



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1315, **Version:** 1

Interoffice Memorandum

DATE: August 21, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Eduardo Avellaneda, P.E., Manager

PHONE: (407) 836-7871

DIVISION: Roads and Drainage Division

ACTION REQUESTED:

Approval and execution of Interlocal Agreement regarding transfer of jurisdiction of a portion of Binion Road within Orange County road system by and between Orange County, Florida and the City of Apopka. District 2. **(Roads and Drainage Division)**

PROJECT: N/A

PURPOSE:

The City of Apopka (City) has requested the County to transfer a portion of Binion Road from the County to the City.

Approval of this Agreement transfers responsibility for maintaining that portion of Binion Road from the northern right of way of Areca Palm Drive to the southern right of way of Hayden Valley Street.

Upon approval of this agreement by the City a County Deed for that portion of Binion Road will be submitted for approval and execution by the Board at that time.

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

BUDGET: N/A

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

THIS INSTRUMENT SHOULD BE RETURNED TO BCC Mtg. Date: September 10, 2024
Susan Bone
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

**INTERLOCAL AGREEMENT REGARDING TRANSFER OF JURISDICTION
OF A PORTION OF BINION ROAD WITHIN ORANGE COUNTY ROAD SYSTEM**

THIS INTERLOCAL AGREEMENT is made and entered into on this 2nd day of October, 2024 ("Agreement"), by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida ("City") for the purpose of transferring the jurisdiction of a portion of Binion Road within the Orange County Road System.

RECITALS

WHEREAS, the County and City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

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 (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over a portion of the County road known as Binion Road from the southern edge of the intersection of Hayden Valley Street and Binion Road to the northern edge of the intersection of Areca Palm Drive and Binion Road, more particularly described in Exhibit A ("Road Segment");

I hereby attest and certify that this is a true and correct copy of the original record.

Signed Susan M Bone
City Clerk

Date 10/4/24

WHEREAS, City is willing to take on such ownership and responsibility of the Road Segment despite portions of the Road Segment requiring stormwater renovations which otherwise would not be the responsibility of the City; and

WHEREAS, this Agreement is intended solely to address the transfer of the Road Segment from the County's road system to the City's city street system for purposes of ownership, operation and maintenance, and to act as an acknowledgment by the City of its jurisdiction, ownership, and authority to operate and maintain such roads upon the effective date of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, 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 Road Segment*. In accordance with Section 335.0415(3), Florida Statutes, County and City hereby agree to the permanent transfer of ownership, control, and roadway maintenance responsibilities from the County to the City of the Road Segment. County shall provide all documents and drawings concerning the road drainage and right-of-way, to the extent such documents are in County's possession. City's jurisdiction to operate and maintain Road Segment means the authority and responsibility to maintain, control, repair, or improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. The Road Segment is therefore deemed to be a part of the City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, City shall have the same governmental, corporate, and proprietary powers with relation to Road Segment that City has with relation to other public roads and rights-of-way within its jurisdiction.

3. *Dedication and Acceptance; Deed; Vesting of Title.* For any right-of-way for the Road Segment that is or may be in possession of County by dedication, including right-of-way associated with drainage, County hereby dedicates to City, and City hereby accepts such right-of-way. For any right-of-way for the Road Segment that is or may be held in fee title by County, including right-of-way associated with drainage, County shall execute and deliver a County Deed in favor of the City substantially in the form attached hereto as Exhibit “B,” for any portion of Binion Road from the southern edge of the intersection of Hayden Valley Street and Binion Road to the northern edge of the intersection of Areca Palm Drive that the County holds, or may hold, fee title or a property interest, as specifically described in the legal description and map attached to Exhibit “B” as Appendix “A,” within thirty (30) days of execution of this Agreement. Within fifteen (15) days of receipt thereof, City shall accept the deed and right-of-way by recording the deeds in the Official Records of Orange County at City’s expense.

4. *Miscellaneous.*

4.1 Amendments. This 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.

4.2 Validity. County and City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. County and City each hereby represents, warrants, and covenants to and with the other that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and that this 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 parties hereto).

- 4.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this 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.
- 4.4 Headings. The headings and captions of paragraphs or subparagraphs used in this Agreement are 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 or interpretation of this Agreement.
- 4.5 Severability. The provisions of this Agreement are declared by the parties to be severable only to the extent the remaining provisions can effectuate the purpose and intent of the parties.
- 4.6 Governing Law; Venue; Attorneys' Fees and Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels.
- 4.7 Entire Agreement. This Agreement, along with its 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.
- 4.8 Counterparts. This 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.
- 4.9 Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing. Notice shall be deemed delivered when given by hand delivery; notice

shall be deemed delivered five (5) days after being deposited in the United State Mail, postage prepaid, certified, or registered; notice shall be deemed delivered the next business day after being dropped with a recognized overnight mail or courier delivery service; notices shall be deemed delivered the next business day when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. Notices shall be addressed as follows:

IF TO COUNTY: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: 407.836.7716

WITH COPY TO: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32801
Facsimile: 407.836.5888

IF TO CITY: Transportation Coordinator
City of Apopka
120 East Main Street
Apopka, Florida 32703
Facsimile: 407.703.1791

WITH COPY TO: City Attorney
City of Apopka
120 East Main Street
Apopka, Florida 32703
Facsimile: 407.703.1793

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 subparagraph.

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

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

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

ORANGE COUNTY, FLORIDA, a political
subdivision of the State of Florida,



Deputy Clerk

Printed Name

DAVID ROONEY

Mayor

Date

CITY OF APOPKA, FLORIDA, a municipal
corporation of the State of Florida,

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Date

[Handwritten signature]

[Handwritten signature]
Henry L. Demings, Mayor

10 September 2024

[Handwritten signature]

[Handwritten signature]

10/2/2024

Exhibit "A"

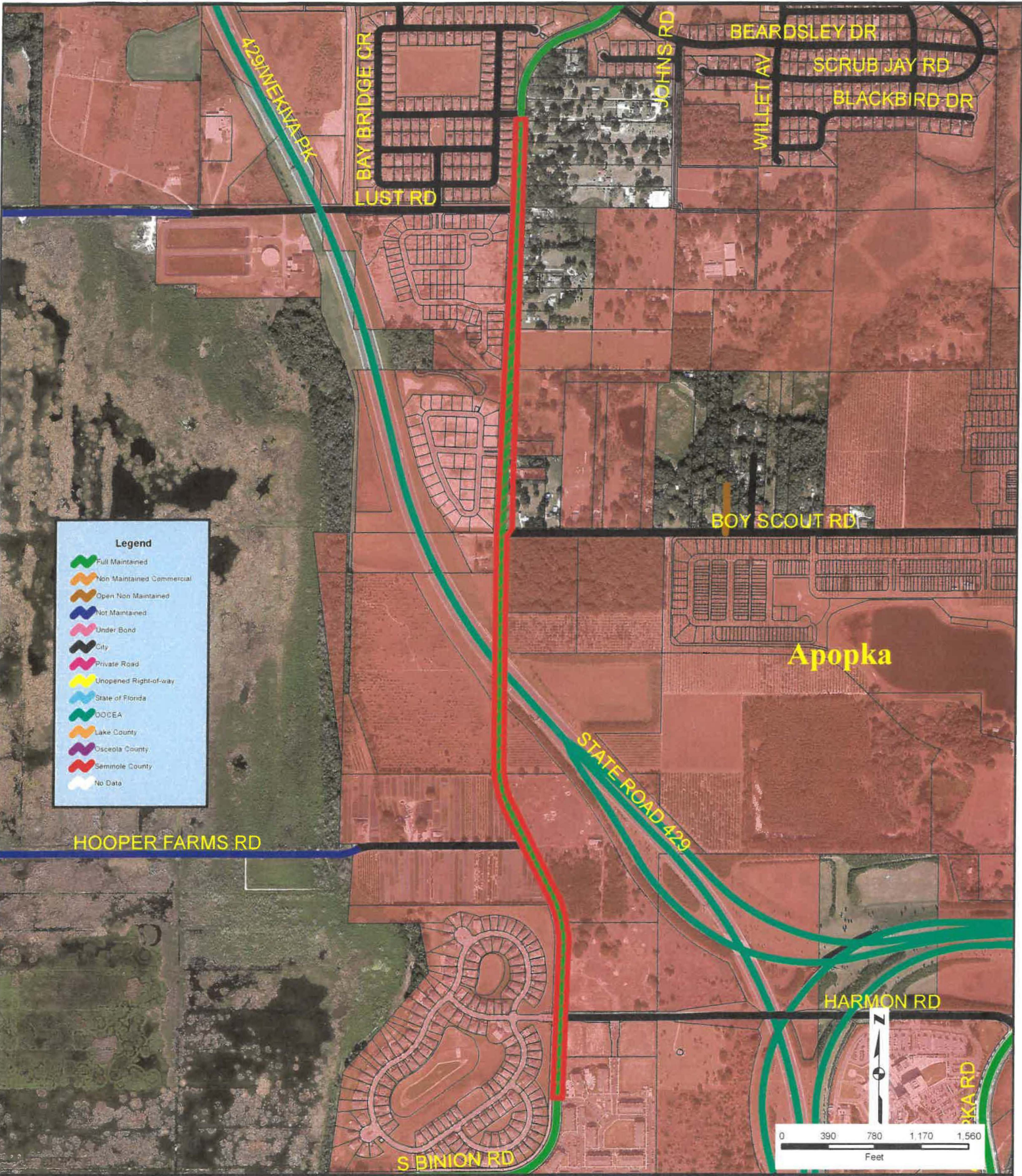


Exhibit "A"
Interlocal Agreement between City of Apopka and Orange County regarding the Transfer of Jurisdiction of Binion Road from Hayden Valley Street to Areca Palm Drive

Author: George Shupp
 Checked by:
 Date Saved: 1/17/2024

All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness



CITY OF APOPKA
 COUNTY ROAD 437 (BINION ROAD)
 PARCEL NO. 309-100
 PURPOSE: RIGHT OF WAY TRANSFER
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A parcel of land lying within the existing Right of Way of County Road 437 (Binion Road), an 80.00 feet wide Right of Way as shown on Road Plat Book 1, Page 40 of the Public Records of Orange County, Florida, located in the South 1/2 of Section 7 and in Section 18, all in Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at found 6-inch by 6-inch concrete monument with broken top and no identification marking the Northeast corner of Section 18, Township 21 South, Range 28 East, Orange County, Florida; thence run North 89°13'32" West along the North line of the Northeast 1/4 of said Section 18, a distance of 2601.61 feet to a point on the existing Easterly Right of Way line of said County Road 437 for the POINT OF BEGINNING; said point being on a non-tangent curve concave Westerly, having a radius of 11146.27 feet, a chord distance of 122.96 feet and a chord bearing of South 01°57'58" West; thence departing said North line from a tangent bearing of South 01°39'00" West, run along said Easterly Right of Way line the following four (4) courses: thence run Southerly along the arc of said curve through a central angle of 00°37'55", a distance of 122.96 feet to the point of tangency thereof; thence South 02°16'55" West, a distance of 2553.78 feet to the point of curvature of a curve, concave Easterly having a radius of 5689.65 feet, a chord distance of 203.59 feet and a chord bearing of South 01°15'25" West; thence run Southerly along the arc of said curve through a central angle of 02°03'01", a distance of 203.60 feet to the point of tangency thereof; thence South 00°13'54" West, a distance of 750.39 feet; thence departing said Easterly Right of Way line, run North 40°36'18" West, a distance of 122.34 feet to a point on the existing Westerly Right of Way line of said County Road 437; thence run along said Westerly Right of Way line the following five (5) courses: thence North 00°13'54" East, a distance of 657.82 feet to the point of curvature of a curve, concave Easterly having a radius of 5769.65 feet, a chord distance of 206.46 feet and a chord bearing of North 01°15'25" East; thence run Northerly along the arc of said curve through a central angle of 02°03'01", a distance of 206.47 feet to the point of tangency thereof; thence North 02°16'55" East, a distance of 2553.78 feet to the point of curvature of a curve, concave Westerly having a radius of 11066.27 feet, a chord distance of 192.64 feet and a chord bearing of North 01°47'00" East; thence run Northerly along the arc of said curve crossing into aforesaid Section 7 through a central angle of 00°59'51", a distance of 192.64 feet to the point of tangency thereof; thence North 01°17'05" East, a distance of 758.17 feet to a point on the existing North Right of Way line of Hayden Valley Street, an 80.00 feet wide Right of Way as shown on Clear Lake Landing according to the plat thereof as recorded in Plat Book 84, Page 40 of

SEE SHEET 2 FOR CONTINUATION

NOTES:


1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF CERTIFICATE OF TITLE.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 89°13'32" WEST.

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Sheila A. Ware 07/24/2024
 SHEILA A. WARE, PSM DATE
 LICENSE NO. 5529

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 4 FOR LEGEND
 SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION

DATE	FEBRUARY 15, 2024	CERTIFICATION OF AUTHORIZATION NO. LB 8011 	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 309-100
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	COUNTY ROAD 437 (BINION ROAD) CITY OF APOPKA ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO.	50088267			SHEET 1 OF 6
REVISION	BY	DATE		

CITY OF APOPKA
 COUNTY ROAD 437 (BINION ROAD)
 PARCEL NO. 309-100
 PURPOSE: RIGHT OF WAY TRANSFER
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

**PART A
 CONTINUED FROM SHEET 1**

aforesaid Public Records; thence departing said North Right of Way line of Hayden Valley Street and said Westerly Right of Way line of County Road 437, run South 88°42'55" East, a distance of 80.00 feet to a point on aforesaid Easterly Right of Way line of County Road 437; thence run along said Easterly Right of Way line the following two (2) courses: thence South 01°17'05" West, a distance of 758.17 feet to the point of curvature of a curve, concave Westerly having a radius of 11146.27 feet, a chord distance of 71.07 feet and a chord bearing of South 01°28'02" West; thence run Southerly along the arc of said curve through a central angle of 00°21'55", a distance of 71.07 feet to the POINT OF BEGINNING.

Containing 8.107 acres, more or less.


PART B

A parcel of land lying within the existing Right of Way of County Road 437 (Binion Road), an 80.00 feet wide Right of Way as shown on Road Plat Book 1, Page 40 of the Public Records of Orange County, Florida, located in the South 1/2 of Section 18 and the Northeast 1/4 of Section 19, all in Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at found 6-inch by 6-inch concrete monument with broken top and no identification marking the Northeast corner of Section 18, Township 21 South, Range 28 East, Orange County, Florida; thence run North 89°13'32" West along the North line of the Northeast 1/4 of said Section 18, a distance of 2601.61 feet to a point on the existing Easterly Right of Way line of said County Road 437; said point being on a non-tangent curve concave Westerly, having a radius of 11146.27 feet, a chord distance of 122.96 feet and a chord bearing of South 01°57'58" West; thence departing said North line from a tangent bearing of South 01°39'00" West, run along said Easterly Right of Way line the following nine (9) courses: thence run Southerly along the arc of said curve through a central angle of 00°37'55", a distance of 122.96 feet to the point of tangency thereof; thence South 02°16'55" West, a distance of 2553.78 feet to the point of curvature of a curve, concave Easterly having a radius of 5689.65 feet, a chord distance of 203.59 feet and a chord bearing of South 01°15'25" West; thence run Southerly along the arc of said curve through a central angle of 02°03'01", a distance of 203.60 feet to the point of tangency thereof; thence South 00°13'54" West, a distance of 1201.39 feet to the POINT OF BEGINNING; thence continue South 00°13'54" West, a distance of 493.25 feet to the point of curvature of a curve, concave Northeasterly having a radius of 915.37 feet, a chord distance of 441.46 feet and a chord bearing of South 13°43'19" East; thence run Southeasterly along the arc of said curve through a central angle of 27°54'27", a distance of 445.85 feet to the point of tangency thereof; thence South 27°40'32" East crossing into aforesaid Section 19, a distance of 718.45 feet to the point of curvature of a curve, concave Southwesterly having a radius of 995.37 feet, a chord distance of 510.18 feet and a chord bearing of South 12°49'35" East; thence run Southeasterly along the arc of said curve through a central angle of 29°41'55", a distance of 515.94 feet to the point of tangency thereof; thence South 02°01'23" West, a distance of 1319.48 feet; thence departing said Easterly Right of Way line, run North 87°58'37" West, a distance of 80.00 feet to a point on the existing Westerly Right of Way line of said County Road 437; thence run along said Westerly Right of Way line the following five (5) courses: thence North 02°01'23" East, a distance of 1319.48 feet to the point of curvature of a curve, concave Southwesterly having a radius of 915.37 feet, a chord distance of 469.18 feet and a chord bearing of North 12°49'35" West; thence run Northwesterly

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 4 FOR LEGEND
 SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION

DATE	FEBRUARY 15, 2024	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 309-100
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		COUNTY ROAD 437 (BINION ROAD) CITY OF APOPKA ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO.	50088267			SHEET 2 OF 6
REVISION	BY	DATE		

CITY OF AOPKA
 COUNTY ROAD 437 (BINION ROAD)
 PARCEL NO. 309-100
 PURPOSE: RIGHT OF WAY TRANSFER
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART B
 CONTINUED FROM SHEET 2

along the arc of said curve through a central angle of 29°41'55", a distance of 474.47 feet to the point of tangency thereof; thence North 27°40'32" West crossing into aforesaid Section 18, a distance of 718.45 feet to the point of curvature of a curve, concave Northeasterly having a radius of 995.37 feet, a chord distance of 480.04 feet and a chord bearing of North 13°43'19" West; thence run Northwesterly along the arc of said curve through a central angle of 27°54'27", a distance of 484.82 feet to the point of tangency thereof; thence North 00°13'54" East, a distance of 585.81 feet; thence departing said Westerly Right of Way line, run South 40°36'18" East, a distance of 122.34 feet to the POINT OF BEGINNING.

Containing 6.498 acres, more or less.

Containing in the aggregate 14.605 acres, more or less.

SEE SHEET 4 FOR LEGEND
 SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION

DATE		FEBRUARY 15, 2024		CERTIFICATION OF AUTHORIZATION NO. LB 8011 	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 309-100
DRAWN BY		M.ROLLINS				
CHECKED BY		S.WARE			COUNTY ROAD 437 (BINION ROAD) CITY OF AOPKA ORANGE COUNTY, FLORIDA	SCALE: N/A
DEWBERRY PROJECT NO.		50088267		SHEET 3 OF 6		
REVISION		BY	DATE	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		

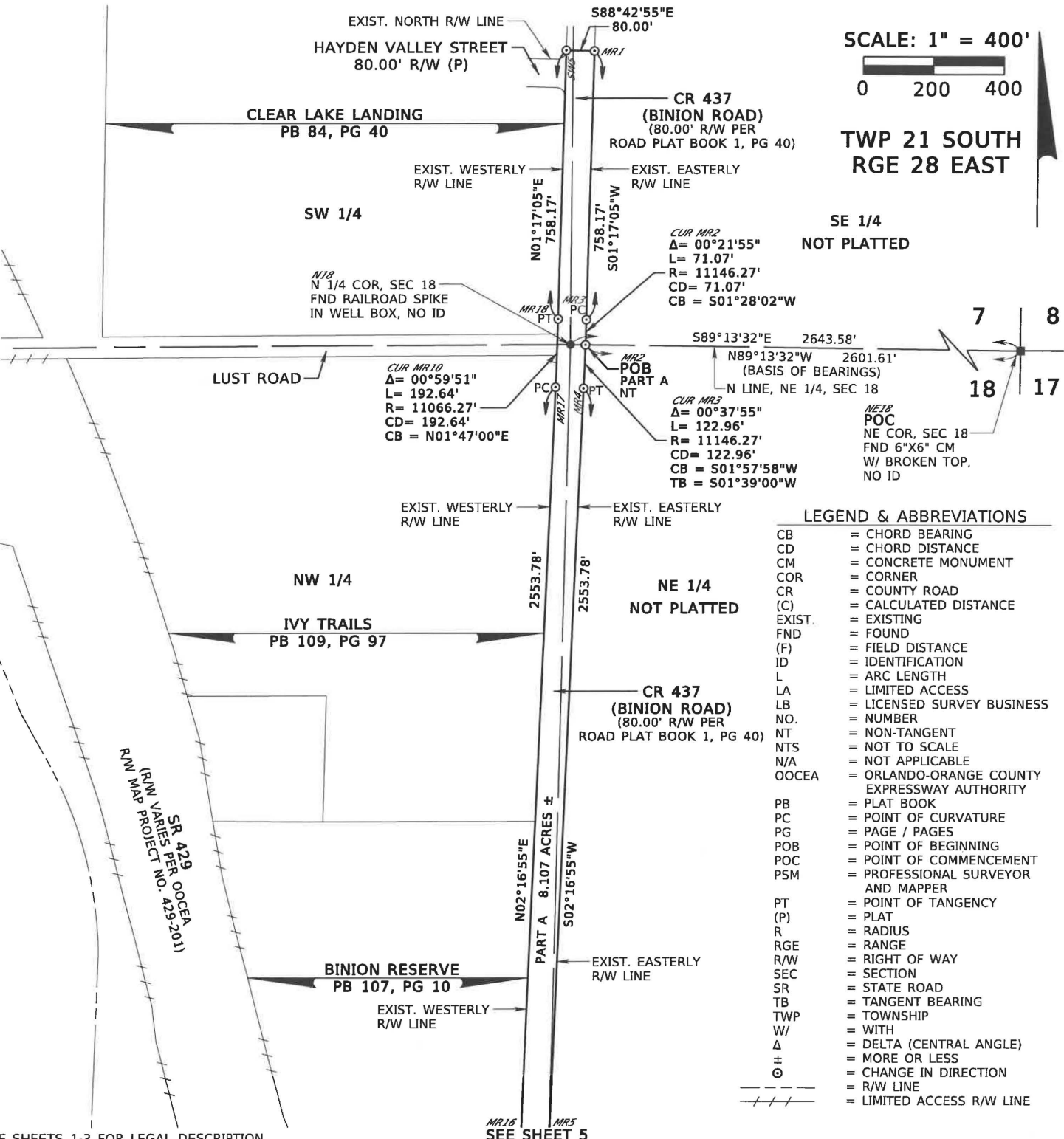
CITY OF APOPKA
 COUNTY ROAD 437 (BINION ROAD)
 PARCEL NO. 309-100
 PURPOSE: RIGHT OF WAY TRANSFER
 ESTATE: FEE SIMPLE

SCALE: 1" = 400'



TWP 21 SOUTH
 RGE 28 EAST

SE 1/4
 NOT PLATTED



LEGEND & ABBREVIATIONS

- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CM = CONCRETE MONUMENT
- COR = CORNER
- CR = COUNTY ROAD
- (C) = CALCULATED DISTANCE
- EXIST. = EXISTING
- FND = FOUND
- (F) = FIELD DISTANCE
- ID = IDENTIFICATION
- L = ARC LENGTH
- LA = LIMITED ACCESS
- LB = LICENSED SURVEY BUSINESS
- NO. = NUMBER
- NT = NON-TANGENT
- NTS = NOT TO SCALE
- N/A = NOT APPLICABLE
- OOCEA = ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PG = PAGE / PAGES
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PT = POINT OF TANGENCY
- (P) = PLAT
- R = RADIUS
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- SR = STATE ROAD
- TB = TANGENT BEARING
- TWP = TOWNSHIP
- W/ = WITH
- Δ = DELTA (CENTRAL ANGLE)
- ± = MORE OR LESS
- ⊕ = CHANGE IN DIRECTION
- = R/W LINE
- - - - = LIMITED ACCESS R/W LINE

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

MR16
 MR5
 SEE SHEET 5

DATE	FEBRUARY 15, 2024
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

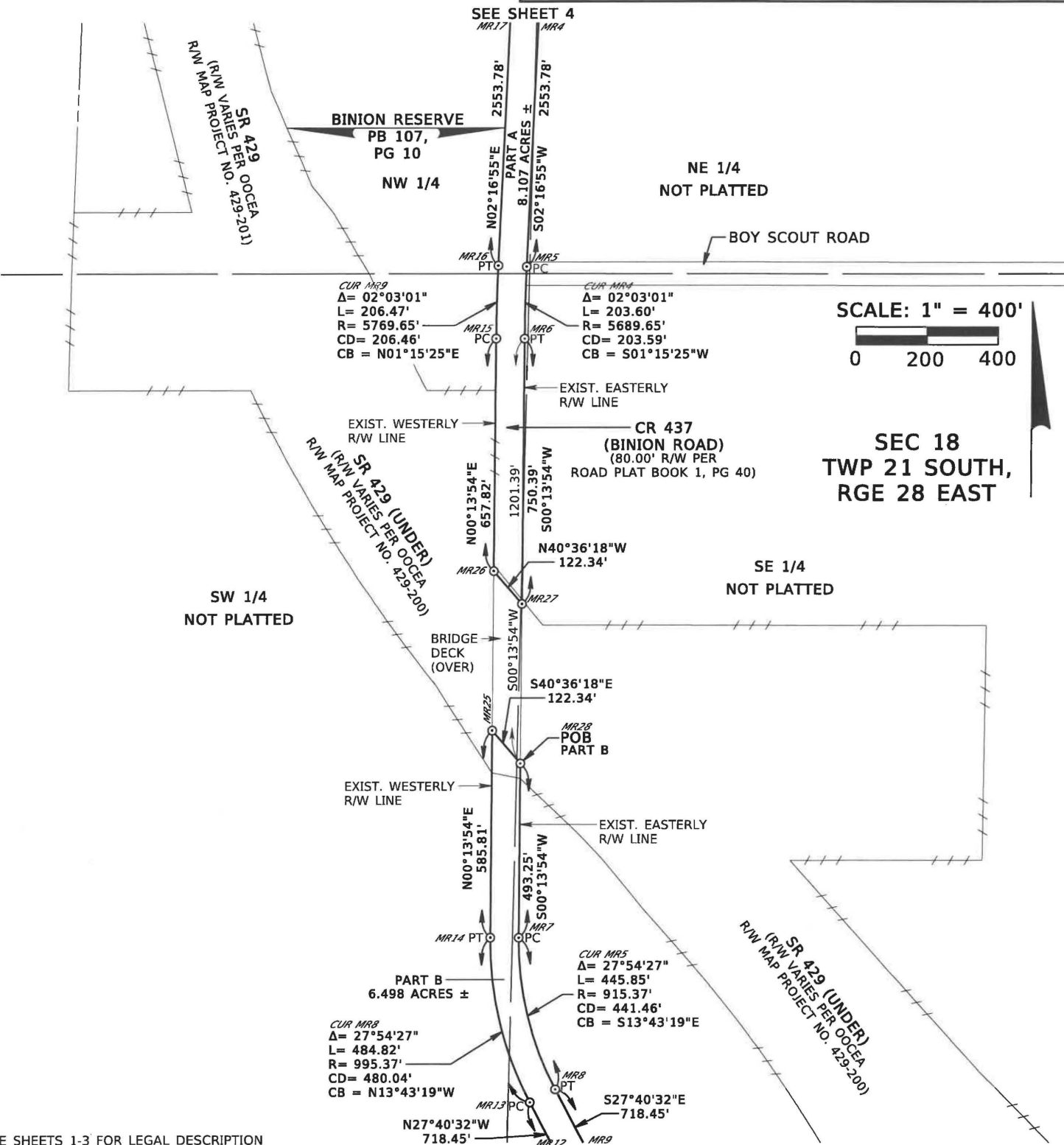
COUNTY ROAD 437 (BINION ROAD)
 CITY OF APOPKA
 ORANGE COUNTY, FLORIDA

PARCEL 309-100

SCALE: 1"=400'

SHEET 4 OF 6

CITY OF APOPKA
 COUNTY ROAD 437 (BINION ROAD)
 PARCEL NO. 309-100
 PURPOSE: RIGHT OF WAY TRANSFER
 ESTATE: FEE SIMPLE



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR LEGEND

DATE	FEBRUARY 15, 2024
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

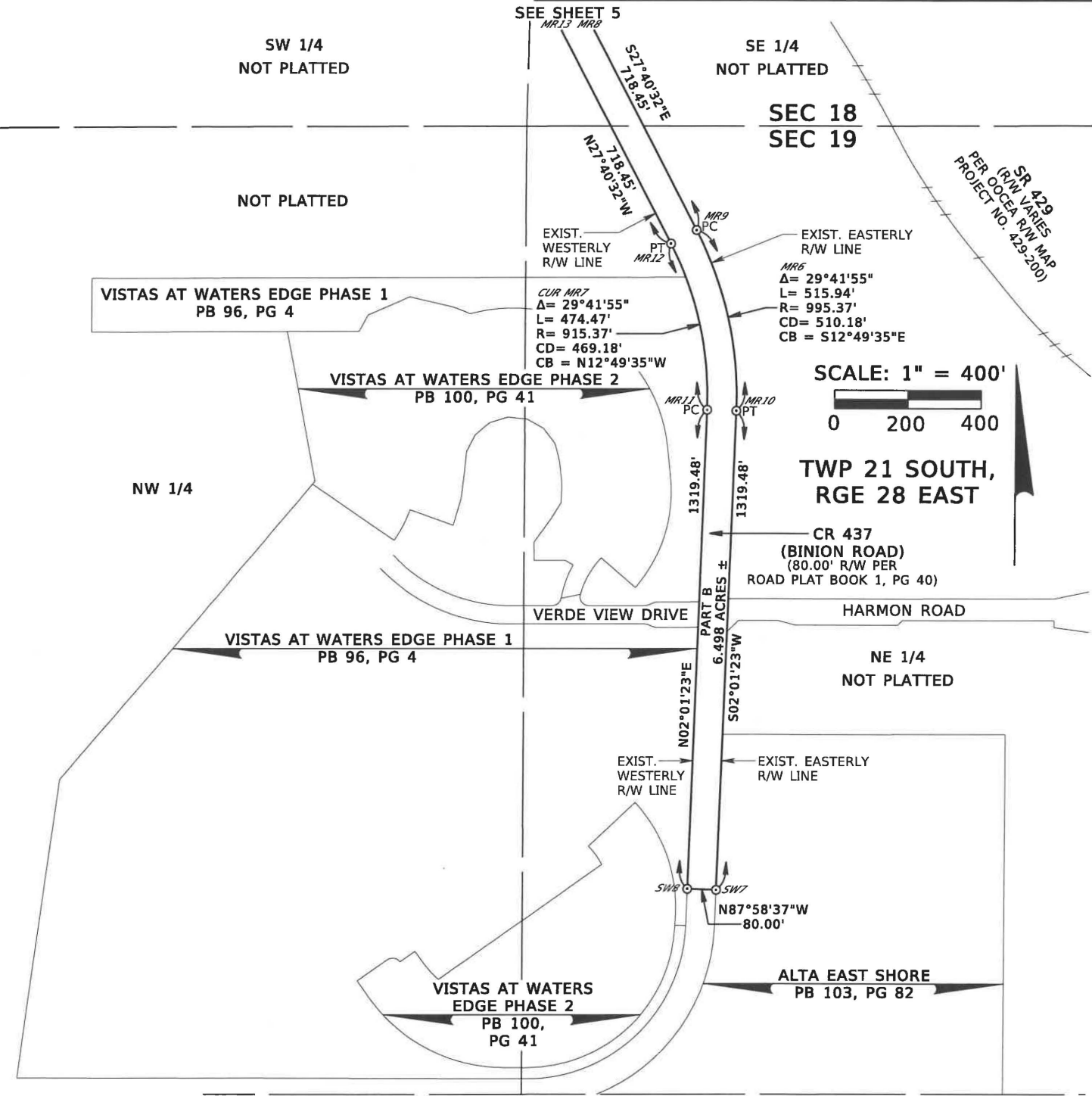
COUNTY ROAD 437 (BINION ROAD)
 CITY OF APOPKA
 ORANGE COUNTY, FLORIDA

PARCEL
 309-100

SCALE: 1"=400'

SHEET 5 OF 6

CITY OF APOPKA
 COUNTY ROAD 437 (BINION ROAD)
 PARCEL NO. 309-100
 PURPOSE: RIGHT OF WAY TRANSFER
 ESTATE: FEE SIMPLE




SR 429
 (R/W VARIES
 PER OCEA R/W MAP
 PROJECT NO. 429-200)

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR LEGEND

DATE	FEBRUARY 15, 2024
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011



800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

COUNTY ROAD 437 (BINION ROAD)
 CITY OF APOPKA
 ORANGE COUNTY, FLORIDA

PARCEL
 309-100

SCALE: 1"=400'

SHEET 6 OF 6

Exhibit “B”

Exhibit "B"

Project: Interlocal Agreement between City of Apopka and Orange County regarding the Transfer of Jurisdiction of Binion Road

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 the City of Apopka, a municipal corporation, under the laws of the state of Florida, whose address is 120 E. Main St., Apopka, Florida, 32703 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 APPENDIX "A"

Property Appraiser's Parcel Identification Number:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement regarding the Transfer of Jurisdiction of Binion Road from Harden Valley Street to Areca Palm Drive.

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 City of Apopka and Orange County regarding the Transfer of Jurisdiction of Binion Road

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, Mayor
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name