GOVERNMENT
November 2, 2018

TO: Mayor Teresa Jacobs and Board of County Commissioners
FROM: Mark V. Massaro, P.E., Public Works Director
CONTACT PERSON: Deodat Budhu, P.E., Manager Roads \& Drainage Division


PHONE NUMBER: (407) 836-7970

SUBJECT: Interlocal Agreement between Orange County and the City of Orlando regarding jurisdiction to operate and maintain Raleigh Street from Kirkman Road to Willie Mays Parkway and future construction of improvements to Raleigh Street.

The City of Orlando (City) and the County have negotiated an agreement to transfer Raleigh Street to the City for which the County will contribute up to $\$ 1,000,000$ to widen the road and install safety upgrades.

By this agreement the County will transfer the Deed for Raleigh Street from the easterly right of way line of Kirkman Road to the easterly right of way line of Willie Mays Parkway.

In accordance with Florida Statutes, a County Deed has been prepared, which transfers to the City, all interest, authority, and responsibility over Raleigh Street from Kirkman Road to Willie Mays Parkway. Approval of this Agreement transfers responsibility for maintaining Raleigh Street from Kirkman Road to Willie Mays Parkway to the City.

The County Attorney's Office and Risk Management Division have reviewed the resolution and found it acceptable.

Action Requested: Approval and execution of (1) Interlocal Agreement between Orange County, Florida and City of Orlando, Florida regarding transfer of jurisdiction of Raleigh Street from Kirkman Road to Willie Mays Parkway and future construction of improvements to Raleigh Street and (2) County Deed. The County will contribute up to $\$ 1,000,000$. District 6.

MVM/GS/WV

# INTERLOCAL AGREEMENT <br> between <br> ORANGE COUNTY, FLORIDA <br> and <br> CITY OF ORLANDO, FLORIDA 

regarding
TTRANSFER of JURISDICTION of RALEIGH STREET
from KIRKMAN ROAD to WILLIE MAYS PARKWAY
and FUTURE CONSTRUCTION of IMPROVEMENTS to RALEIGH STREET

Approved by the Orange County Board of County Commissioners

Approved by the City of Orlando City Council

$$
\text { October } 8
$$ 2018

City Council Meeting: $10-8-18$
item:I-(Documentary:18/00890

# INTERLOCAL AGREEMENT <br> between <br> ORANGE COUNTY, FLORIDA <br> and <br> CITY OF ORLANDO, FLORIDA <br> regarding <br> TRANSFER of JURISDICTION of RALEIGH STREET from KIRKMAN ROAD to WILLIE MAYS PARKWAY and FUTURE CONSTRUCTION of IMPROVEMENTS to RALEIGH STREET 

THIS INTERLOCAL AGREEMENT is made and entered into by and between ORANGE COUNTY, FLORIDA, a Charter County and political subdivision of the State of Florida ("County"), and the CITY OF ORLANDO, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida ("City").

## RECITALS

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

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

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

WHEREAS, 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 established as, pursuant to Section 335.01 (1), Florida Statutes, public roads;

WHEREAS, a "road" is defined by Section 334.03(23), 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 ....";

WHEREAS, the term "road" as defined be Section 334.03(23), 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; and

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the following County functionally classified road: Raleigh Street from the easterly right-of-way of Kirkman Road to the easterly right-of-way of Willie Mays Parkway (hereinafter referred to as "Road"); and

WHEREAS, the City intends to design, permit and construct improvements to the Road within three (3) years of the effective date of this Agreement, consisting of general roadway reconfiguration including though not exclusively roadbed reconstruction, turn lane additions, median construction, sidewalk construction, and drainage improvements ("Improvements"); and

WHEREAS, in the event the City undertakes construction of the Improvements within three (3) years of the effective date of this Agreement, the County agrees to contribute $\$ 1,000,000.00$ to the City towards the costs of constructing the Improvements, or one-half of those costs, whichever is less; and

WHEREAS, this Interlocal Agreement is intended to address the transfer of the

Road from the County road system to the City street system for purposes of operation and maintenance;

WHEREAS, transfer of the Road under this Agreement is part of an ongoing discussion and collaboration between the City and the County as to a system-wide approach to the transfer of road segments that best satisfies the public interests of both parties, primarily based on the location of the road segment in relation to City/County jurisdictional boundaries and the equities of each party's additional costs for operation and maintenance of transferred road segments;

WHEREAS, furthermore, this Interlocal Agreement is intended to establish that the City shall have jurisdiction to control traffic along the Road, pursuant to Section 316.006(2), 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 road (see 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 of Road; Scope; Torts; Powers.
A. Transfer of Jurisdiction. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the following County
functionally classified road: Raleigh Street from the easterly right-of-way of Kirkman Road to the easterly right-of-way of Willie Mays Parkway, also hereinafter referred to as "Road."
B. Scope. The City's jurisdiction over the Road means the authority and responsibility to maintain, control, repair, or improve such Road, as the term "road" is defined by Section 334.03(23), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such Road. The Road is therefore henceforth deemed to be part of the "City street system" for purposes of operation and maintenance. Moreover, the City shall be responsible for regulating, warning, guiding and controlling traffic and pedestrians on the Road, as authorized by Section 316.006(2), Florida Statutes.
C. Torts. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts, after the transfer of the Road to the City, shall be in the City.
D. Powers. Also pursuant to Section $337.29(3)$, except as may be otherwise provided by law or this Interlocal Agreement, 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.

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

A. 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 same to the City, and the City hereby accepts such
dedication.
B. Deed. The County shall execute and deliver a County deed in favor of the City substantially in the form attached hereto as Exhibit "A," for any portion of the Road that the County holds, or may hold, in fee title, which portions are specifically described in the legal descriptions and sketches of description attached to Exhibit "A" as Appendix "A." Within thirty (30) days after receipt thereof, the City shall accept the deed by recording the deed in the Official Records of Orange County at the City's expense, and send a copy of the recorded deed to the County within five (5) days after recording it.
C. Vesting of Title. Upon the recording of the County deed and 'Appendix "A" thereto pursuant to subsection B, title in those portions of the Road shall vest in the City pursuant to Section 337.29(3), Florida Statutes.
4. Improvements. Subsequent to the transfer of the Road, the City is authorized to design, permit, and construct the Improvements. It is the City's intent to begin construction within three (3) years from the Effective Date of this Agreement. The City shall be solely responsible for the design, permitting and construction of the Improvements. The County agrees to contribute $\$ 1,000,000.00$ towards the costs of such construction, or one-half of those costs, whichever is less, provided that the City begins construction within three (3) years from the Effective Date of this Agreement. The City shall ensure that the contractor for the lmprovements, "Contractor," provides a Performance Bond and Payment Bond in accordance with the provisions of Section 255.05 of the Florida Statutes, in a principal amount sufficient to cover the amount of the
contract and any change orders thereto. The City shall ensure that the County is named as an additional insured party on the Performance and Payment Bonds. Also, the City and its Contractor shall hold the County harmless and indemnify the County for any claims, lawsuits, and damages relating to the design and construction of the Improvements.
5. County's Payment. Within thirty days of the City's written notification to the County that the City has awarded a contract for construction of the Improvements, "Contract," in the amount of at least $\$ 2,000,000.00$, the City shall forward a copy of the Contract to the County for the County's review and approval, which approval shall not be unreasonably withheld. Within thirty (30) days after the County approves the Contract, with or without modifications, the County shall make payment, by wire transfer, to the City in the amount of $\$ 1,000,000.00$, or one-half (1/2) of the Contract construction cost, whichever is less, "County Funds." The City shall deposit and maintain the County Funds in a separate account, "Account," and distribute the County Funds solely for construction of the Improvements. The City will make payments to the Contractor pursuant to the payment procedures set forth in the Contract. Each payment to the Contractor will consist of one-half City funds and one-half County Funds until the County Funds are depleted, at which time, the City shall be solely responsible to fund the remainder of the construction costs, including change orders. The City shall maintain records of the Account consistent with the City's policies and procedures. County may, at any time, upon five (5) days' notice, inspect any or all records maintained by the City related to the Account. Within twenty (20) days after completion of the Improvements
and final payment to the Contractor, the City shall provide the County with an accounting of the County Funds expended from the Account and return any unexpended County Funds to the County within fifteen (15) days thereafter.
6. Other Agreement. Notwithstanding anything in Sections 4 and 5 seemingly to the contrary, the City and the County may enter into a separate, mutually acceptable agreement setting forth in more detail their respective responsibilities, duties and rights relating to the design, permitting and construction of the Improvements, the bonding thereof, the funding thereof, including payment schedules, and any other relevant matters pertaining to the design, permitting and construction of the Improvements.

## 7. Miscellaneous.

A. Validity. The County and the City 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 County and the City each hereby represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).
B. Ambiguities. Both parties have been allowed equal input
regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.
D. Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

## E. Governing Law; Venue; Attorney's Fees and Costs.

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.
(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.
(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.
F. Amendments. This Interlocal Agreement may be amended only
by express written instrument approved by the Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers of each party.
G. 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.
H. 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 County:<br>County Attorney<br>Orange County Administration Center<br>201 South Rosalind Avenue<br>Orlando, Florida 32802<br>Facsimile: (407) 836-5888<br>With a copy to:<br>Director, Orange County Public Works<br>4200 South John Young Parkway<br>Orlando, Florida 32839<br>Facsimile: (407) 836-7716

If to the City:<br>City Attorney<br>City of Orlando<br>400 South Orange Avenue<br>Orlando, Florida 32801<br>Facsimile: (407) 246-2854<br>With a copy to:<br>Director of Public Works<br>City of Orlando<br>400 South Orange Avenue<br>Orlando, Florida 32801<br>Facsimile: (407) 246-2892

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.
8. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later.
[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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


ORANGE COUNTY, FLORIDA
By: Board of County Commissioners


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


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


ATTEST:
By: Remise Aldudge
$x=$ Denise Aldridge, Cit) Clerk
$x=\therefore$

STATE OF FLORIDA
COUNTY OF ORANGE
The foregoing was acknowledged before me this $\qquad$ 9 day of OCTOBER
$\qquad$ , 2018 by BUODY D YER. Mayor / Pro Fem and DENISE AZDRIRLE City

Clerk, who is personally known to me who did (did not) take an oath;


Notary Public


## Project: Interlocal Agreement for the Transfer of Jurisdiction of Portion of Raleigh Street

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

## COUNTY DEED

THIS DEED, effective as of the date written below, by ORANGE COUNTY, a charter ccounty and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY OF ORLANDO, a municipal corporation, under the laws of the State of Florida, whose address is 400 S . Orange Avenue, Orlando, 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 Numbers:
Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement for the transfer of jurisdiction of a portion of Raleigh Street.

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 for the Transfer of Jurisdiction of Portion of Raleigh Street

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

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY:
Teresa Jacobs, Orange County Mayor
DATE: $\qquad$

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

BY:
Deputy Clerk
Printed Name: $\qquad$
s:ljprinselllagrentlila transferring raleigh street to orlando -06-20-18.docx

# LEGAL DESCRIPTION <br> Exhibit "A" 

That portion of right of way for Raleigh Street lying within Section 31, Township 22 South, Range 29 East and Section 32, Township 22 South, Range 29 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 22 South, Range 29 East, Orange County, Florida; thence run North 00 degrees 01 minutes 50 seconds West along the West line of the Southwest quarter of said Section 31 a distance of 1888.61 feet more or less to a point, said point lying 125.00 feet West of the West line of METRO PLACE APARTMENTS 1ST ADDITION as recorded in Plat Book 42, Pages 114-115, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East a distance of 125.00 feet to a point lying on the Southwesteriy line of Lot 3 of said plat, said point also being the POINT OF BEGINNING; thence run South 45 degrees 07 minutes 03 seconds East a distance of 56.50 feet to a point on the South line of said plat, said point also being on the North right of way line of Raleigh Street; thence run North 89 degrees 48 minutes 42 seconds East along the North right of way line of Raleigh Street a distance of 134.57 feet to a point on a curve concave Southwesterly having a radius of 641.78 feet, a central angle of 20 degrees 40 minutes 38 seconds; thence along the arc of said curve a distance of 231.61 feet, a chord bearing of South 79 degrees 50 minutes 59 seconds East and a chord distance of 230.35 feet; thence run South 69 degrees 30 minutes 40 seconds East a distance of 93.45 feet to a point on a curve concave Northeasterly having a radius of 535.78 feet, a central angle of 20 degrees 40 minutes 38 seconds; thence Southeasterly along the arc of said curve a distance of 193.36 feet, a chord bearing of South 79 degrees 50 minutes 59 seconds East and a chord distance of 192.31 feet; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 631.05 feet to a point lying at the Southeast corner of Lot 1 of said plat; thence run North 89 degrees 48 minutes 42 seconds East a distance of 56.60 feet to a point lying at the Southwest corner of Lot 12 of THE VILLAGES OF TIMBERLEAF as recorded in Plat Book 23, Pages 22-24, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 795.00 feet to a point lying on the South line of Lot 15 of CLOVERCREST VILLAGE as recorded in Plat Book 23, Pages 46-47, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 345.50 feet to a point lying at the Southeast corner of Lot 21 of said plat, said point also lying at the Southwest corner of Lot 12 of HOLLYTREE VILLAGE as recorded in Plat Book 25, Pages 99-100, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 718.44 feet to a point lying at the Southeast corner of Lot 25 of said plat, said point also lying at the Southwest corner of Lot 1 of WASHINGTON PARK SERVICE CENTER as recorded in Plat Book 12, Page 7, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said Lot 1 of said plat, also being the North right of way line of Raleigh Street a distance of 653.22 feet to a point lying at the Southeast corner of Lot 1 of said plat; thence run North 89 degrees 48 minutes 42 seconds East along the North right of way line of Raleigh Street a distance of 361.50 feet more or less to a point lying at the Southwest corner of Lot 1 of TIMBER SOUND APARTMENTS as recorded in Plat Book 37, Pages 88-89, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said Lot 1 also being the North right of way line of Raleigh Street a distance of 789.17 feet to a point at the Southeast corner of Lot 1 of said plat, point also lying on the West right of way line of Mission Road as recorded in THE VILLAGES OF TIMBERLEAF as recorded in Plat Book 23, Pages 22-24, Orange County, Florida, also known as President Barack Obama Parkway; thence run North 89 degrees 48 minutes 42 seconds East along the prolongation of the South line of Lot 1 of said plat a distance of 156.02 feet to a point on the East right of way line of Mission Road, said point also being on the East line of the Southeast quarter of Section 31, Township 22 South, Range 29 East, Orange County, Florida, said point being 9.39 feet North of the North right of way line of Raleigh Street; thence run South 00 degrees 00 minutes 52 seconds East along said line a distance of 9.39 feet to a point lying on the North right of way line of Raleigh Street; thence run North 89 degrees 59 minutes 26 seconds East along the North right of way line of Raleigh Street a distance of 75.00 feet to a point lying 235.91 feet South of the Northwest corner of Lot 1, SHAH'S CORNER as recorded in Plat Book 39, Page 2, Orange County, Florida;

PREPARED FOR:
Roads \& Drainage

| DRAWN BY: Alvarez | DATE: $08 / 31 / 18$ | SECTION: 31,32 |
| :--- | :--- | :--- | :--- |
| CHECKED BY: Daynes | JOB No: 8205. | TOWNSHIP: 22 |
| APPROVED BY: Daynes | DRAWING FILE: | RANGE: 29 |
| REVISION DATE: | 8205 Raleigh Street | SHEET 1 OF 8 |

PUBLIC WORKS
ENGINEERING • DIVISION SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY ORLANDO FLORIDA 32839-9205 (407) $836-7940$


DRAWING SCALE:

PROJECT NUMBER
8205

## LEGAL DESCRIPTION Exhibit "A"

Thence run North 89 degrees 59 minutes 26 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 162.89 feet to a point on the West right of way line of Lenox Boulevard; thence continue North 89 degrees 59 minutes 26 seconds East along the North right of way line of Raleigh Street a distance of 175.75 feet more or less to a point on a non-tangent curve concave Northeasterly having a radius of 40.00 feet, a delta angle of 03 degrees 31 minutes 00 seconds, thence along the arc of said curve a distance of 2.46 feet more or less, a chord bearing of South 46 degrees 00 minutes 54 seconds East and a chord distance of 2.45 feet more or less to a point at the Southwest corner of SOUTHSIDE CHURCH OF CHRIST, LOT 1 as recorded in Plat Book 57, Page 34, Orange County, Florida; thence run North 89 degrees 59 minutes 26 seconds East along the South line of Lot 1 of said plat, also being the North right of way line of Raleigh Street a distance of 650.25 feet to a point at the Southeast corner of Lot 1 of said plat also being a point on the West line of Block "G", WASHINGTON PARK SECTION 2 as recorded in Plat Book S, Page 143, Orange County, Florida, said point also being 15.00 feet North of the South line of said plat; thence run South 00 degrees 34 minutes 03 seconds East along the West line of Block " $G$ " of said plat a distance of 15.00 feet to a point at the Southwest corner of Block " $G$ " of said plat; thence run North 89 degrees 59 minutes 26 seconds East along the South line of Block " $G$ " of said plat, also being the North right of way line of Raleigh Street a distance of 270.00 feet to a point lying at the Southeast corner of Block " G " of said plat, said point also lying on the West right of way line of Willie Mays Parkway; thence run North 89 degrees 59 minutes 26 seconds East along the prolongation of the South line of Block " G " of said plat a distance of 70.00 feet to a point on the East right of way line of Willie Mays Parkway, also being the Southwest corner of Block 19, WASHINGTON PARK SECTION 2, as recorded in Plat Book O, Page 151, Orange County, Florida; thence run South 00 degrees 34 minutes 03 seconds East along the West line of said plat a distance of 80.00 feet to a point lying 20.00 feet South of the Northwest corner of Lot 20 of said plat; thence run South 89 degrees 59 minutes 26 seconds West a distance of 70.00 feet to a point at the Northeast corner of Lot 124, MALIBU GROVES FOURTH ADDITION as recorded in Plat Book 2, Page 82, Orange County, Florida; thence run South 89 degrees 59 minutes 26 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 1182.35 feet to a point on the West line of said plat, said point also lying at the Northwest corner of Lot 123 of said plat, said point also lying at the Northeast corner of EAGLE NEST SUBDIVISION as recorded in Plat Book 50, Pages 38-41, Orange County, Florida; thence run South 89 degrees 59 minutes 26 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 150.07 feet to a point on the West line of the Southwest quarter of Section 32, Township 22 South, Range 29 East, Orange County, Florida; thence leaving the West line of said Southwest quarter of Section 32, run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 156.03 feet to the Northwest corner of said Plat Book 50, Pages 38-41, Orange County, Florida, said point also lying at the Northeast corner of Lot 127, MALIBU GROVES SIXTH ADDITION as recorded in Plat Book 2, Page 146, Orange County, Florida; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 1668.05 feet to a point lying at the Northwest corner of Lot 149 of said plat, said point also lying at the Northeast corner of Lot 425, MALIBU GROVES NINTH ADDITION as recorded in Plat Book 3, Page 137, Orange County, Florida; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 1316.48 feet to a point lying at the Nortwest corner of Lot 498 of said Plat Book 3, Page 137, Orange County, Florida, said point also lying at the Northeast corner of Lot 550, MALIBU GROVES TENTH ADDITION as recorded in Plat Book 4, Page 8, Orange County, Florida; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 684.11 feet to a point lying at the Northwest corner of Lot 649 of said plat, said point also lying on the East line of a 75.00 feet of South Florida Water Management District Easement as recorded in Official Record Book 782, Page 435, Orange County, Florida;

| DRAWN BY: Alvarez | DATE: $08 / 31 / 18$ | SECTION: 31,32 |  |  | DRAWING SCALE: |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CHECKED BY: Daynes | JOB No: 8205 | TOWNSHIP: 22 |  |  | NTS |
| APPROVED BY: Daynes | DRAWING FILE: | RANGE: 29 |  |  | PROJECT NUMBER |
| REVISION DATE: | 8205 Roleigh Street | SHEET 2 OF 8 |  |  | 8205 |

## LEGAL DESCRIPTION <br> Exhibit "A"

thence run South 89 degrees 48 minutes 42 seconds West a distance of 50.00 feet more or less to the East line of Tract "A" of said plat; thence run South 89 degrees 48 minutes 42 seconds West along the North line of Tract "A", KIRKMAN PARK as recorded in Plat Book 22, Pages 37-39, Orange County, Florida a distance of 628.73 feet to a point on a curve concave Northeasterly having a radius of 641.78 feet, a delta angle of 20 degrees 40 minutes 38 seconds; thence run along the arc of said curve a distance of 231.61 feet, a chord bearing of North 79 degrees 50 minutes 59 seconds West and a chord distance of 230.35 feet; thence run North 69 degrees 30 minutes 40 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 93.45 feet to a point on a curve concave Southwesterly having a radius of 535.78 feet, a delta angle of 20 degrees 40 minutes 38 seconds; thence run along the arc of said curve a distance of 193.36 feet, a chord bearing of North 79 degrees 50 minutes 59 seconds West and a chord distance of 192.31 feet; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 181.79 feet more or less; thence run North 00 degrees 01 minutes 50 seconds West a distance of 145.92 feet more or less to a point on the South line of METRO PLACE APARTMENTS FIRST ADDITION as recorded in Plat Book 42, Pages 114 115, Orange County, Florida, said point also being 125.00 feet East of the West line of the Southwest quarter of Section 31, Township 22 South, Range 29 East, Orange County, Florida, said point also being the POINT OF BEGINNING.

Contains $680,886.23$ square feet, or 15.63 acres, more or less.

|  |  |  |  |  | PREPARED FOR: Roads \& Drainage |
| :---: | :---: | :---: | :---: | :---: | :---: |
| DRAWN BY: Alvarez | DATE: 08/31/18 | SECTION: 31,32 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION <br> 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32B39-9205 (407) 836-7940 |  | DRAWING SCALE: |
| CHECKED BY: Daynes | JOB No: 8205 | TOWNSHIP: 22 |  |  | NTS |
| APPROVED BY: Daynes | DRAWING FILE: <br> 8205 Raleigh Street | $\begin{array}{lr} \text { RANGE: } \quad 29 \\ \hline \text { SHEET } 3 \text { OF } 8 \\ \hline \end{array}$ |  |  | PROJECT NUMBER |
| REVISION DATE: |  |  |  |  | 8205 |







# Project: Interlocal Agreement for the Transfer of Jurisdiction of Portion of Raleigh Street 

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

## COUNTY DEED

THIS DEED, effective as of the date written below, by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 328021393, GRANTOR, and the CITY OF ORLANDO, a municipal corporation, under the laws of the State of Florida, whose address is 400 S . Orange Avenue, Orlando, 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 Numbers:

## Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement for the transfer of jurisdiction of a portion of Raleigh Street.

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.

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


ORANGE COUNTY, FLORDA
By Board of County Commissioners


Teresa Jacobs,
tre Orange County Mayor
DATE: $\qquad$

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

BY:


Katie Smith

[^0]
## LEGAL DESCRIPTION

## Exhibit "A"

That portion of right of way for Raleigh Street lying within Section 31, Township 22 South, Range 29 East and Section 32, Township 22 South, Range 29 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 22 South, Range 29 East, Orange County, Florida; thence run North 00 degrees 01 minutes 50 seconds West along the West line of the Southwest quarter of said Section 31 a distance of 1888.61 feet more or less to a point, said point lying 125.00 feet West of the West line of METRO PLACE APARTMENTS 1ST ADDITION as recorded in Plat Book 42, Pages 114-115, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East a distance of 125.00 feet to a point lying on the Southwesterly line of Lot 3 of said plat, said point also being the POINT OF BEGINNING; thence run South 45 degrees 07 minutes 03 seconds East a distance of 56.50 feet to a point on the South line of said plat, said point also being on the North right of way line of Raleigh Street; thence run North 89 degrees 48 minutes 42 seconds East along the North right of way line of Raleigh Street a distance of 134.57 feet to a point on a curve concave Southwesterly having a radius of 641.78 feet, a central angle of 20 degrees 40 minutes 38 seconds; thence along the arc of said curve a distance of 231.61 feet, a chord bearing of South 79 degrees 50 minutes 59 seconds East and a chord distance of 230.35 feet; thence run South 69 degrees 30 minutes 40 seconds East a distance of 93.45 feet to a point on a curve concave Northeasterly having a radius of 535.78 feet, a central angle of 20 degrees 40 minutes 38 seconds; thence Southeasterly along the arc of said curve a distance of 193.36 feet, a chord bearing of South 79 degrees 50 minutes 59 seconds East and a chord distance of 192.31 feet; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 631.05 feet to a point lying at the Southeast corner of Lot 1 of said plat; thence run North 89 degrees 48 minutes 42 seconds East a distance of 56.60 feet to a point lying at the Southwest corner of Lot 12 of THE VILLAGES OF TIMBERLEAF as recorded in Plat Book 23, Pages 22 - 24, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 795.00 feet to a point lying on the South line of Lot 15 of CLOVERCREST VILLAGE as recorded in Plat Book 23, Pages 46-47, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 345.50 feet to a point lying at the Southeast corner of Lot 21 of said plat, said point also lying at the Southwest corner of Lot 12 of HOLLYTREE VILLAGE as recorded in Plat Book 25, Pages $99-100$, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 718.44 feet to a point lying at the Southeast corner of Lot 25 of said plat, said point also lying at the Southwest corner of Lot 1 of WASHINGTON PARK SERVICE CENTER as recorded in Plat Book 12, Page 7, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said Lot 1 of said plat, also being the North right of way line of Raleigh Street a distance of 653.22 feet to a point lying at the Southeast corner of Lot 1 of said plat; thence run North 89 degrees 48 minutes 42 seconds East along the North right of way line of Raleigh Street a distance of 361.50 feet more or less to a point lying at the Southwest corner of Lot 1 of TIMBER SOUND APARTMENTS as recorded in Plat Book 37, Pages 88-89, Orange County, Florida; thence run North 89 degrees 48 minutes 42 seconds East along the South line of said Lot 1 also being the North right of way line of Raleigh Street a distance of 789.17 feet to a point at the Southeast corner of Lot 1 of said plat, point also lying on the West right of way line of Mission Road as recorded in THE VILLAGES OF TIMBERLEAF as recorded in Plat Book 23, Pages 22 - 24, Orange County, Florida, also known as President Barack Obama Parkway; thence run North 89 degrees 48 minutes 42 seconds East along the prolongation of the South line of Lot 1 of said plat a distance of 156.02 feet to a point on the East right of way line of Mission Road, said point also being on the East line of the Southeast quarter of Section 31, Township 22 South, Range 29 East, Orange County, Florida, said point being 9.39 feet North of the North right of way line of Raleigh Street; thence run South 00 degrees 00 minutes 52 seconds East along said line a distance of 9.39 feet to a point lying on the North right of way line of Raleigh Street; thence run North 89 degrees 59 minutes 26 seconds East along the North right of way line of Raleigh Street a distance of 75.00 feet to a point lying 235.91 feet South of the Northwest corner of Lot 1, SHAH'S CORNER as recorded in Plat Book 39, Page 2, Orange County, Florida;

PREPARED FOR:
Roads \& Drainage

| DRAWN BY: Alvarez | DATE: $08 / 31 / 18$ | SECTION: 31,32 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO. FLORIDA 32839-9205 (407) 836-7940 |
| :---: | :---: | :---: | :---: |
| CHECKED BY: Daynes | JOB No: 8205 | TOWNSHIP: 22 |  |
| APPROVED BY: Daynes | DRAWING FILE: | RANGE: 29 |  |
| REVISION DATE: | 8205 Raleigh Street | SHEET 1 OF 8 |  |

## EEGAL DESCRIPTION <br> Exhibit "A"

Thence run North 89 degrees 59 minutes 26 seconds East along the South line of said plat, also being the North right of way line of Raleigh Street a distance of 162.89 feet to a point on the West right of way line of Lenox Boulevard; thence continue North 89 degrees 59 minutes 26 seconds East along the North right of way line of Raleigh Street a distance of 175.75 feet more or less to a point on a non-tangent curve concave Northeasterly having a radius of 40.00 feet, a delta angle of 03 degrees 31 minutes 00 seconds, thence along the arc of said curve a distance of 2.46 feet more or less, a chord bearing of South 46 degrees 00 minutes 54 seconds East and a chord distance of 2.45 feet more or less to a point at the Southwest corner of SOUTHSIDE CHURCH OF CHRIST, LOT 1 as recorded in Plat•Book 57, Page 34, Orange County, Florida; thence run North 89 degrees 59 minutes 26 seconds East along the South line of Lot 1 of said plat, also being the North right of way line of Raleigh Street a distance of 650.25 feet to a point at the Southeast corner of Lot 1 of said plat also being a point on the West line of Block " $G$ ", WASHINGTON PARK SECTION 2 as recorded in Plat Book S, Page 143, Orange County, Florida, said point also being 15.00 feet North of the South line of said plat; thence run South 00 degrees 34 minutes 03 seconds East along the West line of Block " $G$ " of said plat a distance of 15.00 feet to a point at the Southwest corner of Block " $G$ " of said plat; thence run North 89 degrees 59 minutes 26 seconds East along the South line of Block " $G$ " of said plat, also being the North right of way line of Raleigh Street a distance of 270.00 feet to a point lying at the Southeast corner of Block " $G$ " of said plat, said point also lying on the West right of way line of Willie Mays Parkway; thence run North 89 degrees 59 minutes 26 seconds East along the prolongation of the South line of Block " $G$ " of said plat a distance of 70.00 feet to a point on the East right of way line of Willie Mays Parkway, also being the Southwest corner of Block 19, WASHINGTON PARK SECTION 2, as recorded in Plat Book O, Page 151, Orange County, Florida; thence run South 00 degrees 34 minutes 03 seconds East along the West line of said plat a distance of 80.00 feet to a point lying 20.00 feet South of the Northwest corner of Lot 20 of said plat; thence run South 89 degrees 59 minutes 26 seconds West a distance of 70.00 feet to a point at the Northeast corner of Lot 124, MALIBU GROVES FOURTH ADDITION as recorded in Plat Book 2, Page 82, Orange County, Florida; thence run South 89 degrees 59 minutes 26 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 1182.35 feet to a point on the West line of said plat, said point also lying at the Northwest corner of Lot 123 of said plat, said point also lying at the Northeast corner of EAGLE NEST SUBDIVISION as recorded in Plat Book 50, Pages 38-41, Orange County, Florida; thence run South 89 degrees 59 minutes 26 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 150.07 feet to a point on the West line of the Southwest quarter of Section 32, Township 22 South, Range 29 East, Orange County, Florida; thence leaving the West line of said Southwest quarter of Section 32, run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 156.03 feet to the Northwest corner of said Plat Book 50, Pages 38-41, Orange County, Florida, said point also lying at the Northeast corner of Lot 127, MALIBU GROVES SIXTH ADDITION as recorded in Plat Book 2, Page 146, Orange County, Florida; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 1668.05 feet to a point lying at the Northwest corner of Lot 149 of said plat, said point also lying at the Northeast corner of Lot 425, MALIBU GROVES NINTH ADDITION as recorded in Plat Book 3, Page 137, Orange County, Florida; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 1316.48 feet to a point lying at the Nortwest corner of Lot 498 of said Plat Book 3, Page 137, Orange County, Florida, said point also lying at the Northeast corner of Lot 550, MALIBU GROVES TENTH ADDITION as recorded in Plat Book 4, Page 8, Orange County, Florida; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 684.11 feet to a point lying at the Northwest corner of Lot 649 of said plat, said point also lying on the East line of a 75.00 feet of South Florida Water Management District Easement as recorded in Official Record Book 782, Page 435, Orange County, Florida;


## tegal description <br> Exhibit "A"

thence run South 89 degrees 48 minutes 42 seconds West a distance of 50.00 feet more or less to the East line of Tract " A " of said plat; thence run South 89 degrees 48 minutes 42 seconds West along the North line of Tract " A ", KIRKMAN PARK as recorded in Plat Book 22, Pages 37-39, Orange County, Florida a distance of 628.73 feet to a point on a curve concave Northeasterly having a radius of 641.78 feet, a delta angle of 20 degrees 40 minutes 38 seconds; thence run along the arc of said curve a distance of 231.61 feet, a chord bearing of North 79 degrees 50 minutes 59 seconds West and a chord distance of 230.35 feet; thence run North 69 degrees 30 minutes 40 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 93.45 feet to a point on a curve concave Southwesterly having a radius of 535.78 feet, a delta angle of 20 degrees 40 minutes 38 seconds; thence run along the arc of said curve a distance of 193.36 feet, a chord bearing of North 79 degrees 50 minutes 59 seconds West and a chord distance of 192.31 feet; thence run South 89 degrees 48 minutes 42 seconds West along the North line of said plat, also being the South right of way line of Raleigh Street a distance of 181.79 feet more or less; thence run North 00 degrees 01 minutes 50 seconds West a distance of 145.92 feet more or less to a point on the South line of METRO PLACE APARTMENTS FIRST ADDITION as recorded in Plat Book 42, Pages 114 115, Orange County, Florida, said point also being 125.00 feet East of the West line of the Southwest quarter of Section 31, Township 22 South, Range 29 East, Orange County, Florida, said point also being the POINT OF BEGINNING.

Contains $680,886.23$ square feet, or 15.63 acres, more or less.

|  |  |  |  |  | PREPARED FOR: Roads \& Drainage |
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| DRAWN BY: Alvarez | DATE: $08 / 31 / 18$ | SECTION: 31,32 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32日39-9205 <br> (407) 836-7940 |  | DRAWING SCALE: |
| CHECKED BY: Daynes | JOB No: 8205 | TOWNSHIP: 22 |  |  |  |
| APPROVED BY: Daynes | DRAWING FILE: <br> 8205 Raleigh Street | $\begin{array}{lr} \text { RANGE: } \quad 29 \\ \hline \text { SHEET } 3 \text { OF } 8 \end{array}$ |  |  | PROJECT NUMBER |
| REVISION DATE: |  |  |  |  | 8205 |








[^0]:    Printed Name

