

**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.

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**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: \_\_\_\_\_

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**ASSIGNEE:**

**CITY OF WINTER GARDEN, FLORIDA**

By: City Commission

By: *John Rees*  
John Rees, Mayor

Attest: *Angela D. Grimmage*  
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 and Reliance only by  
The City of Winter Garden**  
By: *Kurt Ardaman*  
A. Kurt Ardaman, City Attorney

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**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

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:

DR3866 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:

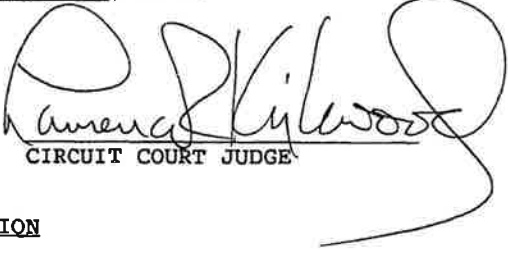
Celeste Poole, also known as Celesta Poole, also known as  
Celesta P. Pool, also known as Celestie Pool  
65 Corseter  
Winter Garden, FL 32787  
And  
Shirley Poole  
65 Corseter  
Winter Garden, FL 32787

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.

  
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>th</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

  
Celeste Poole

By: 

~~James LeGette~~ John W. Scruggs, Jr.  
Assistant County Attorney

  
Shirley Poole

OR3866 PG0420

RECORDED & RETURNED

  
County Comptroller, Orange Co. FL

0866v

*no copies + no envelopes of*

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 10 2006 *LOH/ON*



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 8 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.

Signed, sealed, and delivered  
in the presence of:

Jessica Witcher  
Witness

Jessica Witcher  
Printed Name

Cam Straub  
Witness

Cam Straub  
Printed Name

Barclay Stoneybrook Partners, LLC, a Florida  
limited liability company

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



My commission expires: 5-19-2008

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

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 17-6

SEE SHEET 2 FOR MAP

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

5850 LAKEHURST DRIVE SUITE 150-33 LB #6529  
ORLANDO, FLORIDA 32819  
TEL (407) 352-7181  
FAX 298-6630

BY: Gary A. Burden 5-17-06

GARY A. BURDEN DATE  
FLORIDA REGISTRATION NO. 3691

SCALE 1" = 100 FEET

DRAWN BY GJS

REVISIONS

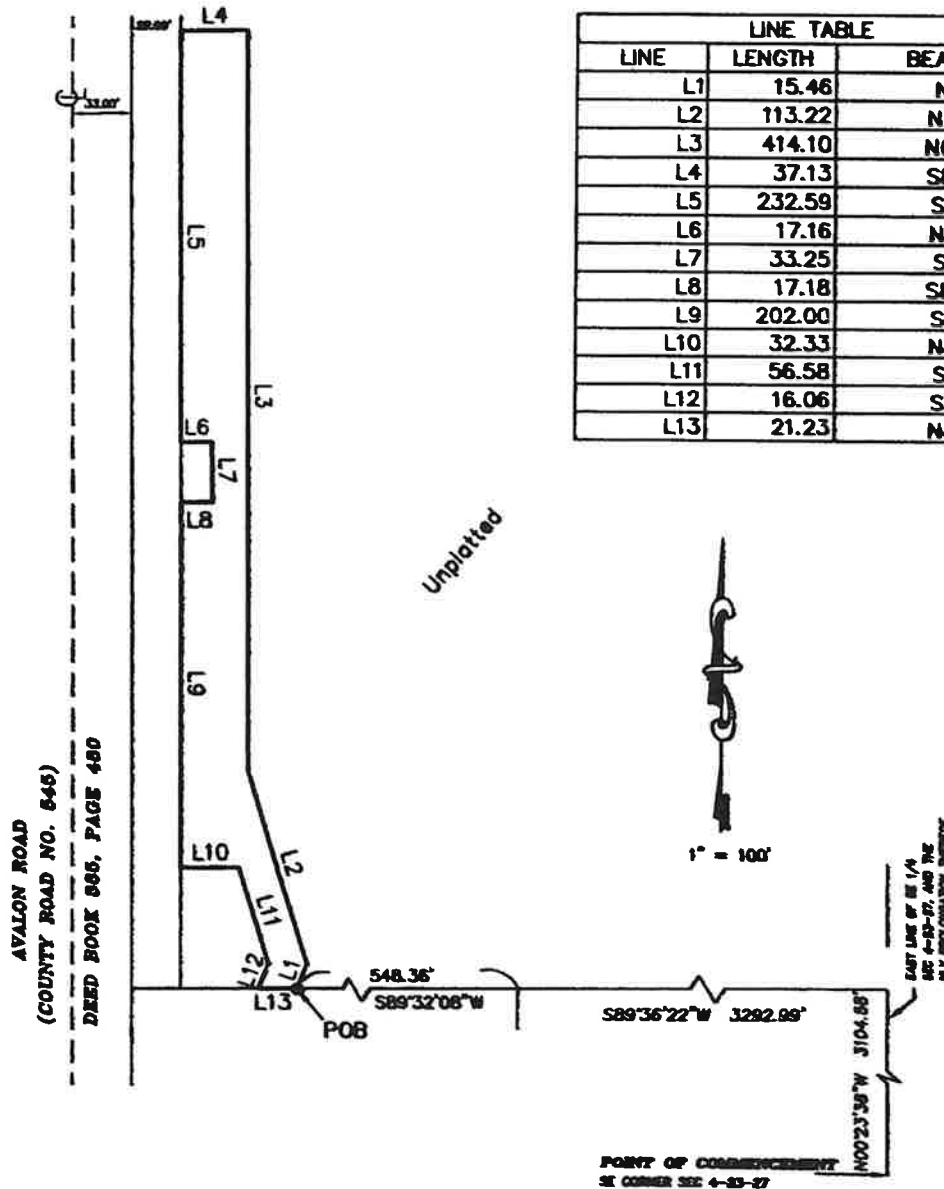
JOB NUMBER

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-4-23-27=SECTION; TOWNSHIP; RANGE  
POB-POINT OF BEGINNING

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

5850 LAKEHURST DRIVE SUITE 150-33 LB #6529  
ORLANDO, FLORIDA 32819  
TEL (407) 352-7181  
FAX 298-6630

SEE SHEET 1 FOR LEGAL

SCALE 1" = 100 FEET  
DRAWN BY GJS  
REVISIONS

JOB NUMBER  
04021DE

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SHEET 2 OF 2