



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 12

DATE: March 11, 2024

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

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Sara Solomon, Senior Title Examiner *SS / MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Interlocal Agreement relating to the transfer of retention ponds and drainage canal between the City of Winter Garden, Florida and Orange County, Florida, Resolution of the Orange County Board of County Commissioners regarding authorization to convey certain county property interests to the City of Winter Garden, Florida in Accordance with Section 125.38, Florida Statutes, Assignment of Easement by Orange County in favor of City of Winter Garden, two County Deeds by Orange County and City of Winter Garden, and authorization to record instruments.

PROJECT: Teagarden Court and Basin Street Pond Transfer to Winter Garden

District 1

PURPOSE: To provide for the transfer of stormwater pond areas and Drainage Easement to the City of Winter Garden by Interlocal Agreement.

ITEM: Interlocal Agreement

Resolution

Assignment of Easement

County Deed (Teagarden Court)
Revenue: None
Size: 29,174 square feet

County Deed (1441 Basin Street)
Revenue: None
Size: 8,842 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Stormwater Management Division

REMARKS: The City of Winter Garden (City) annexed areas of unincorporated Orange County (County) into the city limits, which included two stormwater ponds owned by County and areas encumbered by an existing Drainage Easement in favor of County. This Interlocal Agreement details the transfer of jurisdiction of these areas from the County to City. The Assignment of Easement and County Deeds formally memorializes the transfers of interest. Stormwater Management Division has reviewed the request and agrees that the Easement and stormwater ponds are no longer needed by the County.

Grantee to pay recording costs.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAR 26 2024

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

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

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

For Recording Purposes Only

**INTERLOCAL AGREEMENT RELATING TO
THE TRANSFER OF RETENTION PONDS AND DRAINAGE CANAL**

between the

CITY OF WINTER GARDEN, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this 14TH day of DECEMBER, 2023,
is made and entered into by and between **Orange County, Florida**, a Charter County and
political subdivision of the State of Florida (“**County**”), and the **City of Winter Garden,**
Florida, a municipal corporation created and existing under the laws of the State of Florida
 (“**City**”).

RECITALS

A. The County has authority pursuant to Section 125.01, Florida Statutes, to enter into
agreements.

B. The City has authority pursuant to Section 166.021, Florida Statutes, to enter into
agreements.

C. The County and the City have authority pursuant to Section 163.01, Florida Statutes,
to enter into interlocal agreements.

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D. The conveyance and transfer of real or personal property of the County to a municipality of this state is governed by Section 125.38, Florida Statutes.

E. The City desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over certain retention ponds and associated pipes and a drainage canal located within the City's limits.

G. The City also desires to accept an assignment of, and maintain, control, and have responsibility over, the drainage easement associated with the drainage canal, recorded May 3, 1979, in Official Records Book 3005, Page 1231, of the Public Records of Orange County, Florida (the "**Drainage Easement**")

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 of Retention Ponds and Drainage Canal.

A. Transfer of Jurisdiction.

(1) The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over the following (collectively, "**Retention Ponds**"): (i) the retention pond and associated pipes located at 1441 Basin Street, Winter Garden, FL, as shown on the attached **Exhibit "A"**; and (ii) the retention pond and associated pipes located at Teagarden Court, Winter Garden, FL, as shown on the attached **Exhibit "B"**.

(2) The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over the following (the "**Drainage Canal**"): (i) the drainage

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

canal located north of the retention pond at Teagarden Court within the City's limits and any associated pipes; and (ii) the Drainage Easement.

B. Scope. The City's jurisdiction over the Retention Ponds and Drainage Canal means the authority and responsibility to maintain, control, repair, and improve the Retention Ponds and Drainage Canal. The County shall have no further interest in or liability for the Retention Ponds and Drainage Canal.

C. Indemnification. City will indemnify and hold harmless County, its officials and employees, against any loss, cost, damage, or other expense (including attorneys' fees) that arises from City's use of the Retention Ponds and Drainage Canal after the Effective Date. County will indemnify and hold harmless City, its officials and employees, against any loss, cost, damage, or other expense (including attorneys' fees) that arises from County's use of the Retention Ponds and Drainage Canal on or before the Effective Date. Notwithstanding the foregoing, nothing in this Agreement is intended to be: (a) a waiver of the sovereign immunity of the County or the City (each, an "**Indemnifying Party**") or the provisions of Section 768.28 of the Florida Statutes; or (b) an agreement by an Indemnifying Party to indemnify the other party for any loss, damage, or other matter, other than for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Indemnifying Party while acting within the scope of the employee's office or employment under circumstances in which the Indemnifying Party, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida; or (c) an agreement by County or City to pay a claim or a judgment which exceeds the limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of

claims against County and City related to this Agreement and are not confined to tort liability.

3. Dedication and Acceptance; Deed; Vesting of Title.

A. Dedication and Acceptance. For the Retention Ponds and Drainage Canal, or any portion thereof, that was heretofore dedicated and that the County heretofore accepted, the County hereby dedicates the Retention Ponds and Drainage Canal, and any portion thereof, to the City, and the City hereby accepts such dedication.

B. Deed; Vesting of Title. The County shall execute, record (at the City's expense), and deliver County deeds in favor of the City substantially in the form attached hereto as **Exhibit "C"** and **Exhibit "D"** (the "**Deeds**") for any portion of the Retention Ponds that the County holds, or may hold, in fee title, which is specifically described in the legal descriptions attached to **Exhibit "C"** and **Exhibit "D"** as **Exhibit "A."**

C. Assignment of Drainage Easement. Furthermore, the County shall execute, record (at the City's expense), and deliver a County assignment of drainage easement in favor of the City substantially in the form attached hereto as **Exhibit "E,"** for the Drainage Easement.

4. "As Is" and "Where Is" Transfer. The City, having had the opportunity to inspect the Retention Ponds and Drainage Canal prior to conveyance, accepts the Retention Ponds and Drainage Canal in their "AS IS" and "WHERE IS" condition, with no warranties whatsoever, except as otherwise provided in this Agreement, the Assignment of Drainage Easement or the Deed.

5. Miscellaneous.

A. Validity. The County and the City each represents, warrants, and covenants

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to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The County and the City each hereby represents, warrants, and covenants 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 any 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 Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers 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. No Waiver of Regulatory Jurisdictions. Neither this Agreement, nor any provision hereof, shall be construed as a waiver of any regulatory jurisdiction of the County that exists on the Effective Date or at any other time thereafter.

J. Assignment. Neither party may sell, assign, or transfer this Agreement or any interest it may have hereunder, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment shall not unreasonably interfere with the rights of the non-assigning party hereunder. All covenants, terms,

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

conditions, and provisions of this Agreement shall be binding upon the parties hereto and shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

K. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no rights or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

L. 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; and addressed as follows:

If to the County: Director, Orange County Public Works Department
 4200 South John Young Parkway
 Orlando, Florida 32839

With a copy to: County Administrator
 Orange County Administration Center
 201 South Rosalind Avenue
 Orlando, Florida 32802

With a copy to: County Attorney
 Orange County Administration Center
 201 South Rosalind Avenue
 Orlando, Florida 32802

If to the City: City Manager
 City of Winter Garden, Florida
 300 West Plant Street
 Winter Garden, Florida 34787

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

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

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.

6. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later (the “**Effective Date**”).

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *26 March*, 20*24*

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

By: *Jennifer Jan Kimetz*
for Deputy Clerk

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden



Executed on:

(SEAL)

FOR USE AND RELIANCE ONLY BY

APPROVED AS TO FORM AN
LEGALITY this 14th day of December,
2023

By: [Signature]
A Kurt Ardlaman, City Attorney

“CITY”

CITY OF WINTER GARDEN, a Florida
municipal corporation

By: [Signature]
John Rees, Mayor

Attest: [Signature]
Angela Grimmage, City Clerk

APPROVED BY THE CITY WINTER
GARDEN, FLORIDA AT THE CITY
COMMISSION AT A MEETING
HELD ON DECEMBER 14, 2023

Exhibit A
 1441 Basin Street PID 13-22-27-2258-00-001

OCPA Web Map

Major Roads	Proposed Rail	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Jurisdictions	Public Roads	Brick Road	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	County Boundary	Building
Toll Road	Road Under Construction	Proposed Sunrail	Agriculture	Parks	Hospital

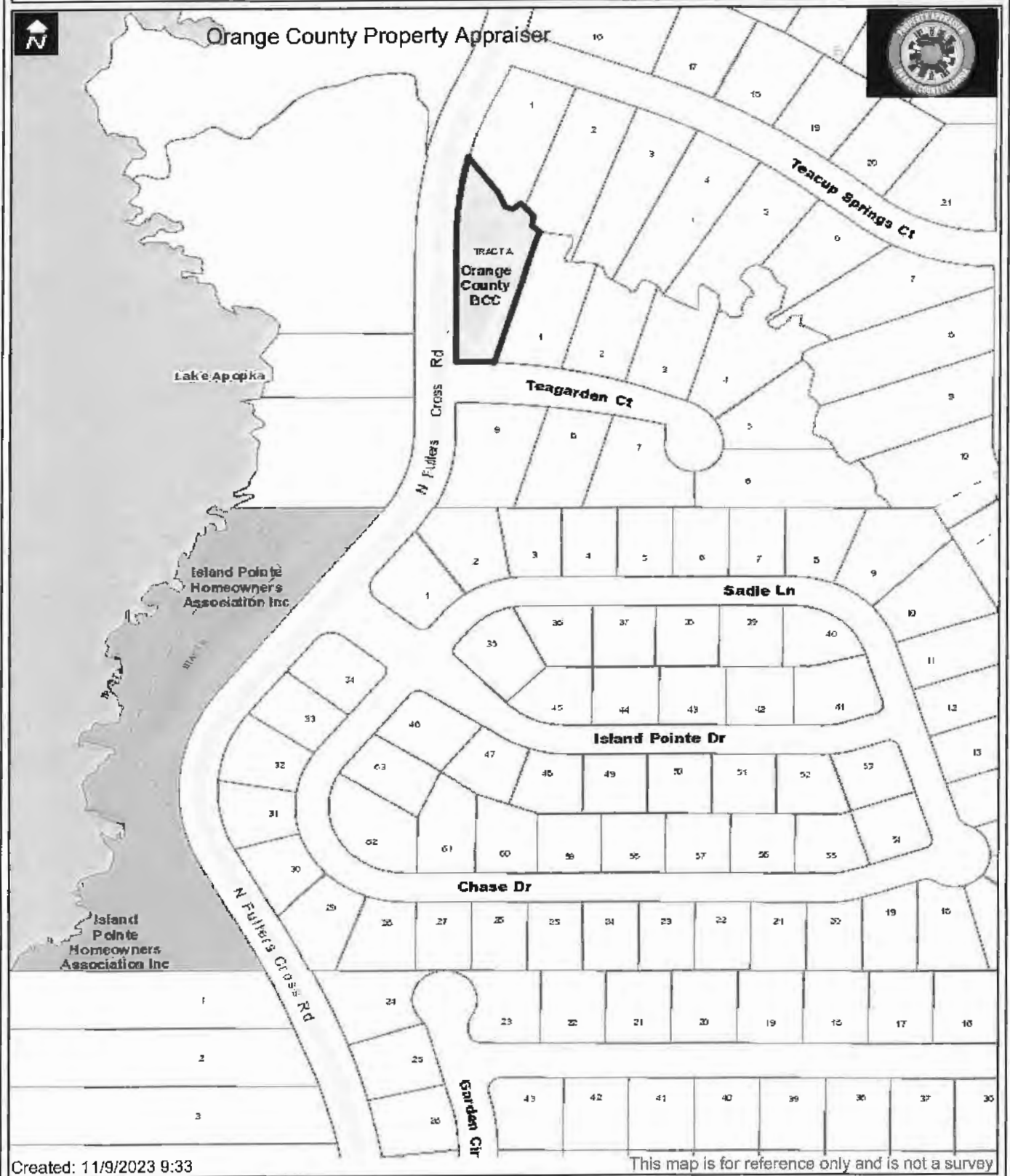


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This map is for reference only and is not a survey

Exhibit B
Teagarden Court PID 11-22-27-8595-00-001

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/ Institutional	Hydro	Golf Course
Florida Turnpike	Public Roads	Brick Road	Lot Line	Governmental/ Institutional/ Misc	Water Land	Lakes and Rivers
Interstate 4	Garage Roads	Rail Road	Residential	Commercial/ Industrial/ Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital



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This map is for reference only and is not a survey

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Exhibit "C"

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(1441 Basin Street)

COUNTY DEED

THIS DEED, made as of the date signed below, 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 City of Winter Garden, a municipal corporation created and existing under the laws of the State of Florida, whose address is 300 West Plan Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 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 EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

13-22-27-2258-00-001

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: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(1441 Basin Street)

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 as written below.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

FORM NOT FOR EXECUTION

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(1441 Basin Street)

Exhibit A

PID #13-22-27-2258-00-001

Tract A (Retention), Dunbar Manor, according to the plat thereof as recorded in Plat Book 11, Page 3, of the Public Records of Orange County, Florida.

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Exhibit "D"

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(Teagarden Court)

COUNTY DEED

THIS DEED, made as of the date signed below, 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 City of Winter Garden, a municipal corporation created and existing under the laws of the State of Florida, whose address is 300 West Plan Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 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 EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

11-22-27-8595-00-001

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: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(Teagarden Court)

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 as written below.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

FORM NOT FOR EXECUTION

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(Teagarden Court)

Exhibit A

PID #11-27-27-8595-00-001

Tract A (Stormwater Management Area), Teacup Springs Cove, according to the plat thereof as recorded in Plat Book 32, Page 104, of the Public Records of Orange County, Florida.

Exhibit "E"

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Assignment of Easement

This Assignment of Easement (the "**Assignment**") is made as of the latest day of execution (the "**Effective Date**") 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 ("**Assignor**"), to and in favor of City of Winter Garden, a municipal corporation established under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, FL 34787 ("**Assignee**").

A. Assignor is the holder of an easement interest pursuant to that certain Drainage Easement, recorded May 3, 1979, in Official Records Book 3005, Page 1231, of Public Records of Orange County, Florida (the "**Easement**").

B. By virtue of annexation by Assignee, all of the lands encumbered by the Easement, which lands are more particularly described in Exhibit "A" attached to this Assignment (the "**Annexed Lands**"), are now located within the jurisdictional limits of the City of Winter Garden.

C. Subject to the provisions of this Assignment and the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of the Easement and retention ponds, Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title, duties, obligations, and interest in the Easement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee 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, to the extent assignable, all of the Assignor's right, title, duties, obligations, and interest in the Easement.
3. Assumption. Assignee hereby assumes from Assignor all of Assignor's rights, duties, and obligations under the terms and conditions of the Easement, including the maintenance of existing easement areas, and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of the Easement.
4. Indemnification. Assignee will indemnify and hold harmless Assignor, its officials and employees, against any loss, cost, damage, or other expense (including attorneys' fees) that arises from Assignee's use of the Easement after the Effective Date. Assignor will indemnify and hold harmless Assignee, its officials and employees, against any loss, cost, damage, or other expense (including attorneys' fees) that arises from Assignor's use of the Easement on or before the Effective Date. Notwithstanding the foregoing, nothing in this Assignment is intended to be: (a) a waiver of the sovereign immunity of the Assignor or Assignee (each, an "**Indemnifying Party**") or the provisions of Section 768.28 of the Florida Statutes; or (b) an agreement by an Indemnifying Party to indemnify the other party for any loss, damage, or other matter, other than for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Indemnifying Party

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while acting within the scope of the employee's office or employment under circumstances in which the Indemnifying Party, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida; or (c) an agreement by Assignor or Assignee to pay a claim or a judgment which exceeds the limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Assignor and Assignee related to this Assignment and are not confined to tort liability.

[SIGNATURE PAGE AND EXHIBIT FOLLOW]

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Easement, as of the dates respectively written below.

(Official Seal)

ASSIGNOR

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

FORM NOT FOR EXECUTION

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

BY: _____
Deputy Clerk

Printed Name

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

ASSIGNEE

City of Winter Garden,
a Florida municipal corporation

FORM NOT FOR EXECUTION

Print Name: _____

John Rees, Mayor

Print Name: _____

Date: _____

Attest:

Angela Grimmage, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by John Rees, as Mayor, and Angela Grimmage, as City Clerk, of the City of Winter Garden, a Florida municipal corporation, on behalf of the corporation. They are personally known to me or produced _____ and _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

This instrument prepared by:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, FL 32802-1393

Exhibit "A"

FULLER'S CROSS ROAD - Drainage Easement #1 B

DRAINAGE EASEMENT

APR 24 1979

THIS INDENTURE, made the 17th day of April 1979, between

PAULINE E. OWEN

of the County of Orange and State of Florida, GRANTOR, and the COUNTY OF ORANGE in the State of Florida, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of \$ 1.00 paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a right-of-way and 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:

That part of:

230
Beg. 1195.26 feet N. & 300.3 feet W. of SE cor of Sec run W. 964.26 feet to Lake Apopka N. 10 deg. E. 747.12 feet to Branch S. 80 deg. E. 237.60 feet S. 48 deg. E. 495 feet South 39 deg. E. 352.44 feet to Point of Beginning.

Lying within the following described parcel of land:

For a point of reference, begin at the SE corner of Section 11, Township 22 South, Range 27 East, Orange County, Florida, as shown on survey drawing by Henrich, Incorporated, File #1481 certified on June 3, 1974; Run N. 00 deg. 16' 30" E., along the East line of said Section 11, a distance of 1195.26 feet; thence N. 89 deg. 43' 30" W., parallel with the South line of said Section 11, a distance of 1062.87 feet to a P. O. C. on the East Right of Way Line of Fuller's Cross Road concave Northwestwardly having a radius of 268.52 feet and a central angle of 27 deg. 51' 20"; Thence from a tangent bearing of N. 27 deg. 58' 47" E., run Northeastwardly along the arc of said curve and said Easterly Right of Way Line 130.35 feet to the P.T.; Thence North 00 deg. 07' 27" E., 334.64 feet to an iron pipe at the P.C. of a curve concave Easterly having a radius of 586.89 feet and a central angle of 12 deg. 38' 23"; Run thence northeasterly along the arc of said curve a distance of 129.47 feet to the Point of Beginning (P.O.B.) of this description; Thence continue Northeastwardly along aforesaid Easterly Right of Way Line and arc of said curve; 16 feet more or less to the center of Teacup Springs Creek; Thence Southeastwardly along the center of said creek 43 feet more or less; Thence S. 55 deg. 19' 04" W., 15 feet more or less to an iron pipe with Orange County cap lying 32.33 feet S. 34 deg. 40' 56" E. of the P. O. B.; Thence to the P. O. B.

Containing 580 square feet more or less.

THIS INSTRUMENT BEING RE-RECORDED TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION

TO HAVE AND TO HOLD said right-of-way and 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 the normal operation or maintenance of the drainage ditch, pipe or facility, out of and away from the herein granted right-of-way, and the Grantor, his heirs, successors and assigns, agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the drainage ditch, pipe or facility.

IN WITNESS WHEREOF, she have hereto set her hand and seal the day and year above written.

Signed, sealed and delivered in presence of:

Pauline E. Owen
NOTARY
Elmer W. Bandy

Pauline E. Owen (Seal)

THIS INSTRUMENT WAS PREPARED BY JANE J. JANE (Seal)

AT THE DIRECTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, ORANGE COUNTY COURTHOUSE, ORLANDO, FLORIDA.

STATE OF Florida

COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PAULINE E. OWEN

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 17th day of

April 19 79

Elmer W. Bandy
Notary Public.

My Commission expires: May 30, 1982

C-3D

1377140
1379854
12131
APR 27 11 17 AM '79
04 3003
845
1379854
MAR 3 12 18 PM '79
04 3005
12131

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

D.B. 3003 PG 846

D.B. 3005 PG 1232



RECORDED & RECORD VERIFIED

Harold A. Smith
County Comptroller, Orange Co., Fla.

RECORDED & RECORD VERIFIED

Harold A. Smith
County Comptroller, Orange Co., Fla.

13 APR 27 1975

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

~~APPROVED~~ MAR 26 2024

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

Assignment of Easement

This Assignment of Easement (the “**Assignment**”) is made as of the latest day of execution (the “**Effective Date**”) 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 (“**Assignor**”), to and in favor of City of Winter Garden, a municipal corporation established under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, FL 34787 (“**Assignee**”).

A. Assignor is the holder of an easement interest pursuant to that certain Drainage Easement, recorded May 3, 1979, in Official Records Book 3005, Page 1231, of Public Records of Orange County, Florida (the “**Easement**”).

B. By virtue of annexation by Assignee, all of the lands encumbered by the Easement, which lands are more particularly described in **Exhibit “A”** attached to this Assignment (the “**Annexed Lands**”), are now located within the jurisdictional limits of the City of Winter Garden.

C. Subject to the provisions of this Assignment and the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of the Easement and retention ponds, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title, duties, obligations, and interest in the Easement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee 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, to the extent assignable, all of the Assignor’s right, title, duties, obligations, and interest in the Easement.
3. **Assumption.** Assignee hereby assumes from Assignor all of Assignor’s rights, duties, and obligations under the terms and conditions of the Easement, including the maintenance of existing easement areas, and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of the Easement.
4. **Indemnification.** Assignee will indemnify and hold harmless Assignor, its officials and employees, against any loss, cost, damage, or other expense (including attorneys’ fees) that arises from Assignee’s use of the Easement after the Effective Date. Assignor will indemnify and hold harmless Assignee, its officials and employees, against any loss, cost, damage, or other expense (including attorneys’ fees) that arises from Assignor’s use of the Easement on or before the Effective Date. Notwithstanding the foregoing, nothing in this Assignment is intended to be: (a) a waiver of the sovereign immunity of the Assignor or Assignee (each, an “**Indemnifying Party**”) or the provisions of Section 768.28 of the Florida Statutes; or (b) an agreement by an Indemnifying Party to indemnify the other party for any loss, damage, or other matter, other than for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Indemnifying Party

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

while acting within the scope of the employee's office or employment under circumstances in which the Indemnifying Party, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida; or (c) an agreement by Assignor or Assignee to pay a claim or a judgment which exceeds the limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Assignor and Assignee related to this Assignment and are not confined to tort liability.

[SIGNATURE PAGE AND EXHIBIT FOLLOW]

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Easement, as of the dates respectively written below.

(Official Seal)



ASSIGNOR

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *2 April 2024*

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

BY: *Jennifer Lora Kimetz*
Deputy Clerk
Jennifer Lora Kimetz
Printed Name

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

ASSIGNEE

City of Winter Garden,
a Florida municipal corporation

Brenish Tanico
Print Name: Brenish Tanico

John Rees
John Rees, Mayor

Date: 1/11/2024

Haley Murphy
Print Name: Haley Murphy

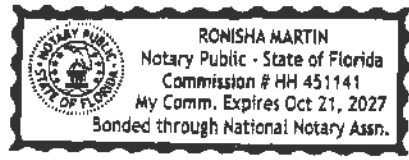
Attest:
Angela J. Grimage
Angela Grimage, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11TH day of JANUARY, 2024 by John Rees, as Mayor, and Angela Grimage, as City Clerk, of the City of Winter Garden, a Florida municipal corporation, on behalf of the corporation. They are personally known to me or produced _____ and _____ as identification.

Ronisha Martin

Notary Public, State of Florida
Print Name: RONISHA MARTIN
My Commission Expires: 10/21/2027



This instrument prepared by:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, FL 32802-1393

Exhibit "A"

FULLER'S CROSS ROAD - Drainage Easement #1 B

DRAINAGE EASEMENT

APR 24 1979

THIS INDENTURE, made the 17th day of April 1979 between

PAULINE E. OWEN

of the County of Orange and State of Florida, GRANTOR, and the
COUNTY OF ORANGE, in the State of Florida, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of \$ 1.00 paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a right-of-way and 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:

That part of:

Reg. 1195.26 feet N. & 300.3 feet W. of SE cor of Sec run W. 964.26 feet to Lake Apopka N. 10 deg. E. 747.12 feet to Branch S. 80 deg. E. 237.60 feet S. 48 deg. E. 495 feet South 30 deg. E. 352.44 feet to Point of Beginning.

Lying within the following described parcel of land:

For a point of reference, begin at the SE corner of Section 11, Township 22 South, Range 27 East, Orange County, Florida, as shown on survey drawing by Henrich, Incorporated, File #1481 certified on June 3, 1974; Run N. 00 deg. 16' 30" E., along the East line of said Section 11, a distance of 1195.26 feet; thence N. 89 deg. 43' 30" W., parallel with the South line of said Section 11, a distance of 1062.87 feet to a P. O. C. on the East Right of Way Line of Fuller's Cross Road concave Northwesterly having a radius of 268.52 feet and a central angle of 27 deg. 51' 20"; Thence from a tangent bearing of N. 27 deg. 58' 47" E., run Northeasterly along the arc of said curve and said Easterly Right of Way line 130.55 feet to the P.T.; Thence North 00 deg. 07' 27" E., 334.64 feet to an iron pipe at the P.C. of a curve concave Easterly having a radius of 586.89 feet and a central angle of 12 deg. 38' 23"; Run thence northeasterly along the arc of said curve a distance of 129.47 feet to the Point of Beginning (P.O.B.) of this description; Thence continue Northeasterly along aforesaid Easterly Right of Way Line and arc of said curve; 15 feet more or less to the center of Teacup Springs Creek; Thence Southeasterly along the center of said creek 43 feet more or less; Thence S. 55 deg. 19' 04" W., 15 feet more or less to an iron pipe with Orange County cap lying 32.33 feet S. 34 deg. 40' 56" E. of the P. O. B.; Thence to the P. O. B.

Containing 580 square feet more or less.

THIS INSTRUMENT BEING RE-RECORDED TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION.

TO HAVE AND TO HOLD said right-of-way and 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 the normal operation or maintenance of the drainage ditch, pipe or facility, out of and away from the herein granted right-of-way, and the Grantor, his heirs, successors and assigns, agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the drainage ditch, pipe or facility.

IN WITNESS WHEREOF, she have hereto set her hand and seal the day and year above written.

Signed, sealed and delivered in presence of:

Pauline E. Owen (Seal)

Pauline E. Owen (Seal)

Elwin W. Barmby (Seal)

THIS INSTRUMENT WAS PREPARED BY (Seal)

AT THE DIRECTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, ORANGE COUNTY COURTHOUSE, ORLANDO, FLORIDA.

STATE OF Florida
COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PAULINE E. OWEN

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 17th day of

April 19 79

Elwin W. Barmby
Notary Public.

My Commission expires: May 20, 1982

C-3D

1377140 ORANGE COUNTY, FLORIDA
APR 27 11 17 AM '79
O.R. 3003 P. 845
1379854 ORANGE COUNTY, FLORIDA
APR 27 12 26 PM '79
O.R. 3005 P. 1231

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden

O.S. 3003 PG 846

O.S. 3005 PG 1232

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ORANGE
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RECORDED & RECORD VERIFIED

Harold B. ...
County Comptroller, Orange Co., Fla.

RECORDED & RECORD VERIFIED

Harold B. ...
County Comptroller, Orange Co., Fla.

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1981 JUN 10 10 11 AM '79

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAR 26 2024

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(Teagarden Court)

COUNTY DEED

THIS DEED, made as of the date signed below, 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 City of Winter Garden, a municipal corporation created and existing under the laws of the State of Florida, whose address is 300 West Plan Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 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 EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

11-22-27-8595-00-001

TO HAVE AND TO HOLD the same together with all and singular the appurtenances therunto 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: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(Teagarden Court)

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

(Official Seal)



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: Bunker Bunker
Jerry L. Demings
Orange County Mayor

DATE: 26 March 2024

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

BY: Jennifer Jan Kimetz
for Deputy Clerk
Jennifer Lara - Kimetz
Printed Name

This instrument prepared by:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(Teagarden Court)

Exhibit A

PID #11-22-27-8595-00-001

Tract A (Stormwater Management Area), Teacup Springs Cove, according to the plat thereof as recorded in Plat Book 32, Page 104, of the Public Records of Orange County, Florida.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 26 2024

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(1441 Basin Street)

COUNTY DEED

THIS DEED, made as of the date signed below, 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 City of Winter Garden, a municipal corporation created and existing under the laws of the State of Florida, whose address is 300 West Plan Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 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 EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

13-22-27-2258-00-001

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: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(1441 Basin Street)

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 as written below.

(Official Seal)



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: Bryan W. Burt
Jerry L. Demings
Orange County Mayor

DATE: 26 March 2024

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

BY: Jennifer Lara-Klimetz
Deputy Clerk
602
Jennifer Lara-Klimetz
Printed Name

This instrument prepared by:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

Project: Teagarden Court and Basin Street
Pond Transfer to Winter Garden
(1441 Basin Street)

Exhibit A

PID #13-22-27-2258-00-001

Tract A (Retention), Dunbar Manor, according to the plat thereof as recorded in Plat Book 11, Page 3, of the Public Records of Orange County, Florida.