

Prepared by and return to:

Anthony Garganese, Esquire
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Avenue, Suite 2000
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(407) 425-9566

PRE-ANNEXATION

AND TOWN CENTER REDEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND TOWN CENTER REDEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF WINTER SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the “City”) whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **ANNA J. ONDICK Revocable Trust** dated March 3, 1999, as amended, whose address is 989 Greentree Drive, Winter Park, Florida 32789 (hereinafter the “Owner”), and shall be fully enforceable in accordance with the terms hereof.

W I T N E S S E T H:

WHEREAS, the Owner is the owner of real property described as Seminole County Tax Parcel #01-21-30-501-0000-0330, which consists of approximately 4.81 acres, more or less, and which 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 has been included into the City’s Town Center Master Plan for future redevelopment and is suitable for annexation; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the City’s annexation of the Property and Owner’s future redevelopment of the Property in the City’s Town Center as agreed to and set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other has provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement by reference, and are a material part of this Agreement upon which the parties have relied.

2. **Annexation.** The Owner hereby irrevocably agrees and petitions the City to annex the Property into the municipal boundaries of the City of Winter Springs, and the City hereby agrees to process the petition and annex the Property, pursuant to the terms and conditions of this Agreement and applicable law. Owner agrees that they will not contest or object to the annexation of the Property (provided such annexation is consistent with the terms hereof) and that the parties

will fully cooperate with each other to achieve the annexation and future development of the Property on the terms and conditions set forth herein.

3. **Development Conditions and Economic Incentives.**

(a) ***Town Center Future Land Use and Zoning.*** In order to facilitate the redevelopment of the Property, the City agrees, upon annexation of the Property and consistent with the City's Town Center Master Plan, to advertise and proceed with public hearings to amend the Property's Comprehensive Plan Future Land Use Map designation to City "Town Center" and Official Zoning Map classification to City "Town Center, T4 Transect" The land uses currently permitted in the T4 transect are more specifically set forth in Section 20-323 of the City Code and a current version of said Code is attached hereto and fully incorporated herein as **Exhibit "B."** Although Section 20-323 is subject to amendment by the City Commission in the future, Owner shall be able to develop with all the permitted uses (and conditional uses if a development permit is subsequently applied for and granted by the City Commission) in **Exhibit "B"** irrespective of whether a particular use is eliminated by the City Commission, provided Owner shall submit a development permit application within five (5) years of the effective date of this Agreement as provided herein. After five (5) years, Section 20-323 shall apply to development permit applications as adopted by the City Commission. The aforementioned comprehensive and zoning map amendments (inclusive of the transect sub-designations) shall be subject to Florida law and City Code, and shall be subject to final approval by the City Commission of Winter Springs. In accordance with Florida law, no provision of this Agreement shall be construed as guaranteeing that the amendments will be approved by the City Commission. The City's processing of the comprehensive plan amendment and zoning map amendment shall be subject to necessary public participation and hearings as required by law and submission of competent, substantial evidence in support thereof. Each party will fully cooperate with each other to achieve the amendments on the terms and conditions set forth herein including, but not limited to, submitting and executing any applications customarily required by the City. The City may proceed with the aforementioned public hearings simultaneous to or immediately after the adoption of this Agreement.

(b) ***Annexation and Rezoning/Land Use Map Application Fee Waiver.*** The City shall hereby waive **100%** of all fees, costs, or expenses that are customarily charged by the City on account of or in connection with the City's review and processing of the annexation, comprehensive plan and zoning map amendments for the Property.

(c) ***Development Permit Application Fee Waiver.*** The City shall waive **100%** of fees, costs, or expenses that are customarily charged by the City for any other applicable development permit application fees associated with the initial redevelopment of the Property, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such development permit applications are submitted within five (5) years of the effective date of this Agreement, including applicable final engineering, aesthetic review, conditional use, waivers and platting permit application fees.

(d) ***Tree Bank Fee Waiver.*** The City shall hereby provide a **100%** waiver of all applicable monetary tree replacement assessments (tree bank) required under Chapter 5 of the City Code for the future initial redevelopment of the Property, provided such redevelopment satisfies the minimum landscape requirements set forth in the City Code; is in accordance with the City's Comprehensive Plan and the Town Center Code (T4); and provided such redevelopment has received a development permit for the redevelopment of the Property within five (5) years of the effective date of this Agreement.

(e) ***Building Permit Application Fee Reduction.*** The City shall hereby provide a **50%** reduction of all applicable building permit fees for the future initial redevelopment of the Property, provided such redevelopment is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

(f) ***Impact Fee Reduction.*** The City shall hereby provide a **25%** reduction of all applicable City impact fees for the future initial redevelopment of the Property, provided such development is in accordance with the City's Comprehensive Plan and the Town Center Code (T4) and provided such redevelopment has commenced vertical construction, which shall at minimum include building foundations, within five (5) years of the effective date of this Agreement.

4. **Further Assurances.** In addition to the acts recited in or set forth in this Agreement, the parties agree to perform or cause to be performed in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to the execution and/or recordation of further instruments; provided however that the City's obligation shall be subject to such limitations of law as may be applicable to municipalities.

5. **Time Is Of The Essence.** The parties agree that they shall diligently and expeditiously pursue their respective obligations. The City agrees to complete the adoption process for the required annexation, comprehensive plan and zoning ordinances no later than 120 days from the effective date of this Agreement.

6. **Successors and Assigns.** Owner may assign the rights under this Agreement to another party by written instrument, provided the assignee shall expressly agree under said instrument to be bound by the terms and conditions of this Agreement including, but not limited to, developing the Property in accordance with the requirements of the Town Center Code. Within three (3) days of any such assignment, the Owner and assignee shall provide the City with a copy of the written assignment instrument. This Agreement and the terms and conditions hereof shall be binding upon and inure only to the benefit of the City and the Owner, and their respective successors in interest.

7. **Applicable Law.** This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.

8. **Binding Effect.** Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

9. **Recording; Termination for Failure to Timely Acquire Property.** Upon execution of this Agreement by the Owner and the City, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Seminole County, Florida. Upon recordation, this Agreement will become a covenant running with the title to the Property, and this Agreement shall be binding upon and will inure to the benefit of both the City and Owner, and the assigns and successors in interest to the Property and all parts and parcels thereof.

10. **Venue.** Any and all actions or proceedings arising out of or related to this Agreement or brought to enforce or interpret this Agreement, shall be brought exclusively and solely in the court of appropriate jurisdiction in Seminole County, Florida.

11. **Development Permits.** Nothing herein shall limit the City's authority to grant or properly deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

12. **Attorneys' Fees and Costs.** In the event of a dispute regarding this Agreement, the parties shall bear their own attorneys' fees and legal costs and neither shall be responsible to pay the other's legal fees.

13. **Caption/Exhibits.**

(a) The headings or captions of the sections and subsections contained in this Agreement are for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(b) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. In the event of any conflict between the Agreement and any exhibit, the terms of the Agreement shall govern and control except with respect to the legal description or description of the Property, in which case the correct statement in an exhibit will control over the Agreement, but only if the description in the exhibit is determined to be accurate.

14. **Severability.** If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the unlawful portion shall be deemed separate and distinct, and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

15. **Notices.** Any notice delivered shall be in writing and shall be deemed to be delivered (whether or not actually received) when it is hand delivered to the official hereinafter designated; three business days after mailing when deposited in the United States Mail, postage prepaid, certified mail return receipt requested; or upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows:

To Owner: Anna Ondick
989 Greentree Drive
Winter Park, Florida 32789

To City: City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708
Telephone: (407) 327-5957

With a copy to: Anthony A. Garganese
Garganese, Weiss, D'Agresta and Salzman, P.A.
111 N. Orange Ave, Suite 2000
Orlando, Florida 32801
Phone: (407) 425-9566
Fax: (407) 425-9596

16. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior agreements, arrangements or understandings, whether oral or written.

17. **Modification.** This Agreement may not be amended, changed or modified nor may any material provisions hereunder be waived, except by a written document of equal dignity signed by the Owner and the City after approval by the City's City Commission at a public meeting.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

WITNESSES:

Printed Name of Witness

Printed Name of Witness

OWNER:

By: _____
Anna Ondick, as Trustee of the Anna J.
Ondick Revocable Trust dated March 3,
1999, as amended

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this ____ day of _____, 2023, by Anna J. Ondick, as Trustee of the Anna J. Ondick Revocable Trust dated March 3, 1999, as amended who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Georgia
Commission No.: _____
My Commission Expires: _____

ATTEST (Seal):

CITY OF WINTER SPRINGS, a Florida
Municipal Corporation,

By: _____
Christian Gowan, City Clerk

By: _____
Kevin McCann, Mayor

**APPROVED AS TO FORM AND
LEGALITY FOR THE CITY OF WINTER
SPRINGS ONLY:**

ANTHONY A. GARGANESE, CITY ATTORNEY

Exhibit "A"

The 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.



Exhibit “B”

Winter Springs Town Center Code, Sec. 20-323. Permitted uses.

	T1	T2	T3	T4	T5	C/P
Administrative public buildings				P	P	P
Adult congregate living facility			CU	CU	CU	
Advertising agencies			CU	P	P	
Alcoholic beverage sales (package)				P	P	
Alcoholic beverage on-premises consumption				P	P	
Alterations and tailoring			P	P	P	
Amusement enterprises, private commercial				CU	CU	
Antique and gift shop			P	P	P	
Appliances, sales and service				P	P	
Artists' studios			P	P	P	
Automobile repair shops (routine service)					CU	
Automotive accessories sales				CU	CU	
Bakery, wholesale and retail			P	P	P	
Bed and breakfast inn			P	P	P	
Bicycles, sales and service			P	P	P	
Bookkeepers			P	P	P	
Bookstores, stationery, newsstands				P	P	
Bus terminal (exclusive of bus stops)					CU	
Bridal shops				P	P	
Butcher shop, retail only			P	P	P	
Carpets, rugs and linoleum				P	P	
Churches (with or without educational and recreational buildings and facilities)		CU	CU	CU	CU	CU
Cleaners (retail)			P	P	P	
Coin dealers			P	P	P	
Computers, hardware and software sales and service			P	P	P	
Confectionery and ice cream stores			P	P	P	
Convention center				CU	P	P
Corner store or neighborhood convenience store without gas pumps			P	P	P	

Corner store or neighborhood convenience store with gas pumps					CU	
Dance and music studios			P	P	P	
Day care centers			CU	CU	CU	
Drug and sundry stores				P	P	
Dry cleaner				P	P	
Equestrian facilities	CU	CU				CU
Employment agencies				P	P	
Financial institutions, banks, savings and loan				CU	CU	
Florist and gift shops			P	P	P	
Furniture, retail, new and used				P	P	
Gas Stations				CU	CU	
Grocers, retail and wholesale			CU	P	P	
Gun shop (retail, no gun range)			CU	P	P	
Hair, nail and tanning salons			P	P	P	
Hardware stores				P	P	
Health food			P	P	P	
Hobby and craft shops			P	P	P	
Home occupations			P	P	P	
Hospitals and nursing homes				CU	CU	
Hotel					P	
Inn				P	P	
Insurance			P	P	P	
Interior decorating and draperies			P	P	P	
Jewelry stores			P	P	P	
Launderettes and Laundromats				CU	CU	
Libraries				P	P	P
Loan companies				CU	CU	
Locksmiths			P	P	P	
Luggage shops			P	P	P	
Manufacturing and assembly of scientific and optical precision instruments			CU	P	P	
Medical and dental clinics and laboratories				CU	CU	
Municipal buildings			CU	CU	CU	P
Museums and/or cultural institutions				CU	P	P
Nurseries, plants, trees, etc., retail	CU	CU	CU			CU
Offices			P	P	P	P
Paint store				P	P	
Parking garages, standalone				CU	CU	P
Parks (public) and public recreation areas and facilities	P					P

Pet shops and grooming			P	P	P	
Photographic studios			P	P	P	
Physical fitness and health clubs				P	P	
Post office (federal government)				CU	CU	P
Printers, commercial					CU	
Private clubs and lodges			CU	P	P	
Public restrooms						P
Public utilities and service structures	CU	CU	CU	CU	CU	CU
Quick printers				P	P	
Radio and TV broadcasting studios, excluding towers				P	P	
Radio and TV sales and service				P	P	
Reception facilities (meeting rooms, etc.)			P	P	P	
Rental stores, excluding auto/truck rentals			P	P	P	
Retirement homes, including independent living through assisted living			CU	CU	CU	
Residential, single family (attached)			P	P	P	
Residential, single family (detached)			P	P	CU	
Residential, multifamily				CU	CU	
Restaurants			P	P	P	
Schools				CU	CU	CU
Shoe repair shops			P	P	P	
Sidewalk cafes			P	P	P	
Skating rinks				CU	CU	CU
Snack shops			P	P	P	
Sporting goods, retail			P	P	P	
Stadiums and arenas					CU	CU
Swimming pools; sales, service and supplies			CU	CU	CU	
Tailoring shops			P	P	P	
Taxidermists				CU	CU	
Theaters, not drive-ins					P	P
Title companies			CU	P	P	
Tobacco shops				CU	CU	
Town center marketing and sales center			P	P	P	P
Toy stores			P	P	P	
Trail heads	P	P	P	P	P	P
Travel agencies			P	P	P	

Veterinary clinics (no overnight boarding), except for indoor post medical procedure observation or outdoor kennels				P	P	
Wearing apparel stores			P	P	P	
Any other similar retail store or business enterprise permitted in the relevant transect, provided the proposed use is not specifically limited to a different town center transect or some other zoning district within the city and provided a conditional use is approved by the city commission. Approved conditional use may be conditioned upon a required development agreement at the discretion of the city commission or as required by the City Code to address development terms and conditions related to the approved conditional use.			CU	CU	CU	CU

P—Permitted by right.

CU—Conditional use.