



Interoffice Memorandum

February 19, 2021

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

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: **Humberto L. Castillero, P.E., PTOE, Manager**
Traffic Engineering Division

PHONE NUMBER: **(407) 836-7891**

SUBJ: **Assignment of Railroad Reimbursement Agreements by Orange County to the City of Orlando**

Submitted for approval and execution is the Assignment of Railroad Reimbursement Agreements, which will allow Orange County to assign four agreements to the City of Orlando as follows:

- Railroad Reimbursement Agreement between Orange County, the Florida Department of Transportation (FDOT), and CSX Transportation, Inc. dated May 19, 1988, relating to the railroad crossing at New Hampshire Avenue, FDOT/AAR Crossing Number 622360-R;
- Railroad Reimbursement Agreements between Orange County, FDOT, and Seaboard Coast Line Railroad Company, both dated October 12, 1977, relating to the railroad crossing at Drennan Road, FDOT/AAR Crossing Number 622309-T and the railroad crossing at Pineloch Road, FDOT/AAR Crossing Number 622308-L; and
- Railroad Reimbursement Agreement between Orange County, FDOT under an Agreement between the State Road Department of Florida, and Atlantic Coast Line Railroad Company dated August 21, 1946, relating to the railroad crossing at Princeton Street and Rollins Avenue, FDOT/AAR Crossing Number 622173-H.

The County Attorney's Office and the Public Works Traffic Engineering Division have reviewed the Assignment of Railroad Reimbursement Agreements and find them acceptable.

Action Requested: Approval and execution of Assignment of Railroad Reimbursement Agreements from Orange County to the City of Orlando for FDOT/AAR Crossing Number 622360-R (New Hampshire Avenue); FDOT/AAR Crossing Number 622309-T (Drennan Road); FDOT/AAR Crossing Number 622308-L (Pineloch Road); and FDOT/AAR Crossing Number 622173-H (Princeton Street and Rollins Avenue). Districts 3 and 5.

JCK/HLC/dar

Attachments

BCC Mtg. Date: March 23, 2021

THIS INSTRUMENT PREPARED BY:

Roy K. Payne
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

ASSIGNMENT OF
RAILROAD REIMBURSEMENT AGREEMENTS

THIS ASSIGNMENT OF RAILROAD REIMBURSEMENT AGREEMENTS (hereinafter referred to as the "Assignment") is made and entered into this 25TH day of JANUARY, 2021, by **ORANGE COUNTY**, a political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393, (hereinafter referred to as the "**Assignor**"), to and in favor of the **CITY OF ORLANDO**, a municipality duly enacted under the laws of the State of Florida, whose mailing address is 400 South Orange Avenue, Orlando, Florida, 32801, (hereinafter referred to as the "**Assignee**").

WHEREAS, Assignor is a party to a Railroad Reimbursement Agreement between Assignor, the Florida Department of Transportation, "FDOT," and CSX Transportation, Inc., dated May 19, 1988 relating to the railroad crossing at New Hampshire Avenue, FDOT/AAR Crossing Number 622360-R, "New Hampshire Agreement; and

WHEREAS, Assignor is also a party to two (2) Railroad Reimbursement Agreements between Assignor, FDOT and Seaboard Coast Line Railroad Company, both dated October 12, 1977 relating to the railroad crossing at Drennan Road, FDOT/AAR Crossing Number 622309-T, "Drennan Agreement," and the railroad crossing at Pineloch Road, FDOT/AAR Crossing Number 622308-L, "Pineloch Agreement;" and

WHEREAS, in addition, Assignor has assumed the reimbursement obligations of the FDOT under an Agreement between the State Road Department of Florida and Atlantic Coast Line Railroad Company, dated August 21, 1946, relating to the railroad crossing at Princeton Street and Rollins Avenue, FDOT/AAR Crossing Number 622173-H, "Princeton Agreement; and

WHEREAS, the New Hampshire Agreement, the Drennan Agreement, the Pineloch Agreement and the Princeton Agreement, are collectively referred to as "Agreements;" and

WHEREAS, subject to the provisions herein, Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title, duties, obligations, and interest in the Agreements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is 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 right, title, duties, obligations and interest in and to the Agreements.

3. **Assumption**. Assignee hereby assumes from Assignor, all of Assignor's rights, duties and obligations under the terms and conditions of the Agreements, but none other.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Railroad Reimbursement Agreements as of the date first written above.

ASSIGNOR:

ORANGE COUNTY, FLORIDA (SEAL)

By: Board of County Commissioners

By: *Burrard Brooks*

Jerry L. Demings
for Orange County Chairman

Date: 24 March 2021

ATTEST:

Phil Diamond, County Comptroller
As Clerk of the Board of County
Commissioners

By: *Craig Stopyna*
for Deputy Clerk

Date: MAR 24 2021



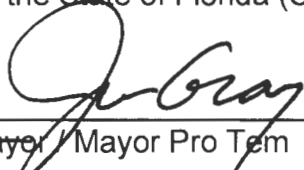
SIGNATURES CONTINUE NEXT PAGE

ATTEST:

By: 
Stephanie Herdocia, City Clerk

ASSIGNEE:

CITY OF ORLANDO, a FL municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By: 
Mayor / Mayor Pro Tem

Date: JAN. 25, 2021

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only

2/1, 2021


Chief Assistant City Attorney
Orlando, Florida