



Interoffice Memorandum

May 26, 2021

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

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

CONTACT PERSON: Maricela Torres, P.E., Interim Manager
Roads & Drainage Division

PHONE NUMBER: (407) 836-7970

SUBJ: **Interlocal Agreement between Orange County and the City of Ocoee regarding the transfer of jurisdiction of North Lakewood Avenue**

The City of Ocoee (City) has requested the County transfer the Deed for portions of North Lakewood Avenue from 481.77 feet south of Fullers Cross Road to the southern limited access right-of-way line of State Road 429 and the eastern right-of-way line of North Lakewood Avenue to the southern right-of-way line of Clarcona-Ocoee Road.

In accordance with Florida Statutes, a County Deed has been prepared which transfers all interest, authority, and responsibility over that portion of North Lakewood Avenue. Approval of this Agreement transfers responsibility for maintaining that portion of North Lakewood Avenue to the City of Ocoee.

The County Attorney's Office has reviewed the Agreement and found it acceptable.

Action Requested: Approval and execution of (1) Interlocal Agreement between the City of Ocoee, Florida and Orange County, Florida regarding the transfer of jurisdiction of North Lakewood Avenue; (2) County Deed for North Lakewood Avenue by Orange County to the City of Ocoee; and (3) Assignment of Drainage Easement by Orange County to the City of Ocoee. District 2.

MT/GS/rs

Attachment(s)

INTERLOCAL AGREEMENT

between the

CITY OF OCOEE, FLORIDA

and

ORANGE COUNTY, FLORIDA

regarding the

**TRANSFER OF JURISDICTION OF
NORTH LAKEWOOD AVENUE**

Approved by the City of Ocoee
City Commission

April 20, 2021

Approved by the Orange County
Board of County Commissioners

JUN 08 2021, 2021

INTERLOCAL AGREEMENT
between the
CITY OF OCOEE, FLORIDA
and
ORANGE COUNTY, FLORIDA
regarding the
TRANSFER OF JURISDICTION OF
NORTH LAKEWOOD AVENUE

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **City of Ocoee, Florida**, a municipal corporation, created and existing under the laws of the State of Florida (“City”), and **Orange County, Florida**, a Charter County and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into an agreement with another governmental entity or agency for joint performance, or performance by one entity or agency on behalf of the other, of any of either entity’s or agency’s authorized functions;

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over, two portions of the County functionally classified road known as **North Lakewood Avenue**, which two portions are generally described as a north-south portion and an east-west portion, and are more particularly depicted in **Appendix "A"** attached hereto;

WHEREAS, this Interlocal Agreement is intended to address the transfer of those two portions of such road from the County road system to the City street system;

WHEREAS, in conjunction with such transfer, the City desires to accept an assignment of the County's rights and duties under that certain Ocoee-Clarcona Road Drainage Easement recorded at OR Book 1689, Page 761 of the Official Records of Orange County, Florida;

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

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

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

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

2. **Transfer of Jurisdiction.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the north-south and east-west portions of North Lakewood Avenue depicted in **Appendix “A.”** More specifically, the southern limit of the north-south portion of North Lakewood Avenue is 481.77 feet south of the Section line for Section 5, Township 22 South, Range 28 East and the northern limit is the southern limited access right-of-way line for State Road 429. The western limit of the east-west portion is the eastern right-of-way line of North Lakewood Avenue and the eastern limit is the southern right-of-way line of Clarcona-Ocoee Road (the “Road”).

3. **Scope.** The City’s jurisdiction over the Road means the authority and responsibility to maintain, control, repair, and improve the Road, and to control, regulate, warn, and guide traffic on the Road pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Road. Henceforth, the Road is deemed to be part of the “City street system,” for purposes of operation, maintenance, and control of traffic.

4. **Torts.** Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts regarding the Road shall be in the City.

5. **Powers.** Except as may be otherwise provided by law or this Interlocal Agreement, and pursuant to Section 337.29(3), Florida Statutes, the City shall have the same governmental, corporate, and proprietary powers with relation to the Road that the City has with relation to other public roads and rights-of-way within the City.

6. **Future Realignment and Vacation.** The County understands and recognizes that, subsequent to the transfer of the Road, the City intends to vacate portions of the Road and realign the road network as depicted in **Appendix “B”** attached hereto.

7. **Modification of Traffic; Speed Limit; Weight Limits; Road Closures.** The City agrees that it shall not:

- A. alter, modify or regulate traffic on the Road, or any portion thereof, in such a manner as will reduce or impede the flow of traffic on the Road, or any portion thereof (for example, through the installation of traffic calming devices, speed humps, speed bumps, or roundabouts), excluding the realignment and vacation of portions of the Road as referenced above;
- B. reduce the speed limit of the Road below 35 miles per hour;
- C. set weight limits or prohibit or restrict certain types of traffic (for example, truck traffic) on the Road, or any portion thereof; or
- D. close or barricade the Road, or any portion thereof, to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, or miscellaneous special events, such as road races.

8. **Dedication and Acceptance.** For the Road, or any portion thereof, that was heretofore dedicated, and that the County heretofore accepted, the County hereby dedicates the Road, and any portion thereof, to the City, and the City hereby accepts such dedication.

9. **Deed.** The County shall execute and deliver a deed in favor of the City substantially in the form attached hereto as **Appendix “C,”** for any portion of the Road that the County holds, or may hold, in fee, specifically described in the legal descriptions and sketches of

description of **Schedule “A”** attached to **Appendix “C”** (the “Deed”). Within ten (10) days after receipt of the Deed, the City shall accept the Deed by recording it in the Official Records of Orange County at the City’s expense.

10. Vesting of Title. Upon the recording of the Deed pursuant to Section 9, above, title in the Road shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

11. Assignment of Drainage Easement. Furthermore, the County shall execute and deliver an assignment of its rights and duties under the Drainage Easement recorded at OR Book 1689, Page 761, to the City, substantially in the form attached hereto as **Appendix “D”** (the “Assignment”). Within ten (10) days after receipt of the Assignment, the City shall accept the Assignment by recording it in the Official Records of Orange County at the City’s expense.

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

13. 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.

14. 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.

15. 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.

16. Governing Law; Venue; Attorney's Fees and Costs.

- A. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- B. 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.
- C. 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.

17. Entire Agreement. This Interlocal Agreement, along with its exhibits, constitutes the entire Interlocal 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.

18. **Amendments.** This Interlocal Agreement may be amended only by express written instrument approved by the City Commission and the Board of County Commissioners, and executed by the authorized officer of each party.

19. **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.

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

If to the City: Robert D. Frank
 City Manager
 City of Ocoee
 150 N. Lakeshore Drive
 Ocoee, Florida 34761
 Phone: (407) 905-3111
 Email: rfrank@ocoe.org
 Telecopy: (407) 905-3118

With a copy to: Scott A. Cookson
 City Attorney
 1000 Legion Place #1700
 Orlando, Florida 32801
 Phone: (407) 581-9800
 Email: scookson@shuffieldlowman.com
 Telecopy: (407) 581-9801

If to the County: Joseph C. Kunkel
Director, Orange County Public Works
4200 South John Young Parkway
Orlando, Florida 32839
Phone: (407) 836-7970
Email: Joseph.Kunkel@ocfl.net
Telecopy: (407) 836-7716

With a copy to: Jeffrey J. Newton
County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32801
Phone: (407) 836-7320
Email: Jeffrey.Newton@ocfl.net
Telecopy: (407) 836-5888

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

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

[Signatures to Follow]

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the dates indicated below.

CITY OF OCOEE, FLORIDA

By: City Commission

By: [Signature]
Rusty Johnson, Mayor

Date: April 20, 2021

Attest:

By: [Signature]
Melanie Sibbitt, City Clerk

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON April 20, 2021 UNDER AGENDA ITEM NO. 4.

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA.

Approved as to form and legality this 20th day of APRIL, 2021.

Shuffield, Lowman & Wilson, P.A.

By: [Signature]
City Attorney

ORANGE COUNTY, FLORIDA

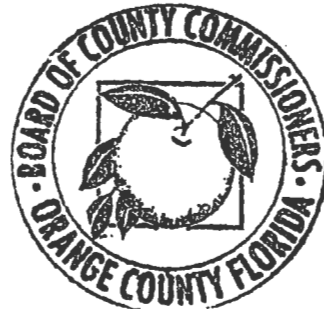
By: Board of County Commissioners

By: [Signature]
for Jerry L. Demings, Mayor

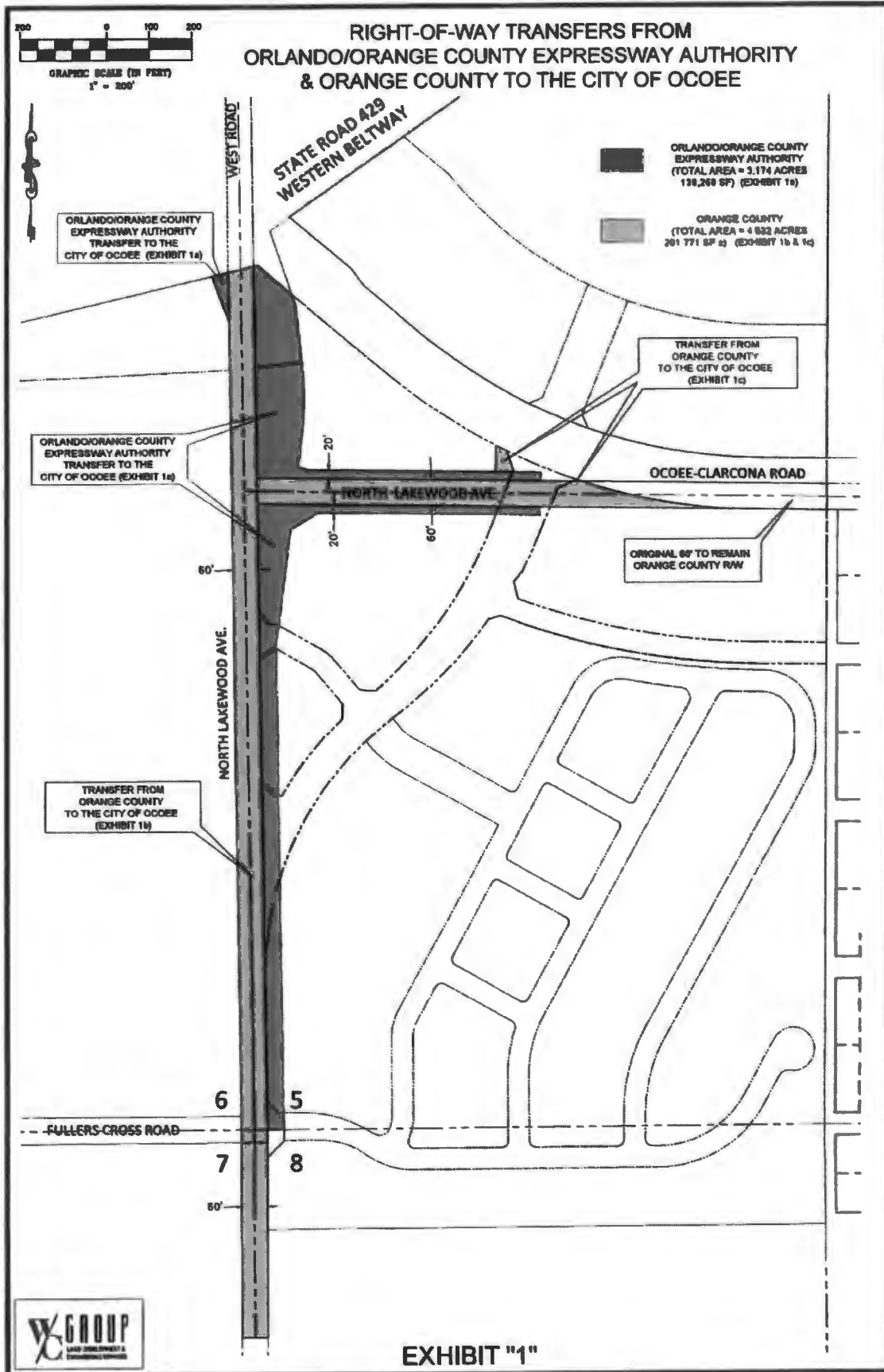
Date: JUN 08 2021, 2021

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

By: [Signature]
Deputy Clerk



Appendix "A"



Appendix "B"

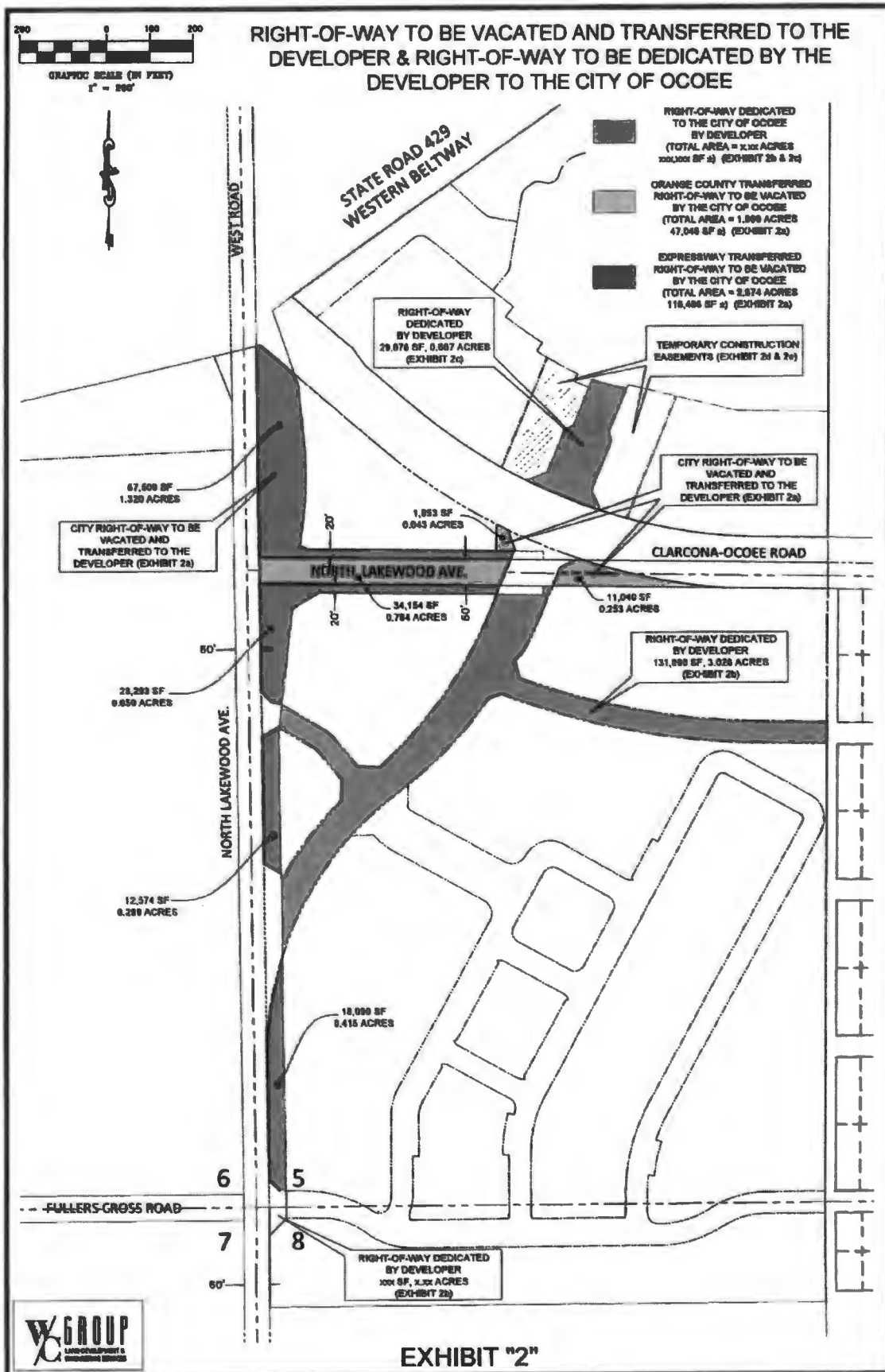


EXHIBIT "2"

Appendix "C"

Project: Interlocal Agreement between the City of Ocoee and Orange County regarding the Transfer of Jurisdiction of North Lakewood Avenue

COUNTY DEED FOR NORTH LAKEWOOD AVENUE

THIS DEED, dated _____, 2021, by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY OF OCOEE, a municipal corporation, under the laws of the state of Florida, whose address is 150 N. Lakeshore Dr., Ocoee, Florida 34761, GRANTEE.

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

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number(s):

Unassigned

THIS COUNTY DEED is being given for North Lakeshore Avenue in accordance with the Interlocal Agreement between the City of Ocoee and Orange County regarding the transfer of jurisdiction of North Lakeshore Avenue.

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

Project: Interlocal Agreement between the City of Ocoee and Orange County regarding the Transfer of Jurisdiction of North Lakewood Avenue

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

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name . _____



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

**SKETCH AND DESCRIPTION
ONLY (NOT A SURVEY)**

DESCRIPTION:

Portions of Sections 5, 6, 7 and 8, Township 22 South, Range 28 East, Orange County, Florida, being a portion of the right-of-way for North Lakewood Avenue and Westbridge Court more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°43'59" East along the South line of the Southwest 1/4 of said Section 5, a distance of 30.00 feet to the POINT OF BEGINNING, said point lying on the East right-of-way line of North Lakewood Avenue (Formerly West Road); thence departing from the South line of the Southwest 1/4 of said Section 5, run South 00°11'35" East along said East right-of-way line, a distance of 481.77 feet; thence departing from said East right-of-way line, run South 89°48'25" West, a distance of 60.00 feet to the West right-of-way line of said North Lakewood Avenue; thence North 00°11'35" West along said West right-of-way line, a distance of 481.75 feet to the intersection of the South line of the Southeast 1/4 of said Section 6 and the West line of the East 30.00 feet of the Southeast 1/4 said Section 6; thence North 00°53'06" West along the West line of the East 30.00 of the Southeast 1/4 of said Section 6 and the West right-of-way line of said North Lakewood Avenue, a distance of 1,965.74 feet to a point lying on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando-Orange County Expressway Authority Right-of Way Map, Section 75320-6460-602/603; thence North 77°03'49" East along said line, a distance of 61.35 feet to a point lying on the East line of the West 30.00 feet of the Southwest 1/4, of said Section 5; thence South 00°53'06" East along said East line, a distance of 484.40 feet to Southwest corner of Parcel 62-161 Right-of-Way 'A' as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence South 89°10'10" East along the South line of said Parcel 62-161 Right-of-Way 'A' and the Easterly extension thereof, a distance of 750.50 feet to a point on the arc of a non-tangent curve concave to the North, the radius point of which bears North 18°03'30" East; thence Easterly along said curve having a radius of 1,385.18 feet, a central angle of 14°02'15" for an arc distance of 339.37 feet to a point on the South right-of-way line of Clarcona-Ocoee Road; thence North 89°10'10" West along a non-tangent line, being the North line and the Easterly extension thereof, of Parcel 62-161 Right-of-Way 'B' as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records, a distance of 1,081.87 feet to a point lying on the East line of the West 30.00 feet of the Southwest 1/4 of said Section 5, said point also being the Northwest corner of said Parcel 62-161 Right-of-Way 'B'; thence South 00°53'06" East along said East line, a distance of 1,434.83 feet to the POINT OF BEGINNING.

Said lands containing 4.589 acres (199,884 square feet), more or less.

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID EAST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
- WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

R/W TRANSFER

(NORTH LAKEWOOD AVENUE & WESTBRIDGE COURT)

PROJECT NAME: OCOEE VILLAGE

LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

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SHEET 1 OF 2

2018-017

PROJECT NO.

REVISIONS	DATE	BY
Revised	9/10/19	BF

DATE: 4/29/19	DRAWN BY: BF	CHECKED BY: WW	FIELD BOOK: N/A
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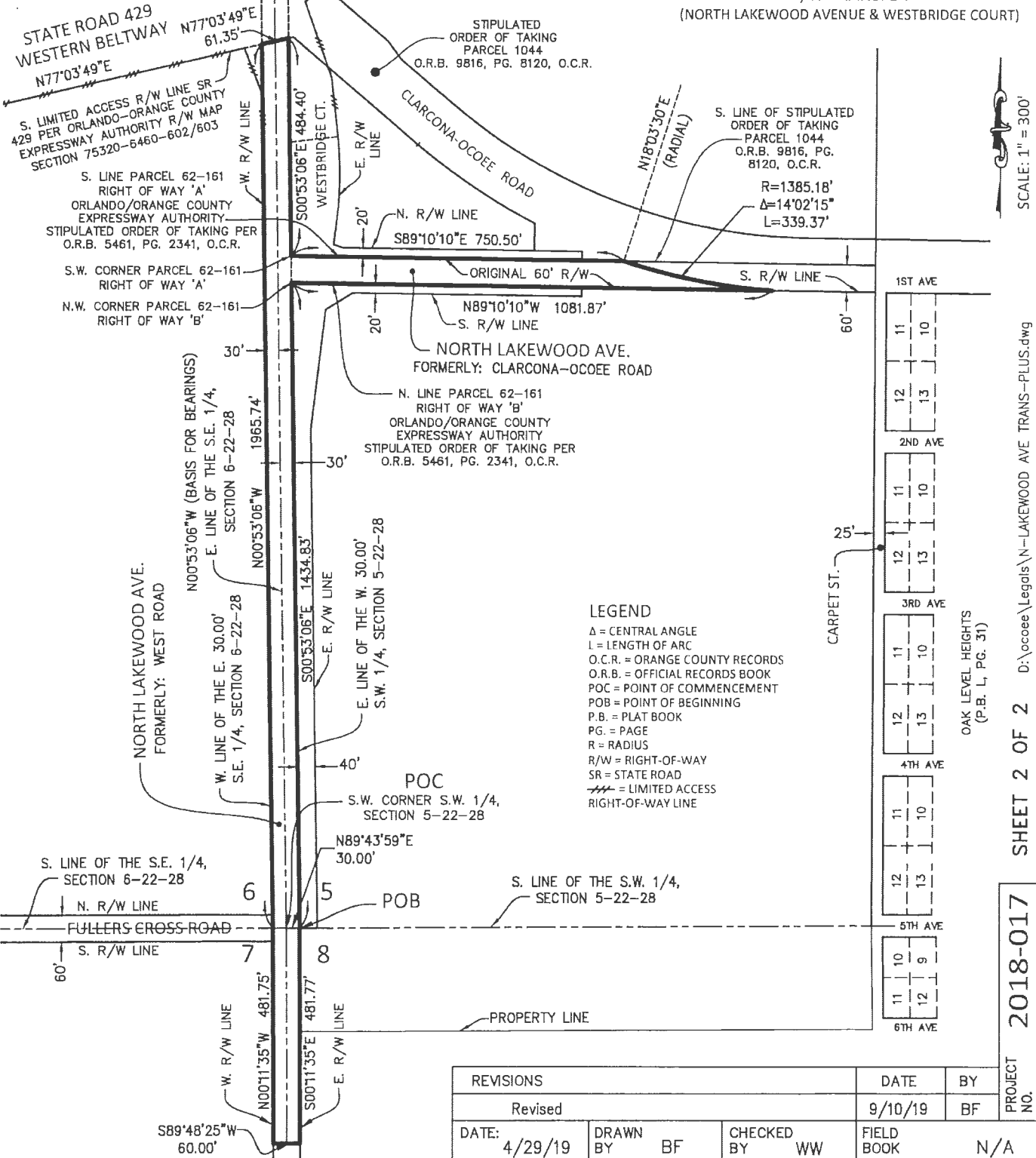
**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

R/W TRANSFER
(NORTH LAKEWOOD AVENUE & WESTBRIDGE COURT)



REVISIONS		DATE	BY
Revised		9/10/19	BF
DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
4/29/19	BF	WW	N/A



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

Portions of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of the Public Records of Orange County, Florida, lying in the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being a portion of the right-of-way for Clarcona-Ocoee Road more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 00°53'06" West along the West line of the Southwest 1/4, of said Section 5, a distance of 1,517.98 feet; thence departing from said West line, run North 89°06'54" East, a distance of 127.16 feet to a point on the North right-of-way line of North Lakewood Avenue (Formerly Clarcona-Ocoee Road), the following two (2) courses being along said North right-of-way line; thence South 71°13'20" East, a distance of 20.58 feet; thence South 89°10'10" East, a distance of 432.14 feet to the POINT OF BEGINNING, thence North 00°49'50" East along a West boundary of said Parcel 1044, a distance of 60.69 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 27°04'46" East; thence Southeasterly along said curve having a radius of 1,385.18 feet, a central angle of 01°10'23" for an arc distance of 28.36 feet; thence South 20°49'04" East along a non-tangent line, a distance of 47.99 feet; thence South 22°27'30" West, a distance of 4.10 feet to a point hereinafter known as Point "A"; thence North 89°10'10" West along a South boundary of said Parcel 1044, a distance of 41.75 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at said Point "A", the following three (3) courses being along the South boundary of said Parcel 1044; thence South 89°10'10" East, a distance of 66.11 feet; thence South 00°49'50" West, a distance of 20.00 feet; thence South 89°10'10" East, a distance of 75.29 feet to the POINT OF BEGINNING; thence North 65°30'31" East, a distance of 8.49 feet to a point on the arc of a non-tangent curve concave to the North, the radius point of which bears North 18°33'31" East; thence Easterly along said curve having a radius of 1,385.18 feet, a central angle of 00°30'01" for an arc distance of 12.09 feet; thence North 89°10'10" West along a non-tangent line and the South boundary of said Parcel 1044, a distance of 19.21 feet to the POINT OF BEGINNING.

Containing 0.043 acres (1,887 square feet), more or less.

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
- WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

R/W TRANSFERS (CLARCONA-OCOEE ROAD)

PROJECT NAME: OCOEE VILLAGE
LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

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SHEET 1 OF 2

2018-017

PROJECT NO.

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
			3/27/19	BF	WW	N/A

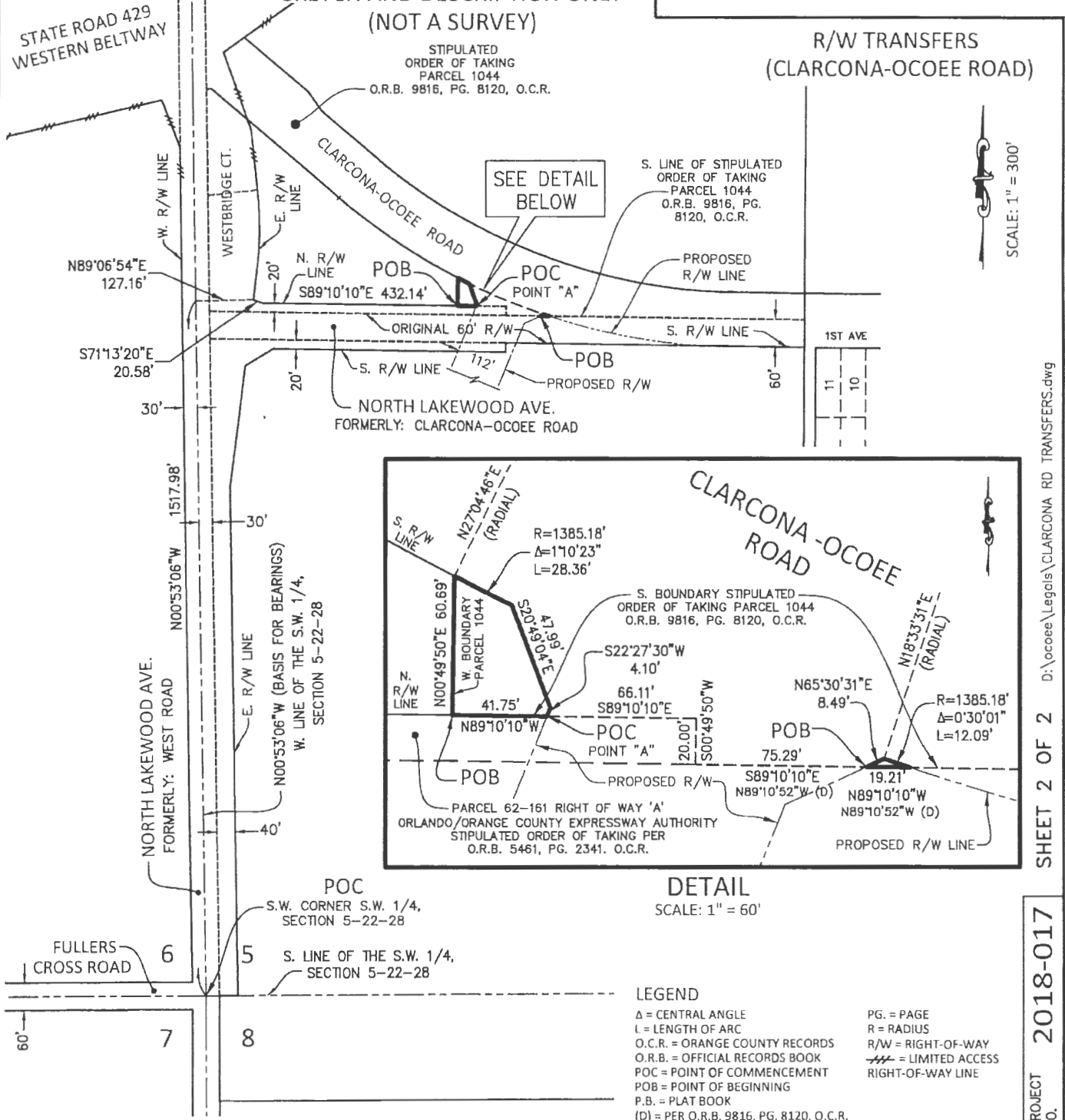


WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

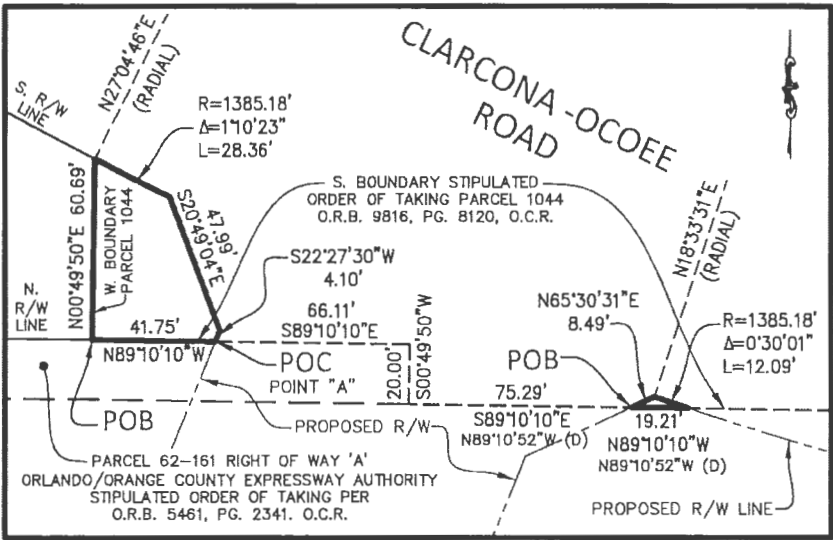
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)



R/W TRANSFERS
(CLARCONA-OCOEE ROAD)



DETAIL
SCALE: 1" = 60'

- LEGEND**
- Δ = CENTRAL ANGLE
 - L = LENGTH OF ARC
 - O.C.R. = ORANGE COUNTY RECORDS
 - O.R.B. = OFFICIAL RECORDS BOOK
 - POC = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - P.B. = PLAT BOOK
 - (D) = PER O.R.B. 9816, PG. 8120, O.C.R.
 - PG. = PAGE
 - R = RADIUS
 - R/W = RIGHT-OF-WAY
 - = LIMITED ACCESS RIGHT-OF-WAY LINE

D:\ocoece\Legals\CLARCONA RD TRANSFERS.dwg SHEET 2 OF 2 PROJECT NO. 2018-017

REVISIONS	DATE	BY	DATE:	DRAWN BY:	CHECKED BY:	FIELD BOOK
			3/27/19	BF	WW	N/A

Appendix "D"

**Project: Interlocal Agreement between the City of Ocoee and Orange County for Transfer of Jurisdiction of
North Lakewood Avenue**

ASSIGNMENT OF DRAINAGE EASEMENT

THIS ASSIGNMENT OF DRAINAGE EASEMENT (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 OCOEE, a municipal corporation under the laws of the State of Florida, whose address is 150 N. Lakeshore Dr., Ocoee, Florida 34761 ("Assignee").

WHEREAS, Assignor is the Grantee under a Drainage Easement between Horace N. Baker and Grace H. Baker, his wife, as the Grantors, and Orange County, dated December 5, 1967, and recorded at OR Book 1689, Page 761, Public Records of Orange County, Florida, regarding the lands situated in Orange County, to wit:

South 10 feet of the north 231 feet of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$
Section 8, Township 22 South, Range 28 East

and

WHEREAS, subject to the provisions herein, and to the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of North Lakewood Avenue, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, title, duties, obligations, and interest in the above referenced Drainage Easement.

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, title, duties, obligations, and interest to the above referenced Drainage Easement.

Project: Interlocal Agreement between the City of Ocoee and Orange County for Transfer of Jurisdiction of North Lakewood Avenue

3. *Assumption.* Assignee hereby assumes from Assignor all of Assignor's rights, duties, and obligations under the terms and conditions of the Drainage Easement, and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of the Drainage Easement.

IN WITNESS WHEREOF, the Assignor hereto has executed this Assignment of Drainage Easement 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: _____, 2021

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

By: _____
Deputy Clerk
Print Name: _____

**Project: Interlocal Agreement between the City of Ocoee and Orange County for Transfer of Jurisdiction of
North Lakewood Avenue**

ASSIGNEE:
CITY OF OCOEE, FLORIDA
By: City Commission

By: _____
Rusty Johnson, Mayor

Date: _____, 2021

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 0 8 2021

Project: Interlocal Agreement between the City of Ocoee and Orange County regarding the Transfer of Jurisdiction of North Lakewood Avenue

COUNTY DEED FOR NORTH LAKEWOOD AVENUE

THIS DEED, dated **JUN 0 8 2021**, 2021, by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY OF OCOEE, a municipal corporation, under the laws of the state of Florida, whose address is 150 N. Lakeshore Dr., Ocoee, Florida 34761, GRANTEE.

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

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number(s):

Unassigned

THIS COUNTY DEED is being given for North Lakeshore Avenue in accordance with the Interlocal Agreement between the City of Ocoee and Orange County regarding the transfer of jurisdiction of North Lakeshore Avenue.

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

Project: Interlocal Agreement between the City of Ocoee and Orange County regarding the Transfer of Jurisdiction of North Lakewood Avenue

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



ORANGE COUNTY, FLORIDA
By Board of County Commissioners

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

Date: *10 June 2020*

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

By: *Craig Stopyla*
for Deputy Clerk

Printed Name *Craig Stopyla*



WOHLFARTH CONSULTING GROUP LLC

ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
 ALTAMONTE SPRINGS, FLORIDA 32714
 (407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

Portions of Sections 5, 6, 7 and 8, Township 22 South, Range 28 East, Orange County, Florida, being a portion of the right-of-way for North Lakewood Avenue and Westbridge Court more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°43'59" East along the South line of the Southwest 1/4 of said Section 5, a distance of 30.00 feet to the POINT OF BEGINNING, said point lying on the East right-of-way line of North Lakewood Avenue (Formerly West Road); thence departing from the South line of the Southwest 1/4 of said Section 5, run South 00°11'35" East along said East right-of-way line, a distance of 481.77 feet; thence departing from said East right-of-way line, run South 89°48'25" West, a distance of 60.00 feet to the West right-of-way line of said North Lakewood Avenue; thence North 00°11'35" West along said West right-of-way line, a distance of 481.75 feet to the intersection of the South line of the Southeast 1/4 of said Section 6 and the West line of the East 30.00 feet of the Southeast 1/4 said Section 6; thence North 00°53'06" West along the West line of the East 30.00 of the Southeast 1/4 of said Section 6 and the West right-of-way line of said North Lakewood Avenue, a distance of 1,965.74 feet to a point lying on the Easterly extension of the Southerly Limited Access right-of-way line for State Road 429 as shown on the Orlando-Orange County Expressway Authority Right-of Way Map, Section 75320-6460-602/603; thence North 77°03'49" East along said line, a distance of 61.35 feet to a point lying on the East line of the West 30.00 feet of the Southwest 1/4, of said Section 5; thence South 00°53'06" East along said East line, a distance of 484.40 feet to Southwest corner of Parcel 62-161 Right-of-Way 'A' as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence South 89°10'10" East along the South line of said Parcel 62-161 Right-of-Way 'A' and the Easterly extension thereof, a distance of 750.50 feet to a point on the arc of a non-tangent curve concave to the North, the radius point of which bears North 18°03'30" East; thence Easterly along said curve having a radius of 1,385.18 feet, a central angle of 14°02'15" for an arc distance of 339.37 feet to a point on the South right-of-way line of Clarcona-Ocoee Road; thence North 89°10'10" West along a non-tangent line, being the North line and the Easterly extension thereof, of Parcel 62-161 Right-of-Way 'B' as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of said Public Records, a distance of 1,081.87 feet to a point lying on the East line of the West 30.00 feet of the Southwest 1/4 of said Section 5, said point also being the Northwest corner of said Parcel 62-161 Right-of-Way 'B'; thence South 00°53'06" East along said East line, a distance of 1,434.83 feet to the POINT OF BEGINNING.

Said lands containing 4.589 acres (199,884 square feet), more or less.

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID EAST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

R/W TRANSFER

(NORTH LAKEWOOD AVENUE & WESTBRIDGE COURT)

PROJECT NAME: OCOEE VILLAGE

LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
 WOHLFARTH CONSULTING GROUP LLC:

WILSON E. WAY, P.S.M.

PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY
Revised	9/10/19	BF

DATE: 4/29/19	DRAWN BY: BF	CHECKED BY: WW	FIELD BOOK: N/A
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SHEET 1 OF 2

PROJECT NO. 2018-017



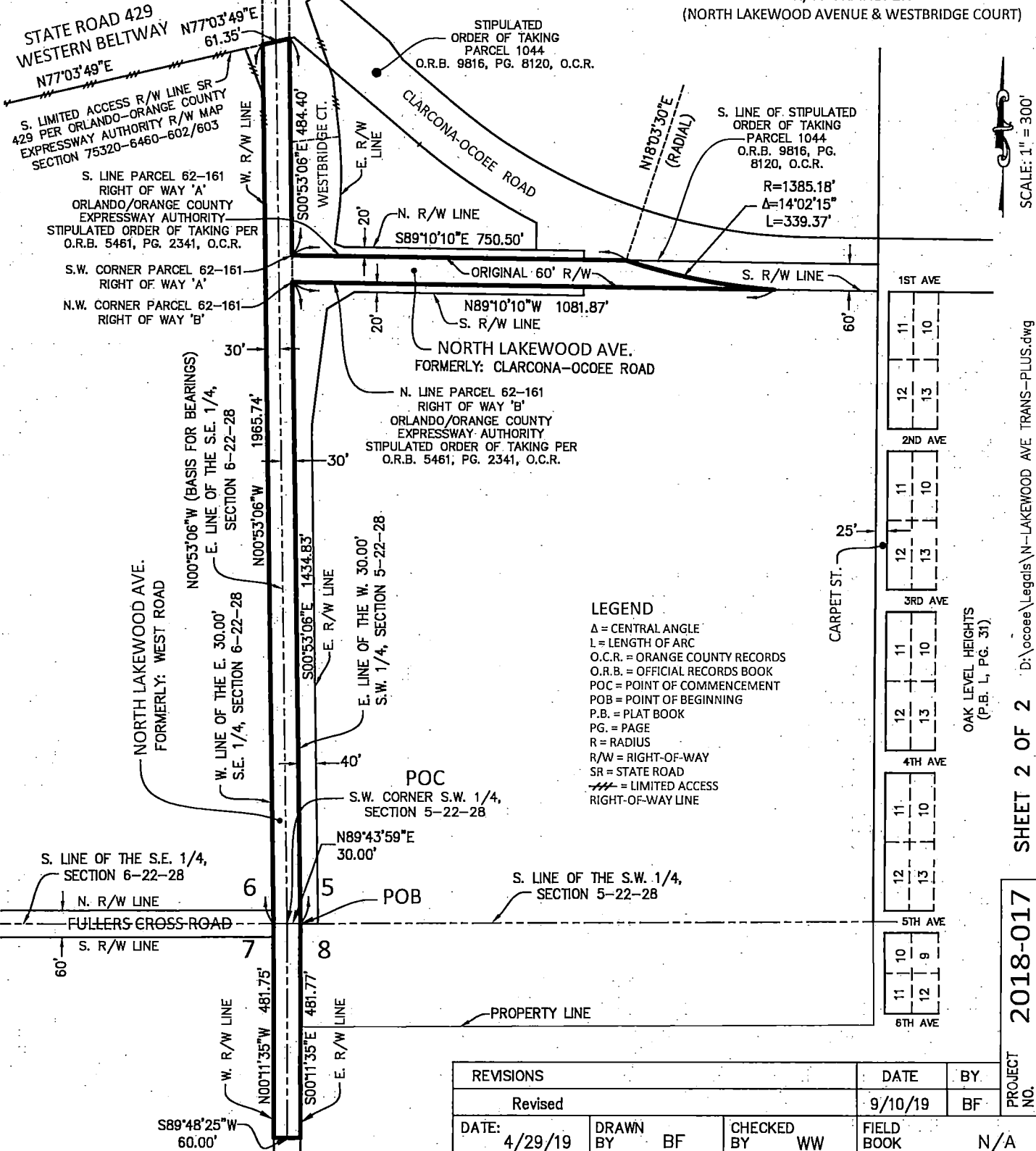
WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

R/W TRANSFER
(NORTH LAKEWOOD AVENUE & WESTBRIDGE COURT)



SCALE: 1" = 300'

OAK LEVEL HEIGHTS
(P.B. L, PG. 31)

SHEET 2 OF 2

PROJECT NO. 2018-017

REVISIONS		DATE	BY
Revised		9/10/19	BF
DATE:	DRAWN BY:	CHECKED BY:	FIELD BOOK
4/29/19	BF	WW	N/A



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

DESCRIPTION:

Portions of Parcel 1044, as described in Stipulated Order of Taking recorded in Official Records Book 9816, Page 8120, of the Public Records of Orange County, Florida, lying in the Southwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being a portion of the right-of-way for Clarcona-Ocoee Road more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 00°53'06" West along the West line of the Southwest 1/4, of said Section 5, a distance of 1,517.98 feet; thence departing from said West line, run North 89°06'54" East, a distance of 127.16 feet to a point on the North right-of-way line of North Lakewood Avenue (Formerly Clarcona-Ocoee Road), the following two (2) courses being along said North right-of-way line; thence South 71°13'20" East, a distance of 20.58 feet; thence South 89°10'10" East, a distance of 432.14 feet to the POINT OF BEGINNING, thence North 00°49'50" East along a West boundary of said Parcel 1044, a distance of 60.69 feet to a point on the arc of a non-tangent curve concave to the Northeast, the radius point of which bears North 27°04'46" East; thence Southeasterly along said curve having a radius of 1,385.18 feet, a central angle of 01°10'23" for an arc distance of 28.36 feet; thence South 20°49'04" East along a non-tangent line, a distance of 47.99 feet; thence South 22°27'30" West, a distance of 4.10 feet to a point hereinafter known as Point "A"; thence North 89°10'10" West along a South boundary of said Parcel 1044, a distance of 41.75 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at said Point "A", the following three (3) courses being along the South boundary of said Parcel 1044; thence South 89°10'10" East, a distance of 66.11 feet; thence South 00°49'50" West, a distance of 20.00 feet; thence South 89°10'10" East, a distance of 75.29 feet to the POINT OF BEGINNING; thence North 65°30'31" East, a distance of 8.49 feet to a point on the arc of a non-tangent curve concave to the North, the radius point of which bears North 18°33'31" East; thence Easterly along said curve having a radius of 1,385.18 feet, a central angle of 00°30'01" for an arc distance of 12.09 feet; thence North 89°10'10" West along a non-tangent line and the South boundary of said Parcel 1044, a distance of 19.21 feet to the POINT OF BEGINNING.

Containing 0.043 acres (1,887 square feet), more or less.

NOTES:

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.
- WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

R/W TRANSFERS (CLARCONA-OCOEE ROAD)

PROJECT NAME: OCOEE VILLAGE
LOCATION: City of Ocoee, Orange County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP, LLC:

Wilson E. Way
WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY

DATE: 3/27/19	DRAWN BY: BF	CHECKED BY: WW	FIELD BOOK: N/A
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SHEET 1 OF 2

2018-017

PROJECT NO.



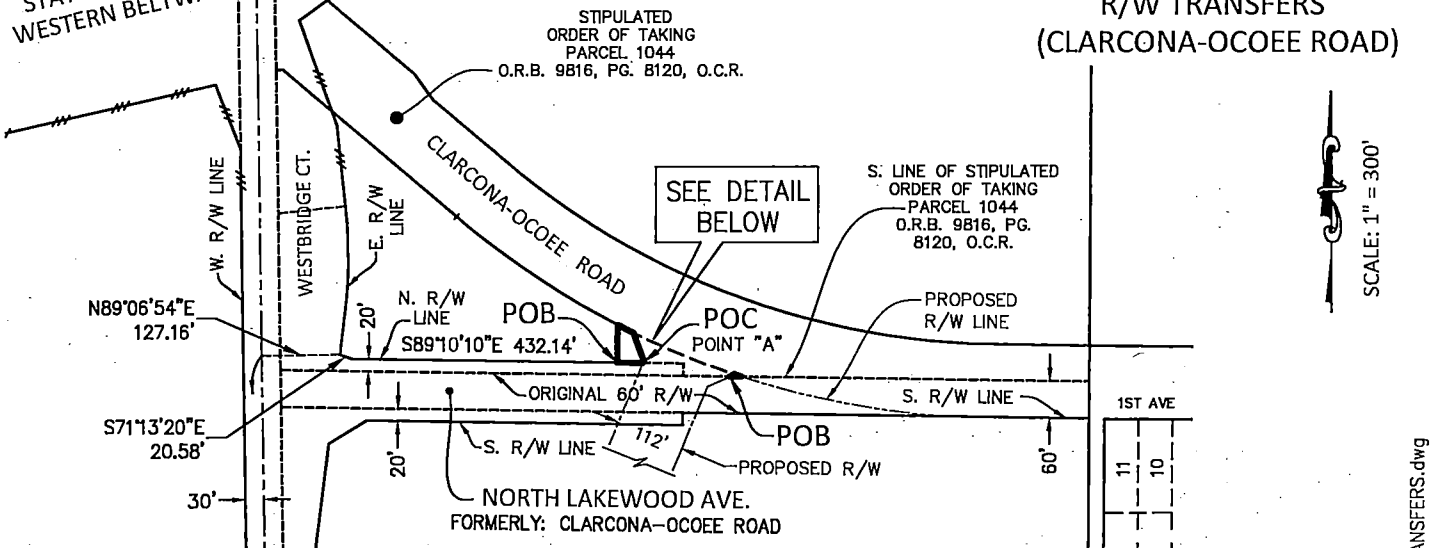
WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
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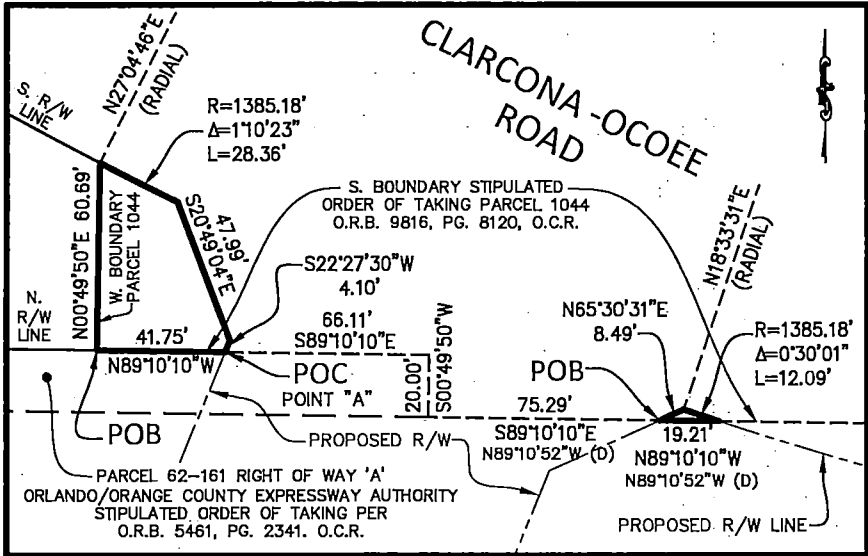
CERTIFICATE OF AUTHORIZATION NO. LB8214

**SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)**

**R/W TRANSFERS
(CLARCONA-OCOEE ROAD)**



SCALE: 1" = 300'



DETAIL
SCALE: 1" = 60'

- LEGEND**
- Δ = CENTRAL ANGLE
 - L = LENGTH OF ARC
 - O.C.R. = ORANGE COUNTY RECORDS
 - O.R.B. = OFFICIAL RECORDS BOOK
 - POC = POINT OF COMMENCEMENT
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 - P.B. = PLAT BOOK
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 - R/W = RIGHT-OF-WAY
 - = LIMITED ACCESS RIGHT-OF-WAY LINE

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
			3/27/19	BF	WW	N/A

PROJECT NO. 2018-017 SHEET 2 OF 2 D:\ocoee\legais\CLARCONA RD TRANSFERS.dwg

Appendix "D"

Project: Interlocal Agreement between the City of Ocoee and Orange County for Transfer of Jurisdiction of North Lakewood Avenue

ASSIGNMENT OF DRAINAGE EASEMENT

THIS ASSIGNMENT OF DRAINAGE EASEMENT (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 OCOEE, a municipal corporation under the laws of the State of Florida, whose address is 150 N. Lakeshore Dr., Ocoee, Florida 34761 ("Assignee").

WHEREAS, Assignor is the Grantee under a Drainage Easement between Horace N. Baker and Grace H. Baker, his wife, as the Grantors, and Orange County, dated December 5, 1967, and recorded at OR Book 1689, Page 761, Public Records of Orange County, Florida, regarding the lands situated in Orange County, to wit:

South 10 feet of the north 231 feet of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$
Section 8, Township 22 South, Range 28 East

and

WHEREAS, subject to the provisions herein, and to the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of North Lakewood Avenue, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, title, duties, obligations, and interest in the above referenced Drainage Easement.

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, title, duties, obligations, and interest to the above referenced Drainage Easement.

Project: Interlocal Agreement between the City of Ocoee and Orange County for Transfer of Jurisdiction of North Lakewood Avenue

3. **Assumption.** Assignee hereby assumes from Assignor all of Assignor's rights, duties, and obligations under the terms and conditions of the Drainage Easement, and Assignee

further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of the Drainage Easement.

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

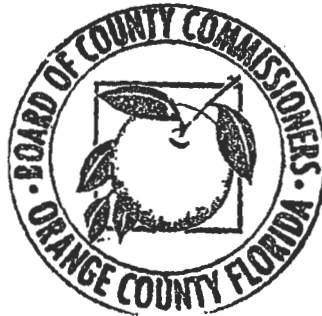
ASSIGNOR:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

Date: JUN 08 2021, 2021

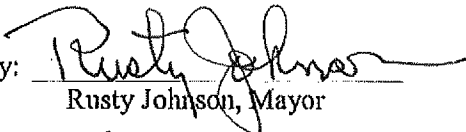
ATTEST: Phil Diamond, CPA,
Orange County Comptroller,
as Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk
Print Name: **Katie Smith**

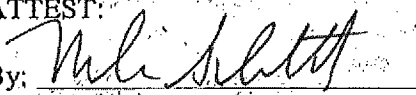


Project: Interlocal Agreement between the City of Ocoee and Orange County for Transfer of Jurisdiction of North Lakewood Avenue

ASSIGNEE:
CITY OF OCOEE, FLORIDA
By: City Commission

By: 
Rusty Johnson, Mayor

Date: June 22, 2021

ATTEST:
By: 
Melanie Sibbitt, City Clerk