

---

INTERLOCAL AGREEMENT

between the

CITY OF WINTER GARDEN, FLORIDA

and

ORANGE COUNTY, FLORIDA

regarding the

TRANSFER OF JURISDICTION OF  
PORTIONS OF CERTAIN ROADS

---

Approved by the City of Winter  
Garden City Commission

FEBRUARY 27, 2025

Approved by the Orange County  
Board of County Commissioners

\_\_\_\_\_, 2025

**INTERLOCAL AGREEMENT**  
**between the**  
**CITY OF WINTER GARDEN,**  
**FLORIDA**  
**and**  
**ORANGE COUNTY, FLORIDA**  
**regarding the**  
**TRANSFER OF JURISDICTION OF**  
**PORTIONS OF CERTAIN**  
**ROADS**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between the **City of Winter Garden, Florida**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 300 West Plant Street, Winter Garden, Florida 34787 ("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 ("County").

**RECITALS**

**WHEREAS**, the County has authority pursuant to Section 125.01(l)(p), Florida Statutes, to enter into an agreement with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either entity's or agency's authorized functions;

**WHEREAS**, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

**WHEREAS**, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

**WHEREAS**, a "road" is defined by Section 334.03(22), Florida Statutes, as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts ";

**WHEREAS**, the term "road" as defined by Section 334.03(22), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

**WHEREAS**, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the "county road system"; (2) the "city street system"; (3) the "State Highway System"; and (4) the "State Park Road System";

**WHEREAS**, the "county road system" is defined by Section 334.03(8), Florida Statutes, as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System";

**WHEREAS**, the "city street system" is defined by Section 334.03(3), Florida Statutes, as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system";

**WHEREAS**, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

**WHEREAS**, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be

transferred between those jurisdictions only by mutual agreement of those local governmental entities;

**WHEREAS**, the City desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portions of the County functionally classified roads and local roads identified in **Appendix "A"** attached hereto and incorporated herein (the "Roads"), and to accept an assignment of the County's rights and duties of any easements or related instruments associated with those roads;

**WHEREAS**, this Interlocal Agreement is intended to address the transfer of the portions of the roads identified in **Appendix "A"** from the County road system to the City street system;

**WHEREAS**, the City has invested time and resources in mitigating and repairing drainage issues at several points along the Roads.

**WHEREAS**, the City and County entered into an interlocal agreement dated October 23, 2007, entitled "Interlocal Agreement Between Orange County and Winter Garden for County Road 545 Road Project from the West Boundary of Carriage Pointe to S.R. 50' ("545 Agreement"), attached as **Appendix "D"**;

**WHEREAS**, the City and County wish to repeal the 545 Agreement and replace it with this Interlocal Agreement;

**WHEREAS**, furthermore, this Interlocal Agreement is intended to apply to the subject of which party has jurisdiction to control traffic along such roads, pursuant to Section 316.006, Florida Statutes; and

**WHEREAS**, however, this Interlocal Agreement is not intended to apply, and shall not be construed as applying, to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such roads (see Section 316.640, Florida

Statutes).

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**2 Transfer of Jurisdiction; Scope; Torts; Powers.**

**A. Transfer of Jurisdiction.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the portions of the County functionally classified roads and local roads identified in **Appendix "A."** The 545 Agreement is hereby repealed and void, and neither the City nor the County shall have any rights or obligations under the 545 Agreement.

**B. Scope.** The City's jurisdiction over the Roads means the authority and responsibility to maintain, control, repair, and improve the Roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to control, regulate, warn, and guide traffic on the Roads pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Roads. The Roads are deemed to be part of the "City street system," for purposes of operation, maintenance, and control of traffic.

**C. Torts.** Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts regarding the Roads shall be in the City, provided that the County shall remain responsible for any actions, causes of action, claims, and judgments concerning the Roads arising from events occurring prior to the vesting of title in the Roads to the City pursuant to Section 3.C.

**D. Powers.** Also pursuant to Section 337.29(3), Florida Statutes, except as

may be otherwise provided by this Interlocal Agreement or by law, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roads that the City has with relation to other public roads and rights-of-way within the City.

**3. Dedication and Acceptance; Deed; Vesting of Title; Assignment of Easements; Assignment of Permits.**

**A. Dedication and Acceptance.** For the Roads, or any portions thereof, that were heretofore dedicated, and that the County heretofore accepted, the County hereby dedicates the Roads, and any portions thereof, to the City, and the City hereby accepts such dedication.

**B. Deed.** The County shall execute and deliver a County deed in favor of the City substantially in the form attached hereto as **Appendix "B"** for any portion of the Roads that the County holds, or may hold, in fee simple, specifically described in the legal descriptions and sketches of description in **Schedule "A"** attached to **Appendix "B."** Within ten (10) days after receipt thereof, the City shall accept each deed by recording the deed in the Official Records of Orange County at the City's expense.

**C. Vesting of Title.** Upon the recording of the County deed pursuant to Section 3.B, title in the Roads shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

**D. Assignments of Easements.** The County shall execute and deliver an assignment to the City of its rights, duties and obligations under easements associated with the maintenance or operation of the Roads. Such assignment shall be substantially in the form attached hereto as **Appendix "C,"** and the easements being assigned are described in **Schedule "A"** to **Appendix "C."** The assignment shall occur contemporaneously with the delivery of the County deed described in Section 3.B. Within

ten (10) days after receipt of such document, the City shall accept the assignment and record it in the Official Records of Orange County, at the City's expense.

**E. Assignment of Permits.** Within 30 days of the Effective Date of this Agreement, the County shall provide the City with all plans, drawings, and right-of-way maps for the existing Roads and any associated storm water systems, and the County shall assign and transfer to the City all permits and approvals related to the existing Roads, including right-of-way and associated storm water systems. Within 30 days of the Effective Date of this Agreement, the County shall also provide the City with all current plans and drawings for widening and improving the Roads and associated drainage systems, and the County shall assign and transfer to the City all permits and approvals related to widening and improving the Roads and drainage systems.

#### **4. Miscellaneous.**

**A. Validity.** The City and the County each represent, warrant, and covenant to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represent, warrant and covenant to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

**B. Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation

with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**C. Headings.** The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

**D. Severability.** The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

**E. Governing Law; Venue; Attorney's Fees and Costs.**

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

**F. Entire Agreement.** This Interlocal Agreement, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

**G. Amendments.** This Interlocal Agreement may be amended only by



express written instrument approved by the City Council and the Board of County Commissioners, and executed by the authorized officer of each party.

**H. Counterparts.** This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**I. Notices.** Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the City:                   A. Kurt Ardaman,  
Esq. City Attorney  
1947 Lee Road  
Winter Park, Florida 32789  
Facsimile: (407) 262-8402

With a copy to:                Director of Public Services  
City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787  
Facsimile: (407) 877-2363

If to the County:               County Attorney  
Orange County Administration Center  
201 South Rosalind Avenue, Third Floor  
Orlando, Florida 32801  
Facsimile: (407) 836-5888


With a copy to:                Director, Orange County Public Works  
4200 South John Young Parkway  
Orlando, Florida 32839  
Facsimile: (407) 836-7716

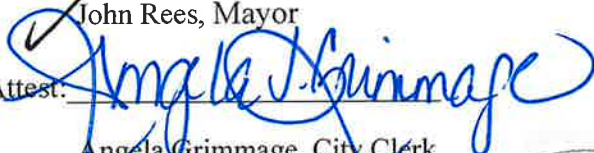
In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

**5. Effective Date.** This Interlocal Agreement shall become effective on the date of execution by the City or the date of execution by the County, whichever date is later.

**IN WITNESS WHEREOF**, the parties have executed this Interlocal Agreement on the dates indicated below.

**CITY OF WINTER GARDEN, FLORIDA**

By:   
John Rees, Mayor

Attest:   
Angela Grimmage, City Clerk



Executed on:

(SEAL)

FOR USE AND RELIANCE ON

APPROVED BY THE CITY OF WINTER GARDEN, FLORIDA AT THE CITY COMMISSION AT A MEETING HELD ON FEBRUARY 27 2025

APPROVED AS TO FORM AND LEGALITY this 27<sup>th</sup> day of FEBRUARY, 2025 For Use & Reliance only by The City of Winter Garden

By: A. Kurt Ardaman  
A. Kurt Ardaman, City Attorney

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, County Mayor

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

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

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

Appendix "A"

Name	From	To	Parcel No.
Avalon Road	SR50/W Colonial Dr	City Limit (Reserve at Carriage Pointe Phase 1)	117 & 118
E Crown Point Road	Crown Point Cross Road	City Limit (East line of NE ¼ Sec. 12-22-27)	116

**Appendix "B"**

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads**

**COUNTY DEED**

THIS DEED, dated \_\_\_\_\_, 2025, by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY OF WINTER GARDEN, a municipal corporation, under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

**SEE ATTACHED SCHEDULE "A"**

Property Appraiser's Parcel Identification Number(s):

Unassigned

THIS COUNTY DEED is being given for in accordance with the Interlocal Agreement between the City of Winter Garden and Orange County regarding the transfer of jurisdiction of portions of Avalon Road and E Crown Point Road.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads**

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

**ORANGE COUNTY, FLORIDA**  
By Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings,  
Orange County Mayor

Date: \_\_\_\_\_

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

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

Printed Name \_\_\_\_\_

**Schedule "A"**

**LEGAL DESCRIPTION**

**PROJECT: PARCEL116 CITY OF WINTER GARDEN ROAD TRANSFERS**


SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION:**

That portion of Right-of-Way of East Crown Point Road lying in Section 12, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1 Corsino Place as recorded in Plat Book 31, Page 120 of the Public Records of Orange County, Florida; Said corner also being a point on the West Right-of-Way line of East Crown Point Road and a point on a non-tangent curve; curve concave Southwesterly; Thence run Northwesterly along said curve, having a Radius of 1392.69 feet, a Central Angle of 01° 10' 28", an Arc Length of 28.55 feet, a Chord Length of 28.55 feet, and a Chord Bearing of North 01° 53' 30" West to a point of non-tangency; Thence run North 02° 28' 45" West along said West Right-of-Way line of East Crown Point Road a distance of 301.51 feet to the Northeast corner of Corsino Place; Thence departing said Northeast corner of Corsino Place, run North 89° 52' 02" East along said West Right-of-Way line of East Crown Point Road a distance of 10.00 feet; Thence run North 02° 28' 45" West along said West Right-of-Way line a distance of 312.62 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 603.69 feet, a Central Angle of 20° 35' 26", an Arc Length of 216.95 feet, a Chord Length of 215.78 feet, and a Chord Bearing of North 07° 48' 58" East to a point of non-tangency; Thence run North 18° 09' 15" East a distance of 409.40 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 985.40 feet, a Central Angle of 14° 06' 18", an Arc Length of 242.59 feet, a Chord Length of 241.97 feet, and a Chord Bearing of North 23° 50' 23" East to a point of non-tangency; Thence run North 32° 59' 14" East a distance of 405.76 feet to a point along the East line of the Northeast 1/4 of said Section 12; Thence run South 00° 04' 29" West along said East line for a distance of 110.38 feet; Thence departing said East line of the Northeast 1/4 of said Section 12 run South 32° 59' 14" West along the East Right-of-Way line of East Crown Point Road a distance of 310.90 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run

Southwesterly along said curve, having a Radius of 925.40 feet, a Central Angle of 14° 06' 18", an Arc Length of 227.82 feet, a Chord Length of 227.24 feet, and a Chord Bearing of South 23° 50' 23" West to a point of non-tangency; Thence continuing along the East Right-of-Way line run South 18° 09' 15" West for a distance of 410.79 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 543.69 feet, a Central Angle of 20° 35' 26", an Arc Length of 195.39 feet, a Chord Length of 194.34 feet, and a Chord Bearing of South 07° 48' 58" West to a point of non-tangency; Thence run South 02° 28' 45" East along said East Right-of-Way line a distance of 613.72 feet to a point on a non-tangent curve; curve concave Westerly; Thence run Southwesterly along said curve, having a Radius of 1462.69 feet, a Central Angle of 14° 19' 22", an Arc Length of 365.64 feet, a Chord Length of 364.69 feet, and a Chord Bearing of South 04° 40' 56" West to a point of non-tangency; Thence continuing along the East Right-of-Way line run South 11° 38' 20" West for a distance of 1022.25 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 925.37 feet, a Central Angle of 13° 06' 56", an Arc Length of 211.83 feet, a Chord Length of 211.36 feet, and a Chord Bearing of South 02° 49' 43" West to a point of non-tangency;



DANIEL L. WHITTAKER,  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5648  
DATE: 05/09/2024.

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CONTINUED

NOT VALID WITHOUT SHEETS 2, 3 AND 4 OF 4

PREPARED FOR:  
REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/09/2024	SECTION: 12	<b>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION</b> ORANGE COUNTY GOVERNMENT 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-9205 (407) 836-7807	DRAWING SCALE: N/A
DRAWN BY: JFM		TOWNSHIP: 22S		COUNTY PROJECT NUMBER: 8912
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 27E		
APPROVED BY: D. WHITTAKER		SHEET 1 OF 4		



**LEGAL DESCRIPTION**

**PROJECT: PARCEL 116 CITY OF WINTER  
GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION CONTINUED:**

Thence continuing along said East Right-of-Way line of East Crown Point Road run South 00° 07' 46" East for a distance of 372.45 feet to a point on a non-tangent curve; curve concave Southwesterly; Thence run Southeasterly along said curve, having a Radius of 8564.18 feet, a Central Angle of 01° 25' 22", an Arc Length of 212.66, a Chord Length of 212.66 feet, and a Chord Bearing of South 02° 24' 50" East to a point of non-tangency; Thence continuing along said East Right-of-Way line run South 02° 02' 26" East for a distance of 14.13 feet to a point on a non-tangent curve; curve concave Southwesterly; Thence run Southeasterly along said curve, having a Radius of 8624.11 feet, a Central Angle of 01° 54' 40", an Arc Length of 287.65, a Chord Length of 287.64 feet, and a Chord Bearing of South 01° 05' 06" East to a point of non-tangency; Thence continuing along said East Right-of-Way line of East Crown Point Road run South 00° 07' 46" East for a distance of 211.64 feet to a point along the South line of the Southeast 1/4 of said Section 12; Thence run South 89° 59' 29" West along the South line of the Southeast 1/4 of said Section 12 for a distance of 60.01 feet to a point along the West Right-of-Way line of East Crown Point Road; Thence departing said South line run North 00° 07' 46" West along the West Right-of-Way line of East Crown Point Road for a distance of 211.52 feet to a point on a non-tangent curve; curve concave Southwesterly; Thence run Northwesterly along said curve, having a Radius of 8564.11 feet, a Central Angle of 01° 54' 40", an Arc Length of 285.65, a Chord Length of 285.64 feet, and a Chord Bearing of North 01° 05' 06" West to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 02° 02' 26" West for a distance of 14.48 feet to a point on a non-tangent curve; curve concave Westerly; Thence run Northwesterly along said curve, having a Radius of 8504.18 feet, a Central Angle of 01° 25' 22", an Arc Length of 211.17, a Chord Length of 211.17 feet, and a Chord Bearing of North 02° 24' 50" West to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 00° 07' 46" West for a distance of 371.81 feet to a point on a non-tangent curve; curve concave Easterly; Thence run Northeasterly along said curve, having a Radius of 985.37 feet, a Central Angle of 13° 06' 56", an Arc Length of 225.57, a Chord Length of 225.08 feet, and a Chord Bearing of North 02° 49' 42" East to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 11° 38' 20" East for a distance of 1024.82 feet to a point on a non-tangent curve; curve concave Northwesterly; Thence run Northeasterly along said curve, having a Radius of 1402.69 feet, a Central Angle of 13° 08' 00", an Arc Length of 321.53, a Chord Length of 320.82 feet, and a Chord Bearing of North 05° 16' 37" East to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 89° 14' 38" West for a distance of 10.01 feet to the Point of Beginning.


Containing 274,513.83 Square Feet or 6.30 Acres, More or Less

**SURVEYOR'S NOTES:**

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearing basis for this sketch is based on the South Section line of the Southeast 1/4 of the Northeast 1/4 Section 12, Township 22 South, Range 27 East of Orange County, Florida. Bearing being North 89° 52' 02" East (Assumed).
6. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
7. This is not a Boundary Survey.

**PREPARED FOR:**  
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 3 AND 4 OF 4

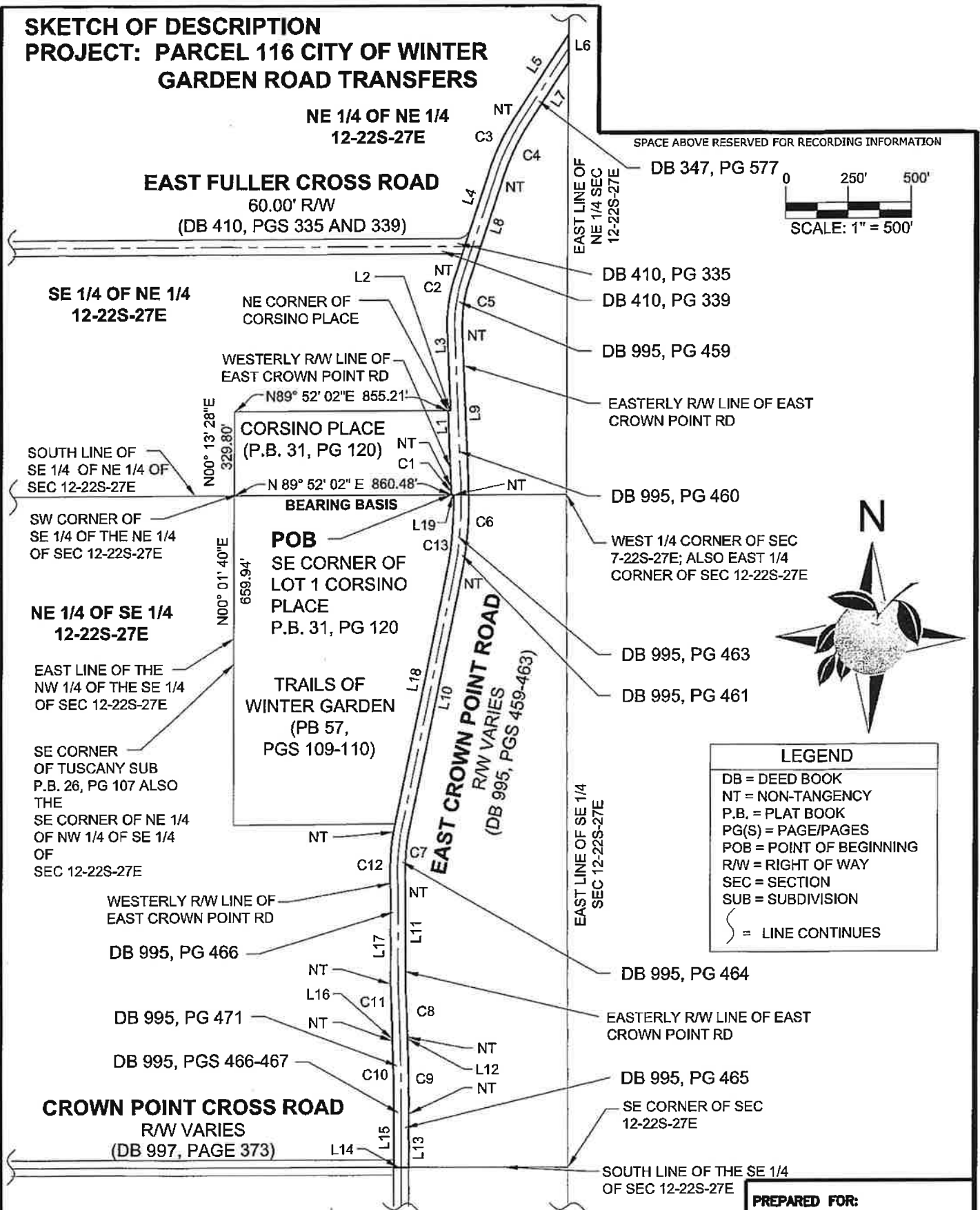
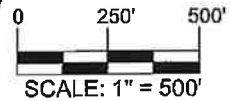
<b>FIELD DATE:</b> N/A	<b>DATE:</b> 05/09/2024	<b>SECTION:</b> 12	<b>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION</b>  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7807	<b>DRAWING SCALE:</b> N/A
<b>DRAWN BY:</b> JFM		<b>TOWNSHIP:</b> 22S		<b>COUNTY PROJECT NUMBER</b> 8912
<b>CHECKED BY:</b> D. WHITTAKER	<b>REVISIONS:</b>	<b>RANGE:</b> 27E		
<b>APPROVED BY:</b> D. WHITTAKER		<b>SHEET</b> 2 <b>OF</b> 4		


**SKETCH OF DESCRIPTION  
PROJECT: PARCEL 116 CITY OF WINTER  
GARDEN ROAD TRANSFERS**

**NE 1/4 OF NE 1/4  
12-22S-27E**

**EAST FULLER CROSS ROAD**  
60.00' R/W  
(DB 410, PGS 335 AND 339)

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



LEGEND	
DB = DEED BOOK	
NT = NON-TANGENCY	
P.B. = PLAT BOOK	
PG(S) = PAGE/PAGES	
POB = POINT OF BEGINNING	
R/W = RIGHT OF WAY	
SEC = SECTION	
SUB = SUBDIVISION	
 = LINE CONTINUES	

**PREPARED FOR:**  
REAL ESTATE MANAGEMENT


NOT VALID WITHOUT SHEETS 1, 2 AND 4 OF 4

<b>FIELD DATE:</b> N/A	<b>DATE:</b> 05/09/2024
<b>DRAWN BY:</b> JFM	
<b>CHECKED BY:</b> D. WHITTAKER	<b>REVISIONS:</b>
<b>APPROVED BY:</b> D. WHITTAKER	

<b>SECTION:</b> 12
<b>TOWNSHIP:</b> 22S
<b>RANGE:</b> 27E
<b>SHEET</b> 3 <b>OF</b> 4

**PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION**

4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-8672



<b>DRAWING SCALE:</b> 1"=500'
<b>COUNTY PROJECT NUMBER</b> 8912

**TABLES**

**PROJECT: PARCEL 116 CITY OF WINTER  
GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**CURVE TABLE**


SEGMENT	Δ	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	01° 10' 28"	1392.69'	28.55'	N01° 53' 30"W	28.55'
C2	20° 35' 26"	603.69'	216.95'	N07° 48' 58"E	215.78'
C3	14° 06' 18"	985.40'	242.59'	N23° 50' 23"E	241.97'
C4	14° 06' 18"	925.40'	227.82'	S23° 50' 23"W	227.24'
C5	20° 35' 26"	543.69'	195.39'	S07° 48' 58"W	194.34'
C6	14° 19' 22"	1462.69'	365.64'	S04° 40' 56"W	364.69'
C7	13° 06' 56"	925.37'	211.83'	S02° 49' 43"W	211.36'
C8	01° 25' 22"	8564.18'	212.66'	S02° 24' 50"E	212.66'
C9	01° 54' 40"	8624.11'	287.65'	S01° 05' 06"E	287.64'
C10	01° 54' 40"	8564.11'	285.65'	N01° 05' 06"W	285.64'
C11	01° 25' 22"	8504.18'	211.17'	N02° 24' 50"W	211.17'
C12	13° 06' 56"	985.37'	225.57'	N02° 49' 42"E	225.08'
C13	13° 08' 00"	1402.69'	321.53'	N05° 16' 37"E	320.82'

**LINE TABLE**

SEGMENT	BEARING	LENGTH
L1	N 02° 28' 45" W	301.51'
L2	N 89° 52' 02" E	10.00'
L3	N 02° 28' 45" W	312.62'
L4	N 18° 09' 15" E	409.40'
L5	N 32° 59' 14" E	405.76'
L6	S 00° 04' 29" W	110.38'
L7	S 32° 59' 14" W	310.90'
L8	S 18° 09' 15" W	410.79'
L9	S 02° 28' 45" E	613.72'
L10	S 11° 38' 20" W	1022.25'
L11	S 00° 07' 46" E	372.45'
L12	S 02° 02' 26" E	14.13'
L13	S 00° 07' 46" E	211.64'
L14	S 89° 59' 29" W	60.01'
L15	N 00° 07' 46" W	211.52'
L16	N 02° 02' 26" W	14.48'
L17	N 00° 07' 46" W	371.81'
L18	N 11° 38' 20" E	1024.82'
L19	N 89° 14' 38" W	10.01'

NOT VALID WITHOUT SHEETS 1, 2 AND 3 OF 4

PREPARED FOR:  
REAL ESTATE MANAGEMENT


FIELD DATE: N/A	DATE: 05/09/2024	SECTION: 12	<b>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION</b> 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32838-9205 (407) 836-8672		DRAWING SCALE: N/A
DRAWN BY: JFM		TOWNSHIP: 22S			COUNTY PROJECT NUMBER 8912
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 4 OF 4			

**SKETCH OF DESCRIPTION**  
**PROJECT: PARCEL 117 - CITY OF WINTER**  
**GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION:**

All that part of Avalon Road (State Road 545) from the Winter Garden city limit line along the Northerly projection of the west line of the Plat of Reserve At Carriage Point Phase 1, as recorded in Plat Book 78, Pages 117 through 122, of the Public Records of Orange County, Florida, to the southern right of way line of Florida State Turnpike authority, according to the State of Florida Department of Transportation Right-of-Way map, as recorded in State Road Plat Book 2, Pages 46 through 54, of the Public Records of Orange County Florida; lying in Sections 4 and 9, Township 23 South, Range 27 East, Orange County, Florida and Sections 27, 28, 33 and 34, Township 22 South, Range 27 East, Orange County, Florida; Being South of Florida State Turnpike Authority and North of Davenport Road. Being more particularly described as follows:



**DANIEL L. WHITTAKER,**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LICENSE NO. 5648  
 DATE: 01/02/2025


I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Commence at the North 1/4 Corner of Section 8, Township 23 South, Range 27 East, Orange County, Florida; Thence run South 89° 57' 56" East a distance of 1,321.61 feet along the North line of the Northeast 1/4 of said Section 8 to THE POINT OF BEGINNING; Thence departing said North line run North 00° 02' 04" East 33.00 feet to a point on the North Right-of-Way line of Avalon Road; Thence run South 89° 57' 56" East a distance of 1,318.81 feet to a Point of Intersection with the West line of the Southwest 1/4 of Section 4, Township 23 South, Range 27 East, Orange County, Florida; Thence continuing along said Northerly Right-of-Way line run North 89° 56' 13" East a distance of 1083.37 feet to a point of a non-tangent curve concave Northwesterly; Thence run Northeasterly along said curve, having a Radius of 208.92 feet, a Central Angle of 90° 14' 04", an Arc Length of 329.03 feet, a Chord Length of 296.06 feet, and a Chord Bearing of North 45° 01' 25" East to a point of non-tangency; Thence run North 00° 05' 37" West a distance of 1,969.06 feet; Thence run North 00° 25' 06" West a distance of 3035.49 feet; Thence run North 00° 16' 19" East a distance of 1073.50 feet to a point of a non-tangent curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 276.81 feet, a Central Angle of 89° 19' 22", an Arc Length of 431.54 feet, a Chord Length of 389.15 feet, and a Chord Bearing of North 44° 55' 56" East to the point of non-tangency; Thence run North 89° 20' 33" East a distance of 1,376.07 feet; Thence run South 00° 24' 28" East along said North Right-of-Way line a distance of 6.00 feet; Thence run North 89° 35' 32" East a distance of 779.22 feet to a point of a non-tangent curve concave Northwesterly; Thence run Northeasterly along said curve, having a Radius of 212.55 feet, a Central Angle of 89° 38' 36", an Arc Length of 332.55 feet, a Chord Length of 299.65 feet, and a Chord Bearing of North 44° 46' 20" East to a point of non-tangency;

**CONTINUED**

NOT VALID WITHOUT SHEETS 2, 3, 4, 5, 6, 7 AND 8 OF 8

PREPARED FOR:  
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 1 OF 8			

**SKETCH OF DESCRIPTION**

**PROJECT: PARCEL 117 - CITY OF WINTER  
GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION


**DESCRIPTION CONTINUED:**

Thence run North 00° 02' 53" West along the Westerly Right-of-Way line a distance of 310.93 feet to a point of a non-tangent curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 258.43 feet, a Central Angle of 45° 11' 54", an Arc Length of 203.86 feet, a Chord Length of 198.62 feet, and a Chord Bearing of North 22° 32' 59" East to a point of non-tangency; Thence run South 00° 00' 00" West a distance of 4.26 feet; North 44° 28' 32" East a distance of 109.29 feet; South 45° 31' 28" East a distance of 8.00 feet; North 44° 28' 32" East a distance of 876.00 feet; South 45° 31' 28" East a distance of 2.00 feet; North 44° 28' 32" East a distance of 148.00 feet; North 45° 31' 27" West a distance of 12.00 feet; North 44° 28' 32" East a distance of 35.00 feet; South 45° 31' 27" East a distance of 7.00 feet; North 44° 28' 32" East a distance of 319.21 feet to a point of a non-tangent curve concave Northwesterly; Thence run along said curve, having a Radius of 793.51 feet, a Central Angle of 44° 21' 39", an Arc Length of 614.37 feet, a Chord Length of 599.02 feet, and a Chord Bearing of North 21° 41' 12" East to a point of non-tangency; Thence run the North 00° 06' 55" East along a distance of 1159.08 feet; South 89° 53' 05" East a distance of 2.00 feet; North 00° 06' 55" East a distance of 469.43 feet; North 00° 04' 43" East a distance of 730.57 feet; North 89° 53' 05" West a distance of 2.00 feet; North 00° 04' 43" East a distance of 1929.10 feet to a point on the North line of the Southeast 1/4 of Section 28, Township 22 South, Range 27 East, Orange County, Florida; Thence departing said North line run North 00° 04' 00" East, a distance of 343.84 feet to a Point of Intersection with the South Right-of-Way line of Florida Turnpike; Thence run North 89° 58' 30" East along the South Right-of-Way line of the Florida Turnpike a distance of 55.00 feet to a point of intersection with the Easterly Right-of-Way line of Avalon Road; Thence run South 00° 04' 00" West a distance of 343.93 feet to a point on the North line of the Southwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida; Thence departing said North line run South 00° 04' 43" West a distance of 1429.14 feet; Thence run North 89° 53' 05" West a distance of 10.00 feet; South 00° 04' 43" West a distance of 1230.56 feet; South 00° 06' 55" West a distance of 469.44 feet; South 89° 53' 05" East a distance of 4.00 feet; South 00° 06' 55" West a distance of 200.00 feet; South 89° 53' 05" East a distance of 1.00 feet; South 00° 06' 55" West a distance of 958.68 feet to a point on a non-tangent curve concave Westerly; Thence run along said curve, having a Radius of 843.51 feet, a Central Angle of 23° 52' 27", an Arc Length of 351.61 feet, a Chord Length of 348.81 feet, and a Chord Bearing of South 11° 27' 41" West to the point of non-tangency; Thence run South 66° 35' 43" East a distance of 5.00 feet to a point on a non-tangent curve concave Northwesterly; Thence run along said curve, having a Radius of 848.51 feet, a Central Angle of 20° 28' 38", an Arc Length of 303.25 feet, a Chord Length of 301.64 feet, and a Chord Bearing of South 33° 37' 59" West to the point of non-tangency; Thence run South 44° 28' 32" West a distance of 613.52 feet to a point on the North line of the Southeast 1/4 of Section 33, Township 22 South, Range 27 East; Thence run North 89° 59' 04" East along said North line of said Southeast 1/4 of Section 33 a distance of 4.21 feet; Thence run South 44° 28' 32" West along said Easterly Right-of-Way line a distance of 877.51 feet to a point of a non-tangent curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 192.43 feet, a Central Angle of 44° 31' 25", an Arc Length of 149.53 feet, a Chord Length of 145.80 feet, and a Chord Bearing of South 22° 12' 50" West to the point of non-tangency;

**CONTINUED**

PREPARED FOR:  
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 3, 4, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 2 OF 8			

**SKETCH OF DESCRIPTION**  
**PROJECT: PARCEL 117 - CITY OF WINTER**  
**GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION CONTINUED:**

Thence run South 00° 02' 53" East a distance of 310.94 feet to a point of a non-tangent curve concave Westerly; Thence run Southwesterly along said curve, having a Radius of 278.55 feet, a Central Angle of 89° 38' 39", an Arc Length of 435.82 feet, a Chord Length of 392.70 feet, and a Chord Bearing of South 44° 46' 20" West to the point of non-tangency; Thence run South 89° 35' 32" West along said Southerly Right-of-Way line a distance of 2155.28 feet to a point of a non-tangent curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 210.81 feet, a Central Angle of 89° 19' 22", an Arc Length of 328.65 feet, a Chord Length of 296.36 feet, and a Chord Bearing of South 44° 55' 55" West to the point of non-tangency; Thence run South 00° 16' 19" West along a distance of 1073.32 feet; South 00° 25' 06" East a distance of 3035.52 feet; South 00° 05' 37" East a distance of 2245.85 feet; South 89° 56' 13" West a distance of 1357.50 feet to a point on West line of the Northwest 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida; Said point also being a point along the South Right-of-Way line of Avalon Road; Thence departing said West line run North 89° 57' 56" West a distance of 1321.61 feet; Thence departing said South Right-of-Way line run North 00° 02' 04" East a distance of 35.00 feet to the POINT OF BEGINNING.


Containing 1,179,810.12 Square Feet or 27.08 Acres, More or Less

**SURVEYOR'S NOTES:**

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearing basis for this sketch is based on the North line of the Northeast 1/4 of Section 8, Township 23 South, Range 27 East of Orange County, Florida. Bearing being South 89° 57' 56" East (Assumed).
6. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
7. This is not a Boundary Survey.

PREPARED FOR:  
 REAL ESTATE MANAGEMENT

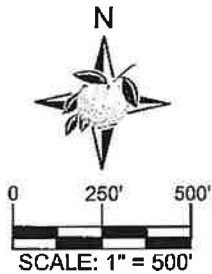
NOT VALID WITHOUT SHEETS 1, 2, 4, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 3 OF 8			

**SKETCH OF DESCRIPTION**  
**PROJECT: PARCEL 117 - CITY OF WINTER**  
**GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**LEGEND:**  
 O.R.B.=Official Record Book  
 CL= Center Line  
 CCR= Certified Corner Record  
 DB= Deed Book  
 FDOT= Florida Department of Transportation  
 NTS= Not to Scale  
 NT=Non-Tangent  
 P.B.= Plat Book  
 PG(S)= Page(s)  
 PI= Point of Intersection  
 POB=Point of Beginning  
 POC= Point of Commencement  
 R/W= Right of Way  
 SEC= Section  
 S.R.= State Road  
 ● =No point set



FOR CONTINUATION SEE SHEET 5 OF 8

W 1/4 CORNER  
 SEC 04-23S-27E;  
 CCR 074798

NORTH LINE OF  
 SW 1/4 OF  
 SEC 04-23S-27E

DB 400,  
 PG 313

NW 1/4 OF SW 1/4  
 OF SEC 04-23S-27E

**AVALON ROAD**  
 (STATE ROAD 545)  
 R/W VARIES  
 (S.R. P.B. 2, PGS 46-54)

SE 1/4 OF  
 SEC 05-23S-27E

WEST LINE OF THE SW 1/4  
 OF SEC 04-23S-27E

DB 385,  
 PG 480

SW 1/4 OF SW 1/4  
 OF SEC 04-23S-27E

DB 400,  
 PG 313  
 DB 400,  
 PG 304  
 DB 400,  
 PG 313

N LINE OF NE 1/4  
 OF SEC 08-23S-27E

NE CORNER OF  
 SEC 08-23S-27E;  
 CCR 74806

**AVALON ROAD**  
 (STATE ROAD 545)  
 R/W VARIES  
 (S.R. P.B. 2, PGS 46-54)

DB 400, PG 313  
 DB 400, PG 275

POC  
 N 1/4  
 CORNER OF  
 SEC  
 08-23S-27E;  
 CCR 74805

(BEARING  
 BASIS)  
 POB

WEST LINE OF RESERVE AT  
 CARRIAGE POINTE PHASE 1  
 SOUTH R/W LINE  
 DB 400, PG 301  
 SOUTH R/W LINE OF  
 ADDITIONAL R/W PER  
 O.R.B.10511, PG 3021  
**NE 1/4 OF  
 SEC 08-23S-27E**  
 RESERVE AT  
 CARRIAGE POINTE PHASE 1  
 (P.B. 78, PGS 117-122)

**DAVENPORT  
 BLVD**  
 25.00' R/W  
 (P.B. H, PG 24)

WEST LINE OF THE SE 1/4  
 OF SEC 09-23S-27E

NW 1/4 OF  
 SEC 09-23S-27E

ALEXANDER RIDGE  
 (P.B. 80 PGS 37-48)

ALEXANDER RIDGE  
 COMMERCIAL CENTER  
 (P.B. 100 PGS 12 & 13)  
 LOT 1 LOT 2

**MANN ROAD**  
 60.00 R/W  
 (DB 896, PAGE 521)  
 (DB 896, PAGE 522)

NOT PLATTED

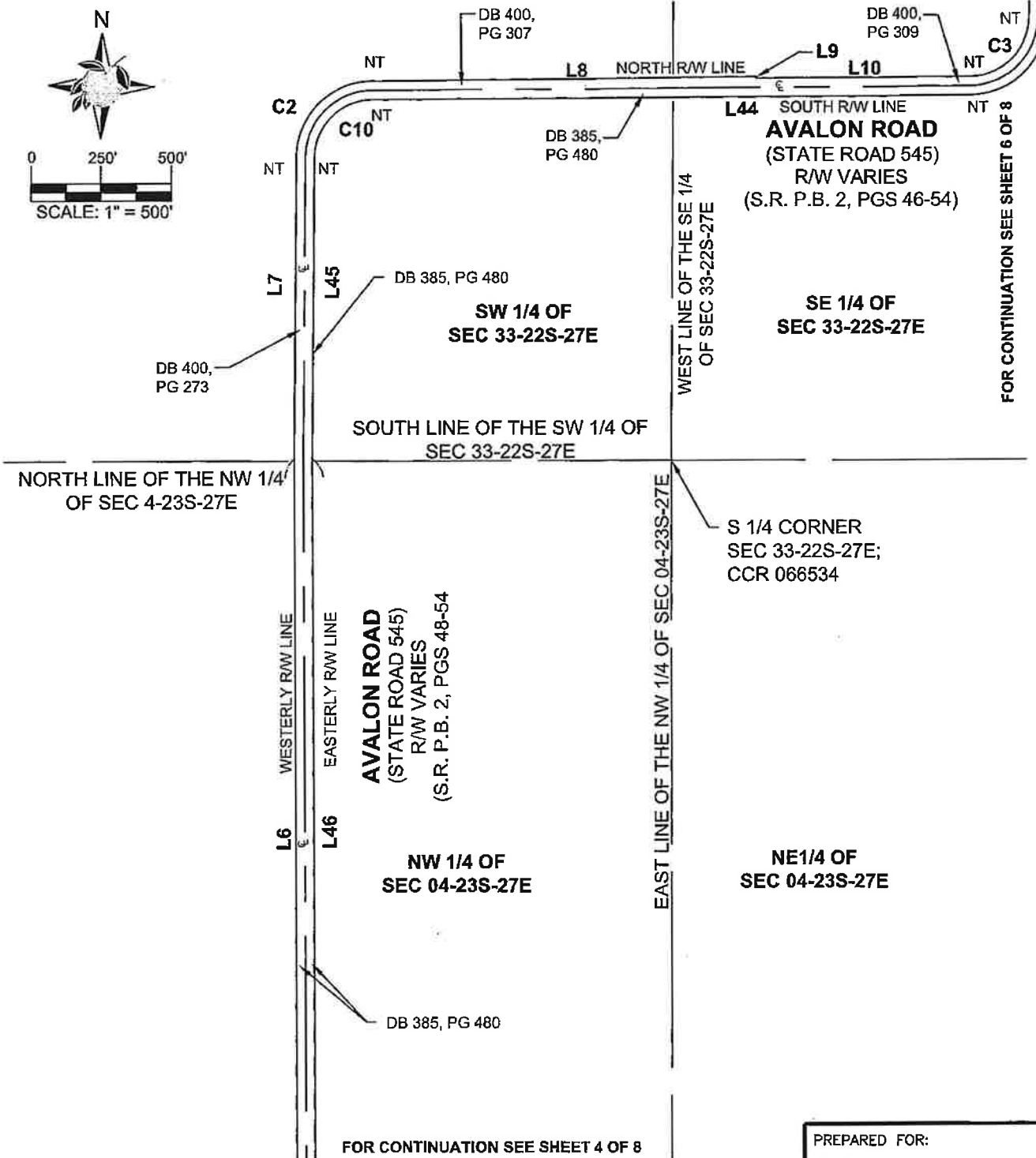
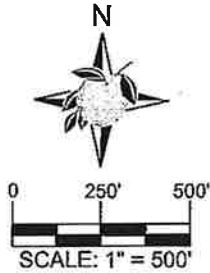
PREPARED FOR:  
 REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 2, 3, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4,5,8,9, 27,28,33,34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	 <b>ORANGE COUNTY</b> GOVERNMENT FLORIDA	DRAWING SCALE: 1"=500'
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S,23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER		RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 4 OF 8			

**SKETCH OF DESCRIPTION**  
**PROJECT: PARCEL 117 - CITY OF WINTER**  
**GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



PREPARED FOR:  
 REAL ESTATE MANAGEMENT

FOR CONTINUATION SEE SHEET 4 OF 8  
 NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 6, 7 AND 8 OF 8

FIELD DATE: N/A  
 DRAWN BY: JFM, JDB  
 CHECKED BY: D. WHITTAKER  
 APPROVED BY: D. WHITTAKER

DATE: 05/20/2024  
 REVISIONS: 01/02/2025

SECTION: 4, 5, 8, 9, 27, 28, 33, 34  
 TOWNSHIP: 22S, 23S  
 RANGE: 27E  
 SHEET 5 OF 8

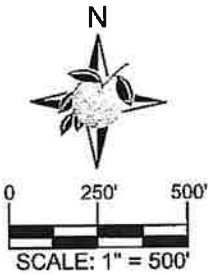
PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 (407) 836-7951



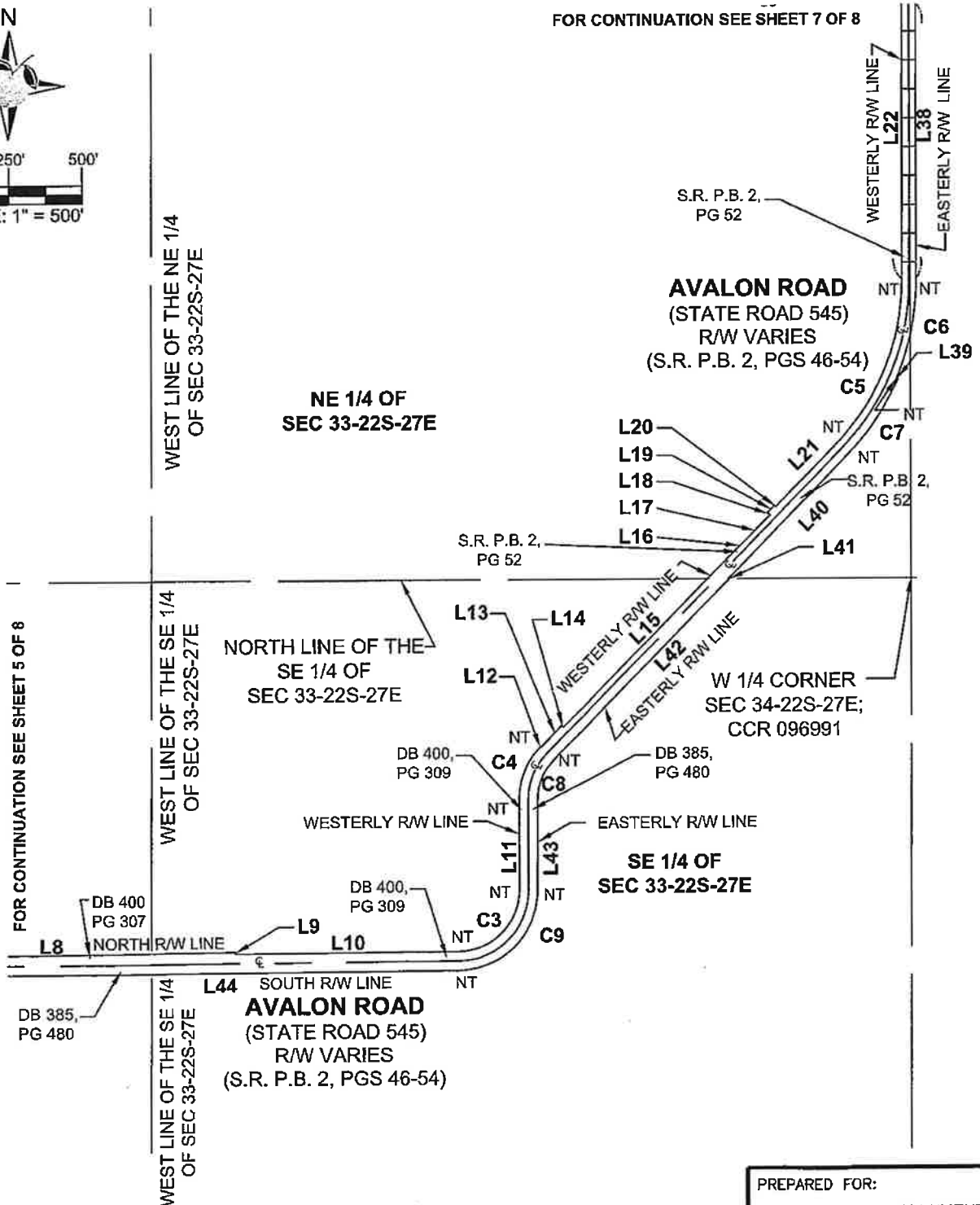
DRAWING SCALE:  
 1" = 500'  
 COUNTY PROJECT NUMBER  
 8904



**SKETCH OF DESCRIPTION**  
**PROJECT: PARCEL 117 - CITY OF WINTER**  
**GARDEN ROAD TRANSFER**




SPACE ABOVE RESERVED FOR RECORDING INFORMATION  
 FOR CONTINUATION SEE SHEET 7 OF 8



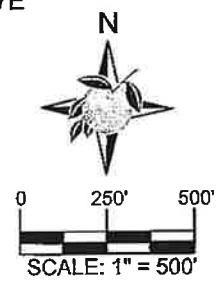
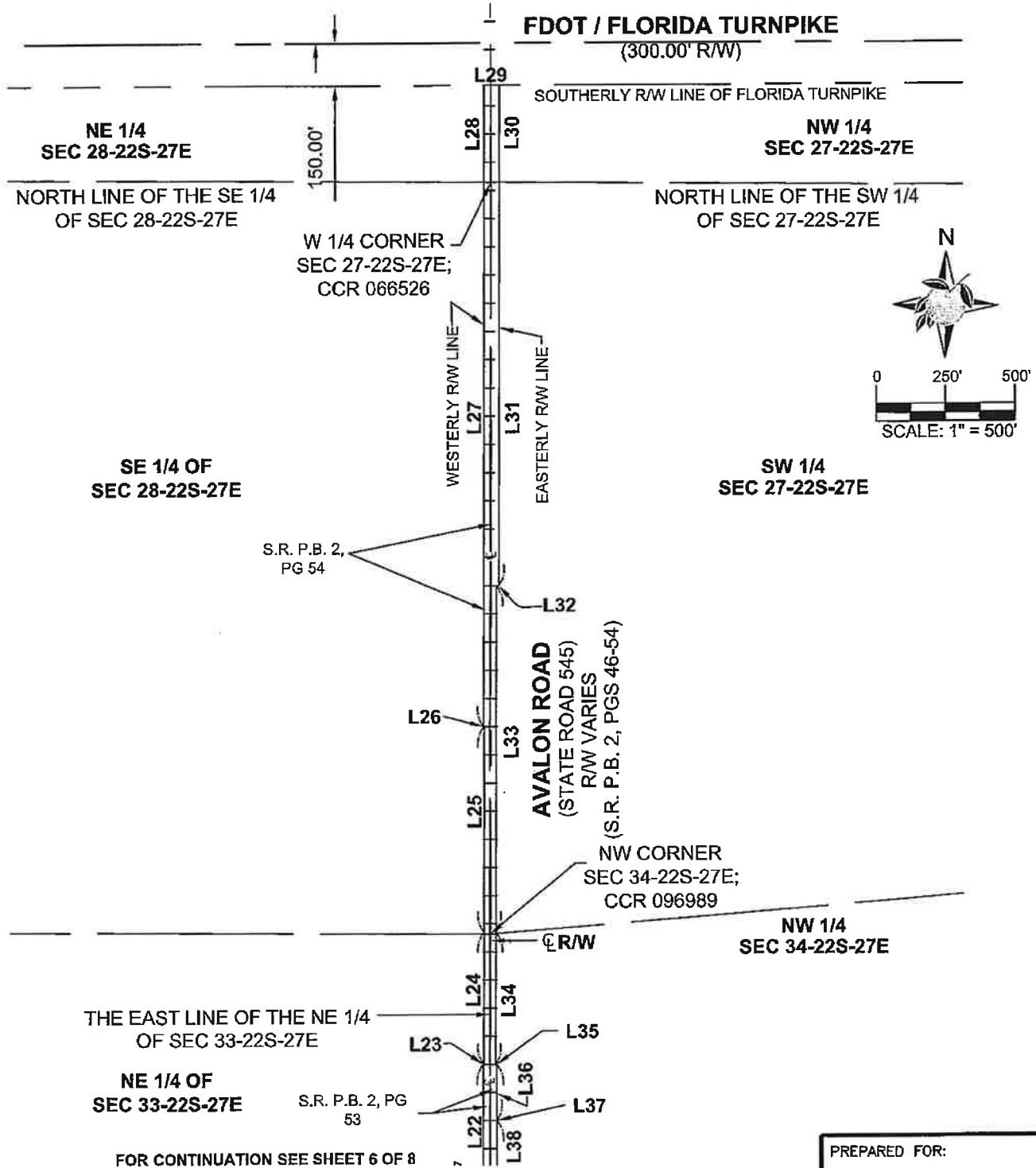
NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 7 AND 8 OF 8

PREPARED FOR:  
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4,5,8,9, 27,28,33,34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	 DRAWING SCALE: 1" = 500' COUNTY PROJECT NUMBER 8904
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S,23S		
CHECKED BY: D. WHITTAKER		RANGE: 27E		
APPROVED BY: D. WHITTAKER		SHEET 6 OF 8		


**SKETCH OF DESCRIPTION  
PROJECT: PARCEL 117 - CITY OF WINTER  
GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6 AND 8 OF 8

PREPARED FOR:  
REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7851	DRAWING SCALE: 1" = 500'
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S, 23S		
CHECKED BY: D. WHITTAKER		RANGE: 27E		COUNTY PROJECT NUMBER
APPROVED BY: D. WHITTAKER		SHEET 7 OF 8		8904

**SKETCH OF DESCRIPTION**  
**PROJECT: PARCEL 117 - CITY OF WINTER**  
**GARDEN ROAD TRANSFER**


SPACE ABOVE RESERVED FOR RECORDING INFORMATION

CURVE TABLE					
SEGMENT	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90° 14' 04"	208.92'	329.03'	N45° 01' 25"E	296.06'
C2	89° 19' 22"	276.81'	431.54'	N44° 55' 56"E	389.15'
C3	89° 38' 36"	212.55'	332.55'	N44° 46' 20"E	299.65'
C4	45° 11' 54"	258.43'	203.86'	N22° 32' 59"E	198.62'
C5	44° 21' 39"	793.51'	614.37'	N21° 41' 12"E	599.02'
C6	23° 52' 27"	843.51'	351.61'	S11° 27' 41"W	348.81'
C7	20° 28' 38"	848.51'	303.25'	S33° 37' 59"W	301.64'
C8	44° 31' 25"	192.43'	149.53'	S22° 12' 50"W	145.80'
C9	89° 38' 39"	278.55'	435.82'	S44° 46' 20"W	392.70'
C10	89° 19' 22"	210.81'	328.65'	S44° 55' 55"W	296.36'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	S 89° 57' 56" E	1321.61'
L2	N 00° 02' 04" E	33.00'
L3	S 89° 57' 56" E	1318.81'
L4	N 89° 56' 13" E	1083.37'
L5	N 00° 05' 37" W	1969.06'
L6	N 00° 25' 06" W	3035.49'
L7	N 00° 16' 19" E	1073.50'
L8	N 89° 20' 33" E	1376.07'
L9	S 00° 24' 28" E	6.00'
L10	N 89° 35' 32" E	779.22'
L11	N 00° 02' 53" W	310.93'
L12	S 00° 00' 00" W	4.26'
L13	N 44° 28' 32" E	109.29'
L14	S 45° 31' 28"E	8.00'
L15	N 44° 28' 32" E	876.00'
L16	S 45° 31' 28" E	2.00'
L17	N 44° 28' 32" E	148.00'
L18	N 45° 31' 27" W	12.00'
L19	N 44° 28' 32" E	35.00'
L20	S 45° 31' 27" E	7.00'
L21	N 44° 28' 32" E	319.21'
L22	N 00° 06' 55" E	1159.08'
L23	S 89° 53' 05" E	2.00'
L24	N 00° 06' 55" E	469.43'
L25	N 00° 04' 43" E	730.57'
L26	N 89° 53' 05" W	2.00'
L27	N 00° 04' 43" E	1929.10'
L28	N 00° 04' 00" E	343.84'
L29	N 89° 58' 30" E	55.00'
L30	S 00° 04' 00" W	343.93'
L31	S 00° 04' 43" W	1429.14'
L32	N 89° 53' 05" W	10.00'
L33	S 00° 04' 43" W	1230.56'
L34	S 00° 06' 55" W	469.44'
L35	S 89° 53' 05" E	4.00'
L36	S 00° 06' 55" W	200.00'
L37	S 89° 53' 05" E	1.00'
L38	S 00° 06' 55" W	958.68'
L39	S 66° 35' 43" E	5.00'
L40	S 44° 28' 32" W	613.52'
L41	N 89° 59' 04" E	4.21'
L42	S 44° 28' 32" W	877.51'
L43	S 00° 02' 53" E	310.94'
L44	S 89° 35' 32" W	2155.28'
L45	S 00° 16' 19" W	1073.32'
L46	S 00° 25' 06" E	3035.52'
L47	S 00° 05' 37" E	2245.85'
L48	S 89° 56' 13" W	1357.50'
L49	N 89° 57' 56" W	1321.61'
L50	N 00° 02' 04" E	35.00'

PREPARED FOR:  
**REAL ESTATE MANAGEMENT**

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6 AND 7 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER		RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 8 OF 8			

OR3797 PG1197

Instrument 100.1  
Project: Tildenville Sidewalk  
Project No. CD 84-06

DEED

THIS INDENTURE, Made this 27th day of May A. D., 19 86, between South Lake Apopka Citrus Growers Association, a Florida Corporation, a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the city of Oakland, County of Orange, State of Florida, as party of the first part, and the COUNTY OF ORANGE, in the State of Florida, as party of the second part.

X  
WITNESSETH, that the party of the first part, for and in consideration of the sum of \$ 200.00 and other valuable considerations, paid, receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed and does hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

RETURN TO RIGHT OF WAY

Parcel 100 (Fee Simple)

Description:

The East 15.00 feet of the West 45.00 feet of the South 185.50 feet of the Northwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida.

Containing 2,782.50 square feet, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by Dan L. McKinnon, its President, and its corporate seal to be affixed, attested by William S. Arrington, dated this 27th day of May, 19 86.

Signed, sealed, and delivered in the presence of:

South Lake Apopka Citrus Growers Association; a Florida Corporation

Walker H. Adams

BY: Dan L. McKinnon  
President

William S. Arrington

ATTEST: William S. Arrington  
Secretary

(Corporate Seal)



Acquisition of this land is necessary for Right of Way purposes under the threat of condemnation pursuant to Rule 12B-4.14 (15) F.S. Forfeiture of Revenue.

By Am Bivins  
ORANGE COUNTY RIGHT OF WAY

Florida Rec Fee \$ 9.00 Paid  
Doc Tax \$ \_\_\_\_\_  
Int Tax \$ \_\_\_\_\_  
Total \$ 9.00  
THOMAS H. LOCKER,  
Orange County  
Commissioner  
By RS  
Deputy Clerk

Instrument 100.1  
Project: Tildenville Sidewalk  
Project No. CD 84-06

OR3797 PG 1198

STATE OF Florida  
COUNTY OF Orange

I HEREBY CERTIFY, that on this 27th day of May A. D., 19 86,  
before me personally appeared Dan L. McKinnon  
and William S. Arrington  
respectively President and Secretary

of South Lake Apopka Citrus Growers Association, a Florida Corporation, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 27th day of May, 19 86.



[Signature]  
Notary Public in and for the County and State  
aforesaid.

My commission expires:

Notary Public, State of Florida  
My Commission Expires April 12, 1987.  
Revised Since 1977, PAID: INDIANAPOLIS, ILL.

RECORDED & INDEXED

[Signature]  
County Comptroller, Orange Co., FL

## Appendix "C"

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads**

### **ASSIGNMENT**

**THIS ASSIGNMENT** (the "Assignment"), effective as of the day of execution, is made and entered into by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 ("Assignor"), to the CITY of WINTER GARDEN, a municipal corporation under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("Assignee").

**WHEREAS**, Assignor holds several easements identified in **Schedule "A"** attached hereto; and

**WHEREAS**, subject to the provisions herein, and the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of portions of certain roads with an effective date of \_\_\_\_\_, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, duties, obligations, and interests in those instruments.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor's rights, duties, obligations, and interests under the instruments identified in **Schedule "A."**
3. **Assumption.** Assignee hereby assumes and accepts from Assignor all of Assignor's rights, duties, obligations and interests under the instruments identified in **Schedule "A,"** and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of those instruments.

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads**

**IN WITNESS WHEREOF**, the Assignor hereto has executed this Assignment as of the day and year below its signature.

**ASSIGNOR:**

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

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

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

By: \_\_\_\_\_  
Deputy Clerk  
Print Name: \_\_\_\_\_

**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads**

**ASSIGNEE:**

CITY OF WINTER GARDEN, FLORIDA  
By: City Commission

By: \_\_\_\_\_  
John Rees, Mayor

Attest: \_\_\_\_\_  
Angela Grimmage, City Clerk

**Executed on:**

**(SEAL)**

**FOR USE AND RELIANCE ON**

**APPROVED AS TO FORM AND  
LEGALITY this \_\_\_ day of \_\_\_\_\_,  
2025**

By: \_\_\_\_\_  
**A. Kurt Ardaman, City Attorney**

**APPROVED BY THE CITY OF  
WINTER GARDEN, FLORIDA AT THE  
CITY COMMISSION AT A MEETING  
HELD ON \_\_\_\_\_, 2025**



**Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads**

**Schedule "A"**

1. Drainage Easement recorded at OR Book 8915, Page 1846, et seq., on October 10, 2006  
(for *Stoneybrook West Southside Shopping Center*)
2. Drainage Easement recorded at OR Book 3866, Page 0417, et seq., on February 27, 1987  
(for *Avalon Road*)

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

CASE NO. CI86-9922

DIVISION: 39

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

Petitioner,

vs.

PARCEL: 801

SHIRLEY POOLE, et al.,

Defendants.

ORANGE COUNTY, FLORIDA  
MAR 2 9 33 AM '87  
CLERK OF COURT  
ORANGE COUNTY, FLORIDA

2713737 ORANGE CO. FL.  
11:34:00AM 03/03/87

OR3866 PG0417

STIPULATED FINAL JUDGMENT

1cc to ACC

THIS CAUSE having come on upon joint motion for the entry of a Final Judgment made by the Petitioner and the Defendants set forth herein below, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the taking is necessary for a public purpose and that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Defendants, CELESTE and SHIRLEY POOLE, do have and recover of any from the Petitioner the sum of \$4,500.00 in full payment for the property (designated Parcel 801) taken and for damages resulting to the remainder if less than the entire property was taken and for all other damages of any kind and nature, including interest, and the claim of Earl K. Wood, Orange County Tax Collector in the amount of \$5.79, and it is further

ORDERED AND ADJUDGED that there are no attorney's fees or costs to be paid by the Petitioner in this cause, and it is further

ORDERED AND DIRECTED that the Clerk of the Court shall pay

jointly to the Defendants, CELESTE and SHIRLEY POOLE, by joint check, the aforesaid sum of \$4,494.21 from the monies deposited in this cause by the Petitioner, less any sums heretofore paid to the above-named Defendants, and \$5.79 paid to EARL K. WOOD, Orange County Tax Collector, and it is further

ORDERED that the title to the following described real property, to-wit:

OR3866 PG0418

SCHEDULE "A"

Parcel 801 (Drainage Easement)

Description:

The East 20.00 feet of the South 194.00 feet of the North 660.00 feet of the West 42.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida.

Containing 3,880 square feet, more or less.

Owners:

Celeste Poole, also known as Celesta Poole, also known as  
Celesta P. Pool, also known as Celestie Pool  
65 Corseter  
Winter Garden, FL 32787  
And  
Shirley Poole  
65 Corseter  
Winter Garden, FL 32787

Earl K. Wood  
Orange County Tax Collector  
Room 214, Courthouse  
Orlando, FL 32801

OR3866 PG0419

be and the same is confirmed in the Petitioner.

DONE AND ORDERED IN CHAMBERS in Orlando, Orange County,  
Florida, this 27 day of Feb., 1987.

*[Handwritten Signature]*  
CIRCUIT COURT JUDGE

MOTION

The parties, by and through their undersigned attorneys,  
respectfully move for the entry of the foregoing Stipulated  
Final Judgment, this 26<sup>B</sup> day of February, 1987.

HARRY A. STEWART, ESQUIRE  
COUNTY ATTORNEY  
ORANGE COUNTY LEGAL DEPARTMENT  
Orange County Admin. Center  
Post Office Box 1393  
Orlando, Florida 32802-1393  
(305) 236-7320

Celeste and Shirley Poole  
P.O. Box 265  
Oakland, Florida 32760

Attorney for Petitioner,  
ORANGE COUNTY

*[Handwritten Signature: Celeste Poole]*  
Celeste Poole

By: *[Handwritten Signature]*  
~~Cecil LeGette~~ John W. Scruggs, Jr.  
Assistant County Attorney

*[Handwritten Signature: Shirley Poole]*  
Shirley Poole

DR3866 PG0420

RECORDED & INDEXED VERIFIED  
*[Handwritten Signature]*  
County Comptroller, Orange Co., FL

0866v

*no copies + no envelopes of*

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 10 2006  
*LPH/OPN*



INSTR 20060679167  
OR BK 08915 PG 1846 PGS=4  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
10/13/2006 03:56:03 PM  
DEED DOC TAX 0.70  
REC FEE 35.50

Project: Stoneybrook West Southside Shopping Center

**DRAINAGE EASEMENT**

THIS INDENTURE, Made this 30th day of August, A.D. 2006, between Barclay Stoneybrook Partners, LLC, a Florida limited liability company, having its principal place of business in the city of Dunedin, county of Pinellas whose address is 1123 Overcash Drive, Dunedin FL, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$ 10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**a portion of**

**04-23-27-0000-00-024**

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

**AGENT & BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION**

Project: Stoneybrook West Southside Shopping Center

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by Jeff Surrency, its manager.

Barclay Stoneybrook Partners, LLC, a Florida limited liability company

Signed, sealed, and delivered in the presence of:

Jessica Witcher

Witness

Jessica Witcher  
Printed Name

Cam Straub

Witness

Cam Straub  
Printed Name

BY: [Signature]  
Manager

Jeff Surrency  
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, personally appeared Jeff Surrency, as manager of Barclay Stoneybrook Partners, LLC, a Florida limited liability company, to me known to be, or who has produced \_\_\_\_\_ as identification, and did (did not) take an oath, the individual and manager described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such manager thereunto duly authorized, and the said conveyance is the act and deed of said limited liability company.

Witness my hand and official seal this 30<sup>th</sup> day of August, 2006.

(Notary Seal)

Alana Fee Cupler  
Notary Signature  
Alana Fee Cupler  
Printed Notary Name

This instrument prepared by:  
R. L. Corriveau, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Notary Public in and for  
the county and state aforesaid



ALANA FEE CUPLER  
MY COMMISSION # DD 297141  
EXPIRES: May 19, 2008  
Bonded Thru Budget Notary Services

My commission expires: 5-19-2008

S:\Forms & Master Docs\Project Document Files\1\_Misc. Documents\S\Stoneybrook West Southside Shopping Center DE.doc 7/19/06 rd

MAP SHOWING SKETCH OF:  
DRAINAGE EASEMENT IN A PART OF  
SECTION 4, TOWNSHIP 23 SOUTH, RANGE 27 EAST,  
ORANGE COUNTY, FLORIDA

STONEBROOK WEST  
Drainage Easements

LEGAL DESCRIPTION;

That part of Section 4, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of Section 4, Township 23 South, Range 27 East, and run N 00°23'38" W along the East line of the Southeast 1/4 of said Section 4 and the Northerly prolongation thereof for a distance of 3104.58 feet; thence run S 89°36'22" W for a distance 3,292.99 feet; thence run S89°32'08"W, 548.36 feet to the POINT OF BEGINNING; thence N19°08'12"E, 15.46 feet; thence N16°58'58"W, 113.22 feet; thence N00°28'57"W, 414.10 feet; thence S89°32'08"W, 37.13 feet to a point 60.00 feet east of and parallel to the centerline of Avalon Road as recorded in Deed Book 385, Page 545 Public Records of Orange County, Florida; thence along said line S00°27'52"E, 232.59 feet; thence N89°32'08"E, 17.16 feet; thence S00°29'41"E, 33.25 feet; thence S89°32'02"W, 17.18 feet to said line 60.00 feet east of centerline Avalon Road; thence S00°27'52"E along said line, 202.00 feet; thence N89°32'02"E, 32.33 feet; thence S16°58'58"E, 56.58 feet; thence S19°08'12"W, 16.06 feet; thence N89°32'08"E, 21.23 feet to the POINT OF BEGINNING.

Said lands lying in the City of Winter Garden, Florida. Containing 18,712 square feet more or less.

NOTE:

1. BEARINGS BASED ON ASSUMED N00°23'38"W ALONG E. LINE SE 1/4, SECTION 4.
2. NOT ABSTRACTED FOR EASEMENTS OR RIGHT OF WAYS OF RECORD.
3. THIS IS NOT A SURVEY

CERTIFICATION: WE DO HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH APPLICABLE MINIMUM TECHNICAL STANDARDS SET FORTH BY FLORIDA ADMINISTRATIVE CODE 61 G 17-8

SEE SHEET 2 FOR MAP

BY: Gary A. Burden 5-17-06

GARY A. BURDEN DATE  
FLORIDA REGISTRATION NO. 3691

ALD II, INC.  
PROFESSIONAL LAND SURVEYING  
5850 LAKEHURST DRIVE SUITE 150-33 LB #8529  
ORLANDO, FLORIDA 32819  
TEL (407) 352-7181  
FAX 298-6630

SCALE 1" = 100 FEET

DRAWN BY GJS

REVISIONS

JOB NUMBER

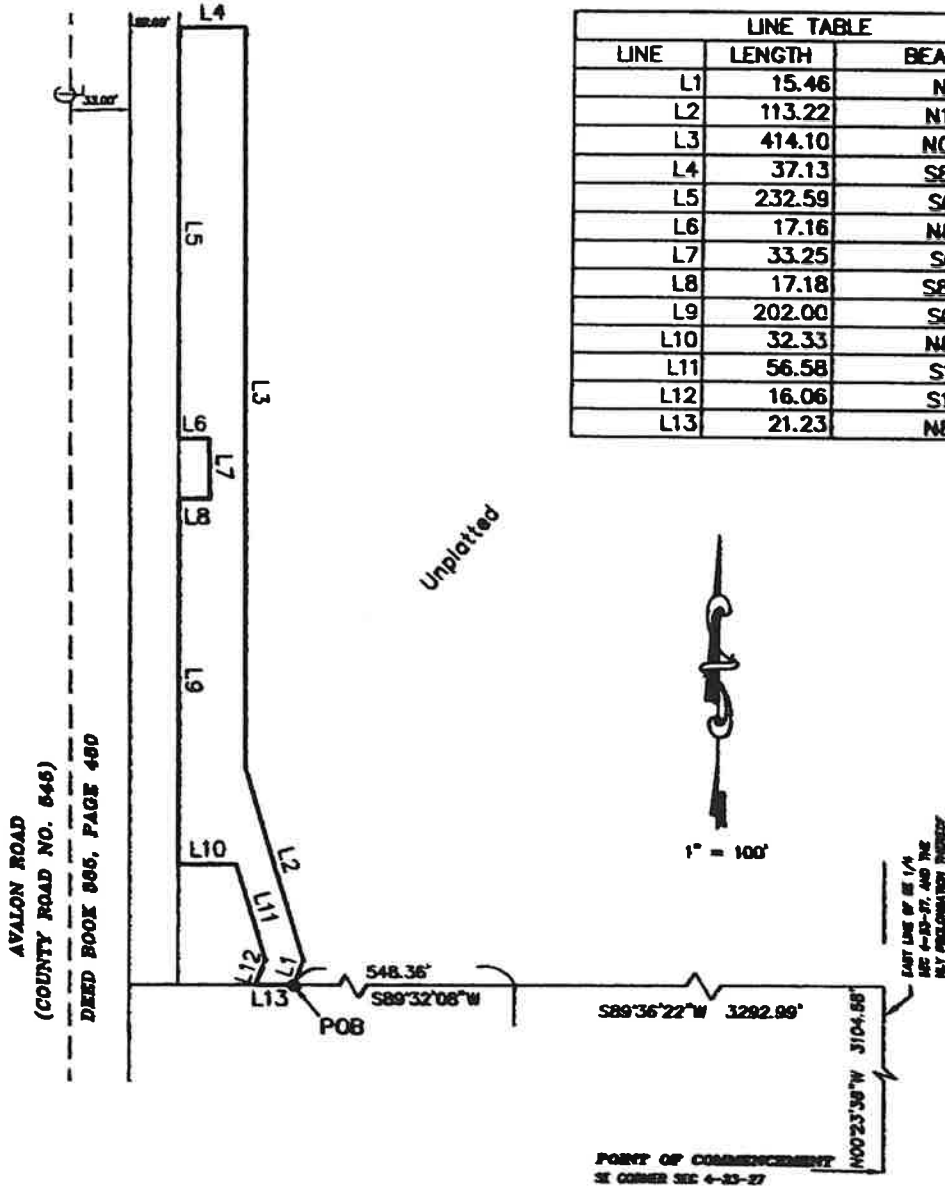
04021DE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2



MAP SHOWING SKETCH OF:  
DRAINAGE EASEMENT IN A PART OF  
SECTION 4, TOWNSHIP 23 SOUTH, RANGE 27 EAST,  
ORANGE COUNTY, FLORIDA



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.46	N19°08'12"E
L2	113.22	N16°58'58"W
L3	414.10	N00°28'57"W
L4	37.13	S89°32'08"W
L5	232.59	S00°27'52"E
L6	17.16	N89°32'08"E
L7	33.25	S00°29'41"E
L8	17.18	S89°32'02"W
L9	202.00	S00°27'52"E
L10	32.33	N89°32'02"E
L11	56.58	S16°58'58"E
L12	16.06	S19°08'12"W
L13	21.23	N89°32'08"E

SEC-- -- --SECTION; TOWNSHIP; RANGE  
POB--POINT OF BEGINNING

**ALD II, INC.**  
PROFESSIONAL LAND SURVEYING

5850 LAKEHURST DRIVE SUITE 150-33 LB #8528  
ORLANDO, FLORIDA 32818  
TEL. (407) 352-7181  
FAX 298-6630

SEE SHEET 1 FOR LEGAL

SCALE 1" = 100 FEET  
DRAWN BY GJS  
REVISIONS

JOB NUMBER  
04021DE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 2 OF 2

**Appendix "D"**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

OCT 23 2007 JLO/LH

**INTERLOCAL AGREEMENT  
BETWEEN ORANGE COUNTY, FLORIDA  
AND  
CITY OF WINTER GARDEN, FLORIDA  
FOR COUNTY ROAD 545 ROAD PROJECT  
FROM THE WEST BOUNDARY OF CARRIAGE POINTE TO S.R. 50**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county existing under the laws and constitution of the State of Florida ("County") at Post Office Box 1393, Orlando, Florida 32802-1393 and the **CITY OF WINTER GARDEN**, a Florida municipal corporation ("City") at 251 West Plant Street, Winter Garden, Florida 34787.

**WITNESSETH:**

**WHEREAS**, pursuant to Section 125.01, Florida Statutes, for the County, pursuant to Section 166.021, Florida Statutes, for the City, and pursuant to Section 163.01, Florida Statutes, the County and the City have the authority to enter into interlocal agreements for the joint exercise of power and for purposes set forth herein; and

**WHEREAS**, pursuant to Section 335.0415(1), Florida Statutes, the County and the City each have a responsibility for the operation and maintenance of public roads within each of its respective road systems; and

**WHEREAS**, County Road 545 is part of the County road system and is controlled and maintained by the County; and

**WHEREAS**, County Road 545 from the west boundary of Carriage Pointe to S.R. 50 as generally depicted on the attached Exhibit "1" and referred to as the "County Road 545" is near capacity; and

**WHEREAS**, the City is willing to assist the County with the design, permitting, and widening of County Road 545 as set forth in this Agreement; and

**WHEREAS**, the design, permitting and widening of County Road 545 as described in this Agreement can best be advanced and completed in three phases; and

**WHEREAS**, Phase I includes that portion of County Road 545 from the west boundary of Carriage Pointe to the north entrance of Hickory Hammock ("Phase I") and the City is willing to proceed with the design, permitting and widening of Phase I as set forth in this Agreement; and

**WHEREAS**, Phase II includes that portion of County Road 545 from the north entrance of Hickory Hammock to the southerly right-of-way line of the Florida Turnpike ("Phase II") and Phase III includes that portion of County Road 545 from the southerly right-of-way line of the Florida Turnpike to S.R. 50 ("Phase III") and the County is willing to proceed with the design, permitting, and widening of Phase II and Phase III as set forth in this Agreement; and

**WHEREAS**, the City's willingness to participate in the widening of portions of County Road 545 and the City's and County's willingness to work together on this project as described in this Agreement will avoid duplication of work effort, consolidate right-of-way acquisition, reduce construction and traffic safety conflicts, and thereby serve the best interests of all of the residents of the City and County; and

**WHEREAS**, the County and the City wish to enter into this Agreement for the purpose of defining the design, engineering, permitting, mitigation, construction, inspection, maintenance and financial responsibilities for the road widening and improvements to County Road 545.

**NOW THEREFORE**, for and in consideration of the above recitals, the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged and agreed, the County and the City hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **AUTHORITY.**

- (a) The County has the authority to enter into this Agreement pursuant to Sections 125.01, 163.01, and 335.0415 of the Florida Statutes.
- (b) The City has the authority to enter into this Agreement pursuant to Sections 163.01, 166.021, and 335.0415 of the Florida Statutes.

3. **PHASE I PROJECT.**

- (a) The City will be responsible for the design, engineering, permitting, mitigation, construction and inspection of the 4-laning of Phase I and improvements to the intersections of roads within Phase I ("Phase I Project"), at the City's cost. The construction plans prepared by the City are subject to the County's review and approval at 30%, 60%, 90%, and 100% of plan completion.

- (b) The City will be responsible for the acquisition of the right-of-way needed to establish a width of one hundred twenty feet (120') of right-of-way for the Phase I Project, at the City's cost.
- (c) The City will be responsible for the acquisition of areas needed for the stormwater ponds for the Phase I Project, at the City's cost. Any public-private joint use ponds will be either maintained by the County, (which may establish an MSTU for maintenance of the stormwater pond functionality) or City or by a private party pursuant to an MSTU or other funding mechanism unless this Agreement is amended to provide otherwise.
- (d) Upon completion of the Phase I Project including the one (1) year warranty period, the City will convey the City's fee simple and easement interests in the right-of-way, stormwater pond areas and the improvements within and for the Phase I Project to the County, at no cost to the County.
- (e) The impact fees collected pursuant to City Ordinance #06-40 (CR 545 Overlay Fees) will be used by the City for the Phase I Project.
- (f) The City shall provide the County with periodic progress, design, and construction reports at intervals reasonably acceptable to the parties although the County shall be entitled at all times to be advised, at its request, as to the status of Phase I.
- (g) The County waives all County-levied permit fees, right-of-way use fees and all other fees for work in or relating to the Phase I Project performed by or for the City.
- (h) The City and County, at no cost to the granting party and for no further consideration, will each provide the other with all appropriate non-exclusive easements needed for the construction and operation of the Phase I Project, and the County will provide to the City, at no cost to the City, utility easements and temporary construction easements through and under the Phase I Project if the City determines the need for such.

4. **PHASE II PROJECT.**

- (a) The "Phase II Project" consists of the design, engineering, permitting, mitigation, construction, and inspection of the 4-laning of Phase II and improvements to the intersection of roads within Phase II. The City will be responsible for the design, engineering and permitting of the Phase II Project at the City's initial cost and the construction plans are subject to the County's review and

approval at 30%, 60%, 90% and 100% of plan completion. Further, the County may review and comment on the design contract between the City and the design engineer, and shall concur with the total design costs prior to initiating design. However, upon the City's completion of the design, engineering and permitting for the Phase II Project, the County will reimburse the City for the reasonable cost of the design, engineering and permitting of the Phase II Project no later than 24 months after all of the right-of-way needed for the Phase II Project has been acquired by the City or County; provided, however, if the CR 545 Overlay Fees collected by the City exceed the City's costs for the Phase I Project such excess CR 545 Overlay Fees shall first be used to reimburse the City for the costs incurred by the City for the design, engineering and permitting of the Phase II Project thus reducing the County's obligation to reimburse the City for such to the extent such excess is received by the City. Then to the extent any excess CR 545 Overlay Fees remain, such shall be paid to the County for CR 545 Phase I, II or III Projects if permitted by law. The City and County public works departments shall coordinate their schedules for design, engineering and permitting of the Phase II Project.

- (b) The City will convey that portion of right-of-way up to one hundred twenty feet (120') in width that the City owns within Phase II as well as any pond areas acquired by the City for the Phase II Project to the County, at no cost to the County.
- (c) The fee parcels within the Phase II Project that may still be in private ownership shall be sought by the City, utilizing good faith efforts, as those properties develop in an attempt to reach the one hundred twenty feet (120') width for the Phase II Project. However, excluding the requirements related to CR 545 Overlay Fees the City shall not be obligated to expend monies or pursue eminent domain or incur the risk of litigation to acquire any remaining parcels or other property needed for the Phase II Project.
- (d) The County, at its cost, will be responsible for the acquisition of land for, and mitigation, construction and completion of, the Phase II Project provided this Agreement does not require the County or City to utilize eminent domain to acquire any property for the Phase II Project although the County agrees to use its best efforts to acquire such property by the time the design, engineering and permitting for the Phase II Project is complete. On or before 24 months after all of the right-of-way needed for the Phase II Project has been acquired, the County shall commence and diligently pursue construction, mitigation and completion of the Phase II Project, at the County's cost.

5. **PHASE III COUNTY PROJECT.**

- (a) The County will be responsible for the acquisition of land for, and the design, engineering, permitting, construction mitigation and inspection of, the 4-laning of Phase III and improvement of intersections of roads within Phase III ("Phase III Project"), with the exception of the Florida Turnpike bridge over CR 545, all at the County's cost. The City shall use good faith efforts to obtain the one hundred-twenty foot (120') right of way width within Phase III from those fee parcels in private ownership as those properties are developed. However, the City shall not be obligated to expend monies or pursue eminent domain or incur the risk of litigation to acquire any remaining parcels or other property needed for the Phase III Project.
- (b) The County, at the County's cost, shall commence design, engineering and permitting of the Phase III Project within one (1) year of budgeting by the State of Florida, the Turnpike Authority, or by some other source for the construction of the Florida Turnpike bridge over County Road 545. This Agreement does not require the County or City to utilize eminent domain to acquire any property although the County agrees to use its best efforts to acquire all needed property for the Phase III Project by the time the design, engineering and permitting for the Phase III Project is complete. On or before 24 months after all of the right-of-way needed for the Phase III Project has been acquired, the County shall commence and diligently pursue completion of the construction of the Phase III Project, at the County's cost.
- (c) If permitted, any impact fees collected pursuant to Section 3(e) above not used for the Phase I Project and to pay the City for advancing the costs for the design and permitting of the Phase II Project shall be used for Phase II and Phase III to help offset the County's expenses, including without limitation costs, fees and expenses related to acquisition and eminent domain if utilized.

6. **PLANS.** All construction plans and construction for CR 545 shall be prepared and carried out pursuant to the County's roadway design standards and in a County "biddable" format unless otherwise approved by the County. A typical section for the Phase I Project, Phase II Project and Phase III Project will consist of a minimum 15.5 foot wide landscaped median, four (4), twelve (12) foot wide travel lanes, one 10-foot wide multi-purpose path, street lighting and one five (5) foot wide sidewalk on one side of CR 545, unless otherwise approved by the County.

7. **MAINTENANCE.** Nothing in this Agreement is intended to change the jurisdictional control of CR 545 except that the City shall be responsible for maintenance of traffic during construction of the Phase I Project.

8. **GENERAL PROVISIONS.**

(a) **Validity.** After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement; acknowledges the validity and enforceability of this Agreement; and waives any future right of defense based on any claim of illegality, invalidity, or unenforceability of any nature.

(b) **Headings.** The headings or captions used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

(c) **Severability.** The provisions of this Agreement are declared by the parties to be severable only to the extent the purposes and intent of this Agreement may be achieved.

(d) **Governing law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

(e) **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the Project. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

(f) **Amendments and Waiver.** Amendments to this Agreement shall only be deemed enforceable if in writing and signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

(g) **County Review.** The County shall have the right to review any environmental reports relating to right-of-way, ponds and other property to be conveyed by the City to the County for Phase I, II and III.



(h) **Third Party Beneficiary.** The City agrees to request that its engineering consultant for the Phase I Project and Phase II Project agree to recognize the County as a third party beneficiary.

(i) **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to be delivered in the following circumstances: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery; (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (iii) transmitted via telecopier using the telecopier numbers provided below, if any (or such other number as the receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of transmission, provided the day of transmission is a normal business day, or on the first normal business day after the transmission. In the event a dispute arises concerning whether a telecopier transmission was made and on what date, said telecopier transmission must be verified by a print-out generated by the transmitting machine.

If to County:

County Administrator  
201 S. Rosalind Avenue  
Orlando, Florida 32801

With a copy to:

Manager, Transportation Planning Division  
Orange County Public Works Department  
4200 South John Young Parkway  
Orlando, Florida 32839  
Telephone No.: (407) 836-8072  
Facsimile No.: (407) 836-8079

If to City:

Michael Bollhoefer, City Manager  
City of Winter Garden  
251 West Plant Street  
Winter Garden, Florida 34787  
Telephone No.: (407) 656-4111  
Facsimile No.: (407) 656-4972

With a copy to:

A. Kurt Ardaman, City Attorney  
Fishback Dominick  
1947 Lee Road  
Winter Park, Florida 32789  
Telephone No.: (407) 425-2786  
Facsimile No.: (407) 425-2863

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. A party may change its address or officer for notice purposes by giving the other party notice as provided herein.

9. **INDEMNIFICATION.** Each party to this Agreement shall be liable for all bodily injury and property damage attributable to their negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Furthermore, each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) in connection with damage attributable to such party's negligence or omission or to the negligence or omission of such party's officers and employees acting within the scope of their employment, or arising out of or resulting from such party's negligent performance under the Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not be construed to constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

10. **COMMUNITY MEETING.** On or before sixty (60) days after the Effective Date, the City will coordinate and host a community meeting where the City and County representatives and the design engineer representative will present the Phase I, II and III Projects to the public.

11. **FORCE MAJEURE.** It is expressly understood and agreed by the parties to this Interlocal Agreement that if the performance of any provision of this Interlocal Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Interlocal Agreement to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated herein, the part so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

12. **LIMITATION OF REMEDIES.** The parties agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement to (i) specific performance; (ii) injunctive relief; (iii) action for declaratory judgment; or (iv) any combination of the foregoing remedies. Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other party.

13. **EFFECTIVE DATE.** This Agreement shall first be approved and executed by the City and shall take effect of the date of its approval by the Orange County Board of County Commissioners (referred to herein as the "Effective Date"). The County Clerk will stamp the face of this Agreement.

**IN WITNESS WHEREOF,** the County and the City have caused this Agreement to be executed on their behalf as of the day and year first written below.



**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: Richard T. Crotty  
Richard T. Crotty  
Orange County Mayor

Date: 10.23.07

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

By: Martha O. Haynie  
Deputy Clerk

CITY OF WINTER GARDEN, FLORIDA

ATTEST:

Kathy Golden

By: Jack Lusini  
Its: Mayor

Name: Kathy Golden

Title: City Clerk

APPROVED BY THE CITY COMMISSION AT  
A MEETING HELD ON Sept. 13,  
2007 UNDER AGENDA ITEM 3.D.