdivision is located
within the City's municipal boundaries, and the plat of which is recorded at Plat Book 23, Page 32),
including specifically paragraph 3D of the Original Agreement, the County and the City hereby
agree that the City may henceforth grant any land use approval or development permit for Lot 24
at a level *more* intensive than one dwelling unit per acre and may allow any residential lot within Lot


Prepared by/Return to:
Jean Gresham, City Clerk
City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761

24 to be *less* than one acre in area.

Recorded - Martha O. Haynie

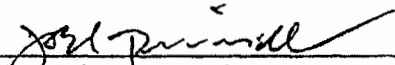
2. Pursuant to paragraph 6 of the Original Agreement, the County and the City hereby consent to an amendment to the declaration of covenants and restrictions applicable to the Sawmill Subdivision, provided that such amendment is consistent with paragraph 1 of this Amendment and does not contravene any paragraphs of the Original Agreement not affected by this Amendment.

3. The effectiveness of this Amendment shall not be conditioned upon acceptance by the Circuit Court.

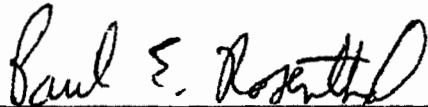
4. Except as specifically amended herein, the Original Agreement shall otherwise remain in full force and effect.

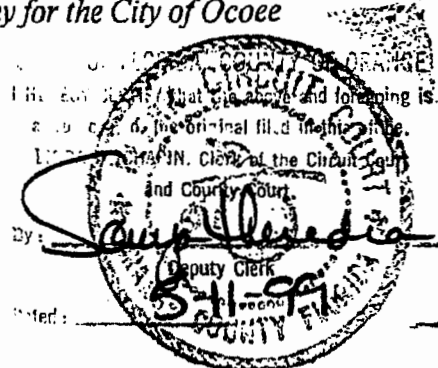
5. This Amendment has been reviewed and approved by the Board of County Commissioners of Orange County, and by the City Commission of the City of Ocoee. Each governing body has authorized its respective attorneys to execute this Amendment on its respective behalf.

6. This Amendment shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Commission, whichever date is later.


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(02/19/99)


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Orlando, Florida 32801
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Attorney for the City of Ocoee



**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA**

ORANGE COUNTY, a political
subdivision of the State of Florida,

Petitioner,

v.

CASE NOS. CI-87-3208

87-3209

CITY OF OCOEE, a municipal
corporation,

87-3210

87-3211

Respondent.

**SECOND AMENDMENT TO
STIPULATION AND SETTLEMENT AGREEMENT**

Petitioner, ORANGE COUNTY, FLORIDA, and Respondent, CITY OF OCOEE, FLORIDA, hereby execute this Second Amendment ("Amendment") to the Stipulation and Settlement Agreement ("Original Agreement") approved by the Board of County Commissioners on July 27, 1987, and approved by the City Commission on September 2, 1987.

The County and the City, for good and valuable mutual consideration, the receipt of which is hereby acknowledged, agree to amend the Original Agreement as follows:

1. Notwithstanding whatever contrary restrictions may be set forth in the Original Agreement which affect or apply to Lot 11 (Parcel ID Number: 03-22-28-7821-00-110) of the Sawmill Subdivision (which subdivision is located within the City's municipal boundaries, and the plat of which is recorded at Plat Book 23, Page 32), including specifically paragraph 3D of the Original Agreement, the County and the City hereby agree that the City may henceforth grant any land use approval or development permit for Lot 11 at a level *more* intensive than one dwelling unit

per acre and may allow any residential lot within Lot 11 to be *less* than one acre in area.


2. Pursuant to paragraph 6 of the Original Agreement, the County and the City hereby consent to an amendment to the declaration of covenants and restrictions applicable to the Sawmill Subdivision, provided that such amendment is consistent with paragraph 1 of this Amendment and does not contravene any paragraphs of the Original Agreement not affected by this Amendment.

3. The effectiveness of this Amendment shall not be conditioned upon acceptance by the Circuit Court.

4. Except as specifically amended herein, the Original Agreement shall otherwise remain in full force and effect.

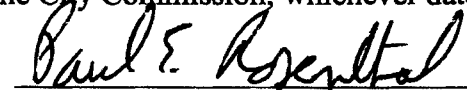
5. This Amendment has been reviewed and approved by the Board of County Commissioners of Orange County, and by the City Commission of the City of Ocoee. Each governing body has authorized its respective attorneys to execute this Amendment on its respective behalf.

6. This Amendment shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Commission, whichever date is later.


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Date: May 9, 2005

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Date: June 23, 2005