



Interoffice Memorandum

January 27, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental and Development Services

CONTACT PERSON: **Misty Mills**
Assistant Project Manager, Planning Division
(407) 836-5570

SUBJECT: February 8, 2022 – Public Hearing
Interlocal Agreement for Annexation of Enclave between City of
Winter Garden, Florida and Orange County, Florida

Section 171.031, Florida Statutes, defines an enclave as “any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved areas that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.” Additionally, Section 171.046, Florida Statutes recognizes that enclaves can create significant problems in planning, growth management, and service delivery; reflects that it is in the policy of the State to eliminate enclaves; and provides a method for the annexation by interlocal agreement (ILA) of enclaves that are one hundred ten (110) acres or less.

The City of Winter Garden and Orange County have an existing Joint Planning Agreement (JPA), which provides that both parties shall work together in good faith to enter into interlocal agreements to eliminate identified enclaves. There are three areas identified as enclaves within the southeast area of the JPA that have been the focus of annexations by ILA (see Attachment A). Each area is completely surrounded by the City of Winter Garden. The area that is the subject of this proposed ILA is identified as Enclave Area 3 on Attachment A. The ILAs for the other Enclave Areas will be advanced at a later date.

In addition, the City partnered with Dover, Kohl & Partners to create the East Winter Garden Plan. The redevelopment plan was completed March 2018. A recommendation of the plan is to annex enclaves of County land to provide a continuity of safety and services. This area is also located within the Winter Garden Community Redevelopment Area (CRA). In order to benefit from the CRA the properties must be in the City.

On July 27, 2021, the City of Winter Garden hosted a community meeting regarding the proposed annexation of the east Winter Garden Enclave. Approximately 20 residents were in attendance.

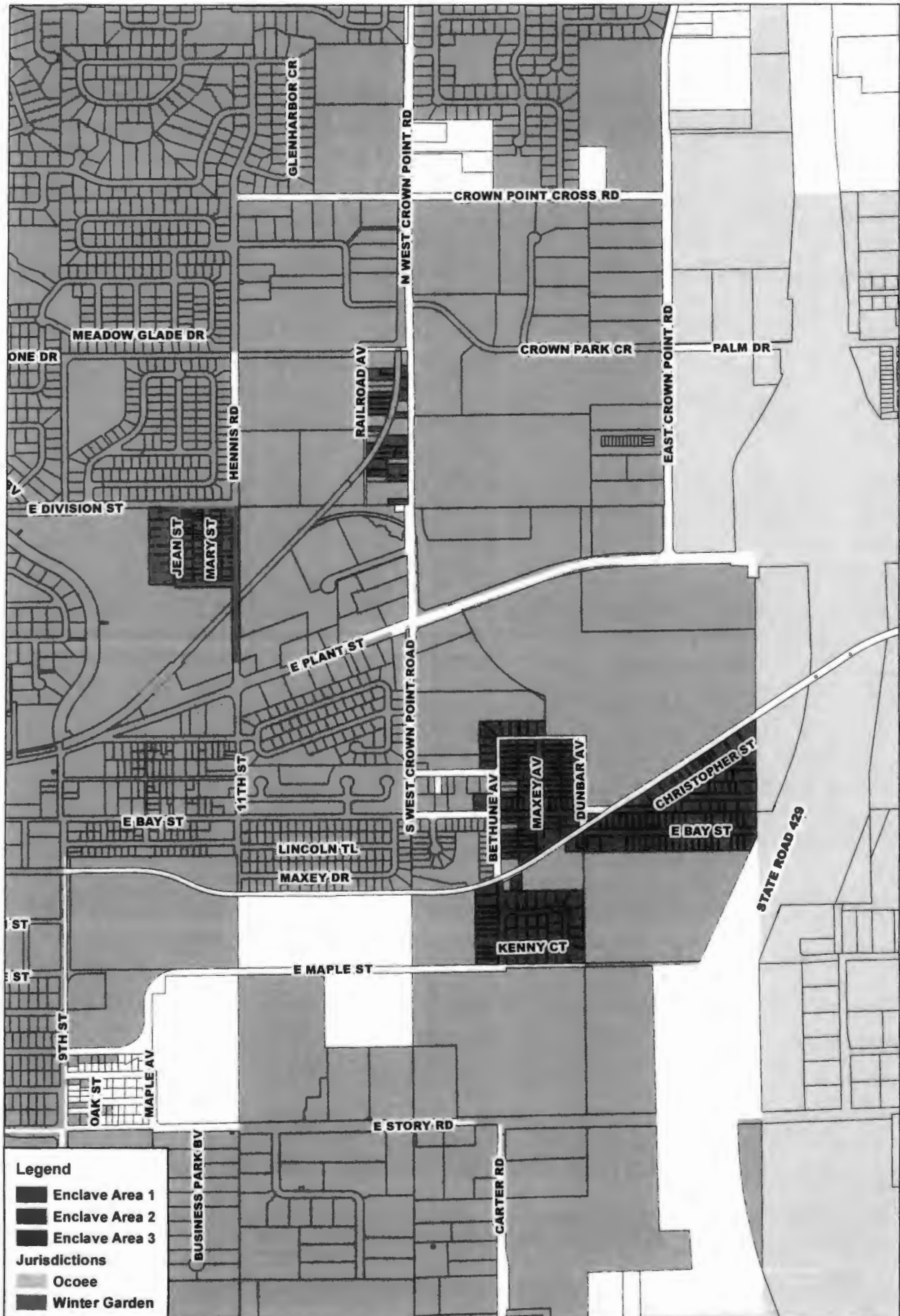
The Winter Garden City Council approved the Interlocal Agreement on January 27, 2022. Upon the Board's execution of this ILA, the enclave will become part of the City. Notices were sent to property owners concerning the public hearings in the City of Winter Garden and Orange County.

**ACTION REQUESTED: Approval and execution of Interlocal Agreement for
Annexation of Enclave between City of Winter Garden, Florida
and Orange County, Florida (Enclave Area #3 of 3). District 1.**

Attachments

c: Joel Prinsell, Deputy County Attorney
Chris Testerman, AICP, Deputy County Administrator
Alberto A. Vargas, MArch., Manager, Planning Division
Gregory Gologowski, AICP, Chief Planner, Planning Division

City of Winter Garden Enclave Annexation Areas



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

AFTER RECORDING RETURN TO:

City of Winter Garden
Attn: City Clerk
300 West Plant Street
Winter Garden, Florida 34787

For Recording Purposes Only

Tax Parcel Identification Number(s):

INTERLOCAL AGREEMENT FOR ANNEXATION OF ENCLAVE

between

CITY OF WINTER GARDEN, FLORIDA

and

ORANGE COUNTY, FLORIDA

(Enclave Area #3 of 3)

THIS INTERLOCAL AGREEMENT, dated this ____ day of _____, 2022, (hereinafter referred to as "Agreement") between the **CITY OF WINTER GARDEN**, a municipal corporation in the State of Florida whose mailing address is 300 West Plant Street, Winter Garden, Florida 34787 (hereinafter referred to as "City"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), is entered into for the purpose of annexing an enclave located within unincorporated Orange County into the corporate limits of the City of Winter Garden, Florida, pursuant to, and as authorized by Section 171.046, Florida Statutes.

WITNESSETH

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

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

WHEREAS, Section 171.031, Florida Statutes, defines areas that are “urban in character” as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines an “enclave” as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, the City and County have an existing Joint Planning Agreement as amended (the “JPA Agreement”), which provides that both parties shall work together in good faith to enter into interlocal agreements pursuant to Section 171.046, Florida Statutes, to eliminate such identified enclaves which are located within the joint planning area; and

WHEREAS, it has been determined by the City that the parcels to be annexed by this Agreement are within the future annexation and planning areas of the City and meet the requirements set out in Section 171.046, Florida Statutes and the JPA Agreement, as approved and agreed upon by the City and the County; and

WHEREAS, annexation of the identified enclave into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

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

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

SECTION III. The City and the County hereby find and agree that the following lands located in unincorporated Orange County collectively constitute an enclave of 110 acres or less which meets the criteria for annexation into the City under Section 171.046, Florida Statutes:

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

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

SECTION V. Pursuant to Sec 171.046(2)(a), Florida Statutes, the City by this Agreement hereby annexes into the corporate limits of the City those lands and public rights-of-way described in **Attachment “A.”** The annexation is effective immediately and concurrently with the Effective Date of this Agreement.

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

SECTION VII. The County future land use map designation and County zoning designation for the lands described in **Attachment “A”** shall remain in full force and effect until the City adopts a comprehensive plan amendment designating said lands with a City future land use designation. The City agrees to process for change the future land use classification of these annexed lands in accordance with applicable City ordinances and State laws within 24 months following the Effective Date of this Agreement and at no charge to the owners of the land described in **Attachment “A”** hereto.

SECTION VIII. The City has conducted a community meeting to inform the property owners of the properties identified in **Attachment “A”** of the purpose of this Agreement. The City and the County hereby acknowledge that, prior to their respective approval of this Agreement and in addition to regular public notices provided pursuant to Florida law, they have separately provided written notice to the owners of the real property identified in **Attachment “A”** whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the dates, times, and places of the respective meetings of the City of Winter Garden City Commission and the Orange County Board of County Commissioners at which this Agreement was to be considered for approval.

SECTION IX. Public Rights-of-Way/Retention Pond and Drainage Improvements.

1. Within thirty (30) days after the Effective Date of this Agreement, the County shall convey to the City via deed, consistent with Section 125.411, Florida Statutes, the public rights-of-way described in **Attachment “B”** attached hereto and by this reference made a part hereof (“Transferred Rights-of-Way”), which shall also serve as a transfer of jurisdiction for all purposes of such roads from the County road system to the City road system.) The City and the County agree that the retention pond described as Tract A of Dunbar Manor, according to the plat thereof recorded at Plat Book 11, Page 3 (the “Retention Pond”), was dedicated on such plat to the perpetual use of the public, and accordingly, it does not need to be conveyed by deed to the City. Within thirty (30) days after the Effective Date of this Agreement, the County shall (i) transfer to the City all water management district permits or other permits or approvals that have been obtained by the County, including but not be limited to, permits that may have been obtained, or being sought, from the Central Florida Expressway Authority (CFX), Florida Central Railroad/CSX, FDOT, etc., concerning the Transferred Rights-of-Way and the Retention Pond; and (ii) assign to the City any drainage and utility easements for which the County is the Grantee located adjacent to the Transferred Rights-of-Way and the Retention Pond or upon the

privately owned property within the annexed area described in **Attachment “A.”** Thereafter, the City shall take over operation, maintenance and repair responsibilities for the Retention Pond and Transferred Rights-of-Way, except as set forth in paragraph 5 below. Except for the Retention Pond, the City is not accepting the operation, maintenance and repair responsibility for any other retention or stormwater ponds within or adjacent to the annexed area described in **Attachment “A.”** The County will continue to own, operate, maintain and repair the County retention ponds upon the West Orange Recreation Center (Magic Gym) site located on Southwest Crown Point Road.

2. Within thirty (30) days after the Effective Date, the County shall provide, free of charge, to the City all studies, reports, designs, cost estimates, plans, as-built plans of previous projects (i.e. CDBG), etc., that have been performed within, or adjacent to, the annexation area described in **Attachment “A,”** including but not limited to concerning the Transferred Rights-of-Way and the Retention Pond and drainage connections thereto. This shall specifically include the plans, designs & calculations prepared by Royal Consulting Services, Inc. for the construction plans titled “Dunbar Avenue Drainage Evaluation – Phase 2 Final Design,” including all rights to use said plans for their intended purpose.

3. Within thirty (30) days after the Effective Date, the County shall provide, free of charge, to the City any and all records, files, correspondence, etc. concerning any litigation, eminent domain proceedings, property or right-of-way takings within, or adjacent to the annexation area described in **Attachment “A.”**

4. The County shall remain responsible for any actions, causes of action, claims, and judgments concerning the Retention Pond and Transferred Rights-of-Way arising from events occurring prior to the transfer of the Retention Pond and Transferred Rights-of-Way to the City.

5. Within five (5) years from the Effective Date of this Agreement, the County agrees, at its expense, to permit and construct the East Bay Street Paving and Drainage Project consistent with the Construction Plans (the “East Bay Street Project”). Attached hereto and by this reference made a part of this Agreement as **Attachment “C”** is Sheet 1 of those Construction Plans, which total 118 Sheets (for the purpose of identifying those Construction Plans for future reference). Notwithstanding anything herein to the contrary and the transfer of ownership and jurisdiction of the Transferred Rights-of-Way to the City pursuant to paragraph 1 above, the County agrees, at its expense, to maintain and repair the drainage and road improvements within the East Bay Street Project boundaries until the final completion of the East Bay Street Project. Upon final completion of the East Bay Street Project, the City will take over operation and maintenance of the drainage and road improvements within the East Bay Street Project boundaries. The County will assign contractor warranties concerning the East Bay Street Project to the City.

SECTION X. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their

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

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

SECTION XI. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION XII. This Agreement shall become effective upon its execution by the second of the two parties hereto and such date shall be inserted on the first page of this Agreement ("Effective Date"). Thereafter, the City Clerk is directed to record a certified copy of this Agreement in the Official Public Records of Orange County, Florida. Further, the City Clerk is directed to send executed copies of this Agreement to the Orange County Property Appraiser and the Department of State of the State of Florida.

SECTION XIII. Following execution of this Agreement by the City and the County and its recording by the City, the City will provide a copy of the recorded Agreement by U.S. mail to all owners of the real property identified in **Attachment "A,"** whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser, and written notice that the lands described in said attachment have been annexed into the City.

[The remainder of this page has been intentionally left blank.]

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

“CITY”

CITY OF WINTER GARDEN, a Florida
municipal corporation

By: _____
John Rees, Mayor

Attest: _____
Angela Grimmage, City Clerk

Executed on:

(SEAL)

FOR USE AND RELIANCE ONLY BY

**APPROVED AS TO FORM AN
LEGALITY this ____ day of _____,
2022**

By: _____
A. Kurt Ardaman, City Attorney

**APPROVED BY THE CITY WINTER
GARDEN, FLORIDA AT THE CITY
COMMISSION AT A MEETING
HELD ON _____, 2022**

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____, 2022

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

By: _____

Deputy Clerk

Print Name: _____

ATTACHMENT “A”

(ENCLAVE #3 - DESCRIPTION OF ANNEXED LANDS)

Exhibit A



Orange County Enclaves Area



Parcels

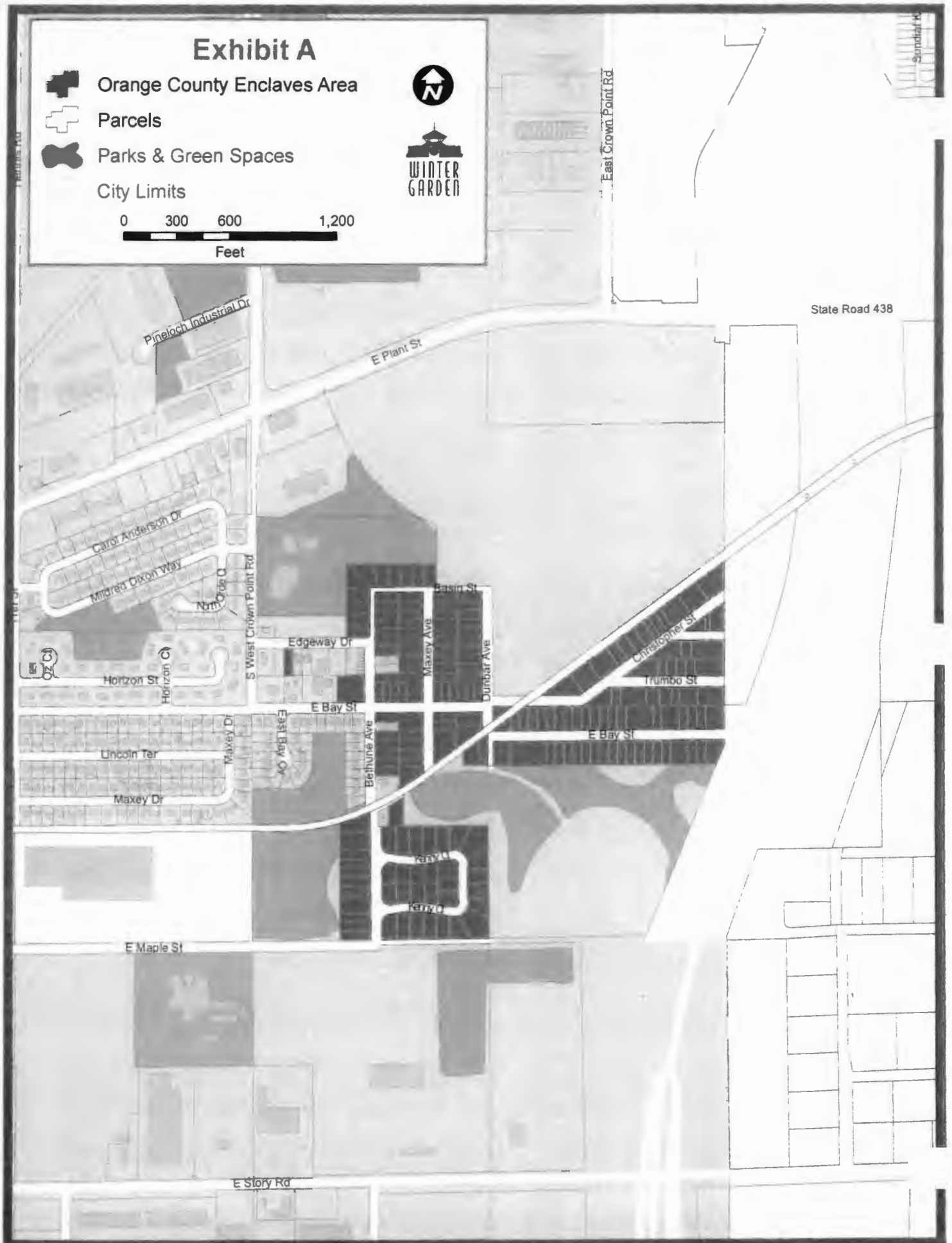


Parks & Green Spaces

City Limits



0 300 600 1,200
Feet



ATTACHMENT “B”
(TRANSFERRED RIGHTS-OF-WAY)

LEGAL DESCRIPTION PARCEL 1

A STRIP OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 1, DUNBAR MANOR AS RECORDED IN PLAT BOOK 11, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EDGEWAY DRIVE A 60.00 FEET WIDE RIGHT-OF-WAY; THENCE RUN NORTH 89°45'10" EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 120.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BETHUNE AVENUE A 30.00 FOOT WIDE RIGHT-OF-WAY; THENCE DEPARTING SAID SOUTH LINE OF LOT 1 AND SAID NORTH RIGHT-OF-WAY LINE OF EDGEWAY DRIVE RUN THE FOLLOWING TWO COURSES ALONG THE EAST LINE OF LOTS 1 THROUGH 5 SAID DUNBAR MANOR AND SAID WEST RIGHT-OF-WAY LINE; NORTH 44°48'23" EAST FOR A DISTANCE OF 14.16 FEET; THENCE RUN NORTH 00°08'24" WEST FOR A DISTANCE OF 270.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BASIN STREET A 30.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTH LINE OF LOT 5, THE SOUTH LINE OF LOTS 6 THROUGH 10 AND TRACT A OF SAID DUNBAR MANOR AND THE EASTERLY EXTENSION THEREOF: NORTH 89°41'15" EAST FOR A DISTANCE OF 665.31 FEET; THENCE RUN NORTH 89°53'46" EAST FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DUNBAR AVENUE A 60.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN SOUTH 00°06'14" EAST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 610.63 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST BAY STREET A 60.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN NORTH 89°45'02" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 184.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FLORIDA CENTRAL RAILROAD; THENCE RUN SOUTH 51°03'58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF FLORIDA CENTRAL RAILROAD FOR A DISTANCE OF 95.99 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK E, JOE LOUIS PARK FIRST ADDITION AS RECORDED IN PLAT BOOK R, PAGE 51, AFORESAID PUBLIC RECORDS AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EAST BAY STREET; THENCE RUN SOUTH 89°45'02" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 110.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND A POINT ON THE EAST RIGHT OF WAY LINE OF AFORESAID DUNBAR AVENUE; THENCE RUN SOUTH 00°17'57" EAST ALONG THE WEST LINE OF SAID LOT 1 AND SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 78.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE OF FLORIDA CENTRAL RAILROAD; THENCE RUN SOUTH 53°52'40" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF

FLORIDA CENTRAL RAILROAD FOR A DISTANCE OF 74.00 FEET TO THE SOUTHEAST CORNER OF LOT 8, BLOCK C, JOE LOUIS PARK AS RECORDED IN PLAT BOOK Q, PAGE 162, AFORESAID PUBLIC

RECORDS AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DUNBAR AVENUE; THENCE RUN NORTH 00°17'57" WEST ALONG THE EAST LINE OF SAID LOT 8 AND SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 91.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EAST BAY STREET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE RUN NORTH 00°12'06" WEST FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK B, JOE LOUIS PARK AS RECORDED IN PLAT BOOK Q, PAGE 162, SAID PUBLIC RECORDS; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE RUN NORTH 00°06'14" WEST ALONG THE EAST LINE OF LOTS 16 THROUGH 26 OF SAID BLOCK B FOR A DISTANCE OF 610.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 26, BLOCK B AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID BASIN STREET; THENCE RUN SOUTH 89°41'15" WEST ALONG THE NORTH LINE OF LOT 1 AND 26, SAID BLOCK B, THE NORTH LINE OF MAXEY AVENUE, THE NORTH LINE OF LOT 1 AND 26, SAID BLOCK A, JOE LOUIS PARK AND SAID SOUTH RIGHT-OF-WAY LINE OF BASIN STREET FOR A DISTANCE OF 605.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK A AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFORESAID BETHUNE AVENUE; THENCE RUN SOUTH 00°08'24" EAST ALONG THE WEST LINE OF LOTS 1 THROUGH 11, SAID BLOCK A AND SAID EAST RIGHT-OF-WAY LINE OF BETHUNE AVENUE FOR A DISTANCE OF 610.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK A AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID EAST BAY STREET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF BETHUNE AVENUE RUN SOUTH 00°09'39" EAST FOR A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK D, SAID JOE LOUIS PARK; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF BETHUNE AVENUE RUN SOUTH 00°10'54" EAST ALONG THE WEST LINE OF LOT 1 THROUGH 9, SAID BLOCK D, JOE LOUIS PARK FOR A DISTANCE OF 489.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 AND A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE OF FLORIDA CENTRAL RAILROAD: THENCE RUN SOUTH 63°41'39" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 66.83 FEET TO THE SOUTHEAST CORNER OF TRACT B, EAST BAY ESTATES AS RECORDED IN PLAT BOOK 33, PAGES 92 AND 93 OF AFORESAID PUBLIC RECORDS AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF BETHUNE AVENUE; THENCE RUN NORTH 00°10'54" WEST ALONG THE EAST LINE OF SAID TRACT B , THE EAST LINE OF LOTS 22 THROUGH 30, EAST BAY ESTATES AND SAID WEST RIGHT-OF-WAY LINE OF BETHUNE AVENUE FOR A DISTANCE OF 518.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 22 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID EAST BAY STREET; THENCE RUN SOUTH 89°45'02" WEST ALONG THE NORTH LINE OF LOTS 20 THROUGH 22 OF SAID EAST BAY ESTATES AND SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 152.40 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE RUN NORTH 00°08'24" WEST FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF

LOT 5, FICQUETTE-THORNAL SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK V, PAGE 58

AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID EAST BAY STREET; THENCE RUN NORTH 89°45'02" EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 152.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID BETHUNE AVENUE; THENCE RUN NORTH 00°08'24" WEST ALONG THE EAST LINE OF LOTS 5 AND 11, FICQUETTE-THORNAL SUBDIVISION NO. 1 AND SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 299.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EDGEWAY DRIVE; THENCE RUN SOUTH 89°45'10" WEST ALONG THE NORTH LINE OF SAID LOT 11 AND SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE RUN NORTH 00°08'24" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.50 ACRES MORE OR LESS.

PARCEL 2

A STRIP OF LAND LYING IN SECTION 24, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 1, BLOCK F, JOE LOUIS PARK FIRST ADDITION AS RECORDED IN PLAT BOOK R, PAGE 51 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF DUNBAR AVENUE; THENCE RUN SOUTH 89°45'02" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF DUNBAR AVENUE FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DUNBAR AVENUE; THENCE RUN NORTH 00°17'57" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 180.39 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FLORIDA CENTRAL RAILROAD; THENCE RUN NORTH 53°38'22" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 37.11 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK E, JOE LOUIS PARK FIRST ADDITION AS RECORDED IN PLAT BOOK R, PAGE 51 OF SAID PUBLIC RECORDS AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFORESAID DUNBAR AVENUE; THENCE RUN SOUTH 00°17'57" EAST ALONG THE WEST LINE OF SAID LOT 2 AND SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 7.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE RUN SOUTH 00°17'57" EAST FOR A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 1, BLOCK F, JOE LOUIS PARK FIRST ADDITION; THENCE RUN SOUTH 00°17'57" EAST ALONG THE WEST LINE OF SAID LOT 1 AND SAID EAST RIGHT-OF-WAY LINE RUN FOR A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,740 SQUARE FEET, 0.13 ACRES MORE OR LESS.

ATTACHMENT “C”

(SHEET 1 OF THE EAST BAY STREET PROJECT CONSTRUCTION PLANS)

ATTACHMENT "C"

JERRY L. DEWINGS	COUNTY MAYOR
BOARD OF COUNTY COMMISSIONERS	
BETSY VANDERLEY	DISTRICT 1
CHRISTINE MOORE	DISTRICT 2
WATRA URIBE	DISTRICT 3
MARIBEL GOMEZ-CORDEIRO	DISTRICT 4
EMILY BONILLA	DISTRICT 5
VICTORIA SIPLIN	DISTRICT 6
JOSEPH C. KUNKEL, P.E.	PUBLIC WORKS DIRECTOR

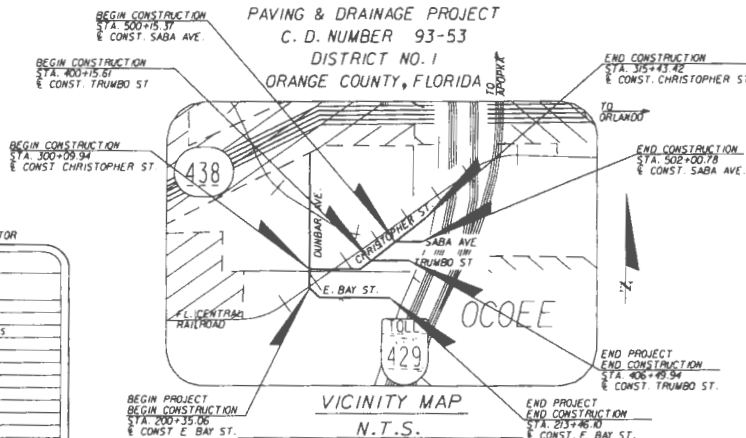
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LEGEND

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	1																																																																																								

CONSTRUCTION PLANS FOR
EAST BAY STREET - SUB AREA 2
PAVING & DRAINAGE PROJECT
C. D. NUMBER 93-53
DISTRICT NO. 1
ORANGE COUNTY, FLORIDA



VICINITY MAP
N.T.S.

LENGTH OF PROJECT		
	LINEAR FEET	MILES
EAST BAY ST	131.04	0.248
CHRISTOPHER ST	153.48	0.289
TRUMBO ST.	63.32	0.120
SABA AVE	185.41	0.345
TOTAL	3,864.26	0.691

GOVERNING STANDARD PLANS

Florida Department of Transportation, FY 2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs). Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS

Florida Department of Transportation, May 2020. Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/implemented/SpecBooks>

NOTE :

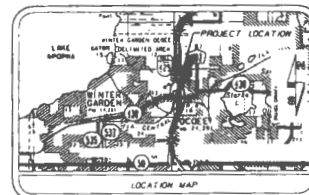
PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION TO ADEQUATELY ADDRESS CONDITIONS AS THEY EXISTED AT THE TIME OF PLANS PREPARATION. NEEDS, CONDITIONS AND OWNERSHIP OF PROPERTIES MAY HAVE CHANGED SINCE PROJECT DESIGN. THE COUNTY'S REPRESENTATIVE WILL ADDRESS CHANGES AND NEEDS WITH THE PROPERTY OWNER OR THEIR REPRESENTATIVES. CONTRACTOR SHALL WORK WITH THE COUNTY'S REPRESENTATIVE IN ADDRESSING AND MEETING NEEDS AND CONDITIONS THAT MAY CHANGE SINCE PLANS PREPARATION.

CERTIFICATION TO PLANS

HEREBY CERTIFY THAT THE DESIGN FOR THIS PROJECT AND THE ATTACHED CONSTRUCTION PLANS COMPLY WITH THE REQUIREMENTS OF SECTION 336.045 OF THE FLORIDA STATUTES AND ARE IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS CONTAINED IN THE EDITION OF THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" IN EFFECT ON THIS DATE AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SUBSECTION 336.04(4) OF THE FLORIDA STATUTES.

DATE: NOVEMBER 2020 ENGINEER: C BRIAN FULLER PE NO.: 4952

SECT 13 & 24 TWP 22 S RNC 27 E



UTILITIES ENCOUNTERED

COMPANY NAME	TELEPHONE NO
CENTRAL LUM	001-820-2279
AT&T FLORIDA DISTRIBUTION	001-30-8406
AT&T TRANSDATA SERVICE	001-378-8000
CITY OF WATER GARDEN	001-853-740-7200
FLORIDA CEMENT TRANSPORTATION	001-850-1200
FLORIDA CEMENT CORPORATION	732-001-0000
LUMBER COMPANY NATIONAL EAST DISTRICT	001-656-2311 x100
CITY OF ORANGE WATER DEPARTMENT	001-354-2300
HERZOG BURNHAM INC	001-708-8811
CENTRAL FLORIDA EMBROIDERY INDUSTRIES	001-880-5123

ORANGE COUNTY BENCH MARKS USED

SITE BENCHMARK C-1051-003
BEING A FOUND BRASS DISK IN TOP OF CURB W/LET ON THE
EAST SIDE OF W. CROWN POINT ROAD 365' SOUTH OF
PLANT STREET FROM D.C. CROSS-SECTION BOOK # 00-5 PAGE 29
PUBLISHED ELEVATION BEING 121.810

SITE BENCHMARK GIS-044
BEING A FOUND BRASS DISK IN WELL BOX IN CONC
SIDEWALK SOUTH SIDE OF INTERSECTION OF EAST
BAY ROAD & WEST CROWN POINT ROAD
PUBLISHED ELEVATION BEING 125.325
DATUM NAD 83 1929



METRIC ENGINEERING INC
325 TECHNOLOGY PARK SUITE 151
LAKE MARY FLORIDA 32748
TEL (407) 644-1898
FAX (407) 644-1921
FLORIDA CERT NO EB-0002294

NOTE: SCALES ON THIS PLANS SET ARE FOR FULL SIZE (24"x36") PLAN SHEETS. THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE REPRODUCTION.

REVISIONS

[illegible]

DESIGNED BY BTG DATE AUGUST 2000
CHECKED BY MLM DATE MAY 2000
APPROVED BY CBF DATE MAY 2000

SHEET 1
OF 118