

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

A. KURT ARDAMAN, ESQUIRE
FISHBACK, DOMINICK
1947 LEE ROAD
WINTER PARK, FLORIDA 32789

INTERLOCAL AGREEMENT
between
ORANGE COUNTY
and the
CITY of WINTER GARDEN
regarding the
INTERSECTION
of
STONEBROOK WEST PARKWAY/ROBERSON ROAD
and
WINDERMERE ROAD

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between **Orange County, Florida**, a political subdivision and charter county existing under the laws and constitution of the State of Florida ("County") at Post Office Box 1393, Orlando, Florida 32802-1393 and **City of Winter Garden**, a Florida municipal corporation ("City") at 300 West Plant Street, Winter Garden, Florida 34787.

WITNESSETH:

WHEREAS, County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

WHEREAS, City has authority pursuant to Section 166.021, Florida Statutes, to enter into 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(22), Florida Statutes, as “a way open to travel by the public, including, but not limited to, a street, highway, or alley, including, but not limited to, associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges [and] tunnels . . .”;

WHEREAS, the term “road” as defined by Section 334.03(22), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs);

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into 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(1), Florida Statutes, the jurisdiction of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the State, county, and municipal road systems shall be that which existed on June 10, 1995;

WHEREAS, under Section 335.04(2), Florida Statutes, the predecessor statute to Section 335.0415, Florida Statutes, each local government’s responsibilities were expressly described therein, and

the responsibility of a county for the operation and maintenance of any roads under its jurisdiction that extended into and through a municipality was limited to the roadbed, curbs, culverts and drains, but did not include sidewalks, embankments and slopes;

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 intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road (the "Intersection") is part of the County road system, and is therefore controlled and maintained by the County, notwithstanding that the City's jurisdictional boundaries abut the west side of Windermere Road;

WHEREAS, however, traffic to and from the City passes through the Intersection and the operation of this intersection affects the citizens, property owners and businesses of City;

WHEREAS, the County and the City have determined that traffic constraints exist at the Intersection;

WHEREAS, the County and the City have evaluated potential modifications and improvements at the Intersection to alleviate traffic constraints and to enhance safety at the Intersection and have determined that the design, permitting, construction, and operation of a roundabout at the Intersection will alleviate some of the traffic constraints and enhance the Intersection's safety;

WHEREAS, the County and the City each desires to contribute to and cooperate in designing, permitting, and constructing a roundabout at the Intersection (the "Intersection Project" or "Project") for the mutual benefit of the citizens, property owners, and businesses of both the City and the County, according to the terms herein described;

WHEREAS, furthermore, the City is willing to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the Intersection;

WHEREAS, therefore, this Interlocal Agreement is also intended to transfer the Roundabout Area as defined below from the County's road system to the City's city street system for purposes of operation and maintenance, and/or to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain the Roundabout Area;

WHEREAS, moreover, this Interlocal Agreement is intended to apply and shall be construed as applying to the subject of which party has jurisdiction to control traffic at the Roundabout Area (see 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 (the City's Police Department or the Orange County Sheriff's Office) has jurisdiction to enforce traffic laws at the subject intersection area (see Section 316.640, Florida Statutes).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, County and City agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and form a material part of this Agreement.

Section 2. City's Responsibilities for Intersection Project.

(a) **Project Management.** The City shall manage, design, obtain necessary permits, rights-of-way, and other rights and interests for, and construct the Intersection Project. Once the Intersection Project is completed, the City shall have responsibility for all future maintenance, improvements, replacement, repair, relocation, inspection, and modification of the proposed improvements within the Roundabout Area. The "Roundabout Area" is defined as the area that includes the proposed roundabout at the Intersection (and associated right-of-way) and approximately five hundred (500) linear feet of the

roadway and associated right-of-way along all four (4) legs of the roundabout extending from the edge of the circle constituting the outer edge of the roundabout, which Roundabout Area is graphically depicted on the attached **Exhibit "A."** Once the Intersection Project is completed, any and all repairs, replacement, relocation, improvement, inspection, modification, maintenance, and other actions related to utilities owned or controlled by the County in the Roundabout Area shall be at the County's sole expense, when necessitated or caused by actions of the County (which expense is not included as part of the County's maximum expenditures under this Agreement) or shall be at the City's sole expense, when necessitated or caused by actions of the City (which expense is not included as part of the City's maximum expenditures under this Agreement).

(b) **Costs.** All actual design, permitting and construction costs for the Project including, without limitation, utility relocation, easement and right-of-way acquisition, and actual costs for acquiring any needed licenses and other rights and interests, shall be deemed "Project Costs." The City shall pay: (i) fifty percent (50%) of the "Project Costs," where the total of the Project Costs do not exceed \$1,500,000.00; and (ii) one hundred percent (100%) of any portion of the Project Costs that exceed \$1,500,000.00.

(c) **Utility Relocation.** The City shall be responsible for performing any utility relocation necessary to carry out the Intersection Project, and the costs therefore shall be paid as provided in this Agreement. The estimate for costs associated with such relocation shall first be communicated to the County for approval. If the County fails to approve or disapprove such estimates within thirty (30) days, the costs shall be deemed approved. To the extent that a utility relocation cost is included in the construction contract, the above notice provision requiring notice and approval is waived. Notwithstanding the foregoing, the fifty-four inch (54") diameter Water Conserv II transmission main located along the west side of Windermere Road that crosses the southern side of the intersection in question and traverses on the south side of Roberson Road shall not be relocated. Moreover, a protective

slab that is at least six-inches (6") deep and eight feet (8') wide shall be placed over the 54" transmission main.

(d) **Acquisition of Rights.** Other than County rights-of-way, County easements, and other property rights and licenses owned by the County which are needed for the Intersection Project, as set forth in the County Deed described in Section 5(a) of this Agreement (and excluding the County's and the City of Orlando's Conserv II easement, which shall remain with the County and the City of Orlando), the City shall be responsible for acquiring any other necessary rights-of-way, easement rights, property rights, stormwater areas, license rights, and any other interests or rights necessary or appropriate to carry out the Intersection Project and the costs thereof shall be paid by the parties as provided in this Agreement. The estimate for the costs associated with any such acquisitions, must first be communicated to the County for approval. If the County fails to approve or disapprove such estimate within thirty (30) days, the costs shall be deemed approved.

(e) **Permits.** The City shall be responsible for obtaining all permits and authorizations from agencies other than the County, including but not limited to water management district permits and the costs thereof shall be paid by the parties as provided in this Agreement.

(f) **County Approval.** The City must obtain County approval as follows.

(i) Request for Qualifications. Before issuing the Request for Qualifications ("RFQ") for the design of the Intersection Project, the City shall give the County fifteen (15) days to review and approve such RFQ. If the County does not approve or disapprove the RFQ within such fifteen (15) day period, the RFQ shall be deemed approved by the County.

(ii) Contracts. Before entering into a contract for the design, permitting, relocation or construction of the Intersection Project, the City shall provide the County with a copy of each such contract for approval. If the County does not approve or disapprove any such contract within thirty (30) days of delivery of the contract to the County, the contract shall be deemed approved by the County. The

City shall provide the County with a copy of all fully executed contracts within five (5) working days after execution by the last party to approve and sign it.

(iii) Construction Plans. During the design process, the City shall submit, at the following plan percent completion stages, 30%, 60%, 90%, and final plans for the construction of the Intersection Project, to the County (and the City of Orlando, c/o Victor Godlewski, Wastewater Division Manager, 5100 L. B. McLeod Road, Orlando, Florida, 32811) for the County's review and comment, though County approval is only necessary for the final plans. Before awarding the construction contract, the City must obtain approval of the final plans by the County, which shall have thirty (30) days from delivery to the County to review such plans. Failure by the County to approve or disapprove the plans within such thirty (30) day period shall be deemed approval of the plans.

(iv) Payments. Before making a payment under a construction contract associated with the Intersection Project, the City shall provide the County with a copy of the invoice for such payment, for the County's approval. Failure by the County to approve or disapprove the payment within ten (10) business days following delivery of the invoice to the County shall be deemed approval of the payment. The City shall provide the County with copies of payment invoices under the design contract, but shall not be required to obtain County approval for such payments.

(g) **Timeline.** The City shall make a good faith effort to ensure that design of the Intersection Project is completed within twelve (12) months from the date that this Agreement is executed and delivered by and between both parties. The City shall make a good faith effort to ensure that construction of the Intersection Project is completed within twenty four (24) months from the final approval by the City and County of the final design plans.

(h) **Delays, overruns, etc.** The City shall timely communicate to the County any material delays, cost overruns, and substantive design issues that may arise throughout the Intersection Project.

(i) **Completion of Intersection Project.** The City shall ensure that the Intersection Project is completed pursuant to the applicable plans. Upon completion of the Intersection Project, the City's

Public Works Director shall promptly so notify the County's Public Works Director. The completion date shall be the date when the City's Public Works Director provides such notification to the County's Public Works Director.

Section 3. County's Responsibilities for Intersection Project.

(a) **Costs.** The County shall pay fifty percent (50%) of the Project Costs, provided that the County's share of the Project Costs shall not exceed \$750,000.00 under any circumstances. The County shall make payments according to the following schedule:

(i) Design Costs. Upon the City issuing a Notice to Proceed to the design contractor/consultant, the County shall, within thirty (30) days' notice, pay the City one half of the contract price of the design contract, which one half amount shall not exceed \$100,000.00. Thereafter, for any change orders or design contract amendments, the County shall, within thirty (30) days' notice, pay the City one half of such change order or amendment.

(ii) Construction and Right-of-Way Costs. Upon the City issuing a Notice to Proceed to the construction contractor, the County shall, within thirty (30) days' notice, pay the City one half of the right-of-way costs, one half of the contract price of the construction contract, and one half of the other Project Costs, subject to the County's \$750,000.00 maximum contribution. Thereafter, for any change orders or construction contract amendments, the County shall, within thirty (30) days' notice, pay the City one half of such change order or amendment, subject to the County's \$750,000.00 maximum contribution.

(b) **Documentation.** Within thirty (30) days of the Effective Date of this Agreement, at no cost to the City, the County shall provide the City with: (i) copies of all surveys, soils reports, utility plans and utility locations and other plans, studies, and data that the County has or has access to related to the Roundabout Area; (ii) construction plans for the County's work relating to a potential, conventional signalized intersection with turn lanes at the subject intersection; (iii) information and documentation identifying County owned property potentially impacted by the Project; and (iv) other information and

documentation deemed appropriate by the City for carrying out the Intersection Project. This obligation on the County's part to provide the City with such documentation shall not be construed to mean that the County attests to the accuracy and/or completeness of such documentation. Furthermore, this obligation on the County's part does not relieve the City or its contractors of their responsibility to find and verify all public records, or to do their own due diligence.

(c) **Permits.** At no cost to the City, the County shall, upon request by the City, grant the City all County permits and authorizations appropriate or necessary for the City to carry out the Intersection Project, including but not limited to right-of-entry and right-of-way use permits. The County waives all fees associated with such permits and authorizations.

(d) **Conveyance of Rights and Jurisdiction.** At no cost to the City, the County shall timely convey County rights-of-way, County easements, County temporary construction easements, County property rights, County license rights, and any other rights and interests owned by the County which are necessary for the City to carry out the Intersection Project, as set forth in the County Deed described in Section 5(a) of this Agreement (and excluding the County's and the City of Orlando's Conserv II easement, which shall remain with the County and the City of Orlando), and consistent with the City's responsibilities regarding the Roundabout Area (the "County's Conveyance"). *The County's Conveyance shall occur not later than sixty (60) days after the effective date of this Agreement.* To the extent the County owns any property or use interests in areas outside of the legal description in the County Deed which property or use interests lie within the Roundabout Area or are needed for the Intersection Project and the County is not prohibited from conveying such interests or allowing the City to use such areas for the Intersection Project, the County will, upon the City's request, either convey such interests to the City or allow the City to use such area for the Intersection Project, at no cost to the City, and such conveyance or use shall not count toward the amount expended by the County under this Agreement.

(e) **Inspection.** The County shall have the right, at its discretion, to inspect the Intersection Project through the construction phase.

(f) **County Costs.** For all costs for which the County is responsible, the County shall pay the City directly. The costs for or related to all work, plans and documents that accrued *before*, or *exist as of*, the Effective Date of this Agreement and the County's costs for matters under subsections 3(b), 3(c), 3(d) and 3(e) under this Agreement are *not* included or counted as monetary expenditures by either party for purposes of determining the amount of money expended by either party pursuant to this Agreement.

(g) **County Disapproval of Estimates, Costs, Payments, or Plans.** To the extent the County disapproves or objects to any estimates, costs, payments or plans where authorized under this Agreement, the parties shall attempt to reach agreement on such issue within thirty (30) days of the County's disapproval or objection, or within such additional time as may be agreed upon by the City and the County. If the parties cannot reach agreement on such issue, the City shall ensure that the Project is completed pursuant to the applicable plans and the parties shall remain responsible for all of their respective obligations and responsibilities under this Agreement.

Section 4. Jurisdiction of Roundabout Area; Scope; Limitations.

(a) **Transfer of Jurisdiction.** The County transfers to the City, and the City accepts and acknowledges jurisdiction over, the Roundabout Area, effective as of the date of the County's Conveyance as provided in Section 3(d) hereof.

(b) **Scope of Jurisdiction.** The City's jurisdiction to operate and maintain the Roundabout Area means the authority and responsibility to maintain, control, repair, replace, inspect, modify, or improve such area, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, guide, or control traffic in such area as authorized under Section 316.006, Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such Roundabout Area. Therefore, on the date of the County Conveyance, the Roundabout Area shall be 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 arising from events occurring after the date of the County's Conveyance shall be in the City. However, nothing in this Agreement waives or is intended to waive the sovereign immunity of the City (or the County for events occurring on or before the date of the County's Conveyance). Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roundabout Area that the City has with relation to other public roads and rights-of-way within the City.

(c) **Limitations.** Unless otherwise agreed to in advance by the County, the City shall not close or barricade the Roundabout Area to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, or miscellaneous special events, such as road races.

Section 5. Deed; Vesting of Title.

(a) **County Deed.** Pursuant to Section 3(d), within sixty (60) days after the effective date of this Agreement, the County shall execute and deliver to the City a deed in favor of the City substantially in the form attached hereto as **Exhibit "B"** for the portions of the Roundabout Area that the County holds a property interest *and* that are specifically described in the legal description and sketch of description attached to **Exhibit "B"** as **Schedule "A"** ("County Deed"). Within fifteen (15) days after receipt of the County Deed, the City shall accept the County Deed by recording it in the Official Records of Orange County at the City's expense and send copies of the recorded County Deed to the County Administrator and the County Public Works Director at their respective addresses set forth in Section 6(g).

(b) **Vesting of Title.** The County Deed described in Section 5(a) of this Agreement shall constitute the deed required under Section 337.29(3), Florida Statutes, in order to vest title in the Roundabout Area in the City. Accordingly, upon the recording of the County Deed, title in the Roundabout Area shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

Section 6. General Provisions.

(a) **Validity.** The County and City each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on any claim of illegality, invalidity or unenforceability of any nature.

(b) **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. Both parties waive any trial by jury.

(c) **Remedies.** Upon any failure of either party to perform its obligations under this Agreement, the aggrieved party shall have the right to pursue any remedy available in law, equity, or otherwise, but before a court action is maintained, such party must comply with the mandatory negotiation procedures described in Chapter 164, Florida Statutes, incorporated herein by reference.

(d) **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the Intersection Project and the transfer of jurisdiction of the Roundabout Area. Those portions of any previous agreements and understandings of the parties with respect to the Intersection Project and the Roundabout Area that are inconsistent with this Agreement are pre-empted by this Agreement.

(e) **Amendments and Waivers.** Any amendments to this Agreement shall only be deemed enforceable if in writing and signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

(f) **Sovereign Immunity.** Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by either party. The foregoing shall not

constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

(g) **Notices.** All notices, elections, requests, and other communications hereunder shall be in writing and shall be deemed given and received in the following circumstances: (i) when personally delivered; or (ii) three business days after being deposited in the United States Mail, postage prepaid, certified or registered; or (iii) the next business day after being deposited with a recognized overnight mail courier delivery service; or (iv) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All notices, elections, requests, and other communications hereunder shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:	County Administrator Post Office Box 1393 Orlando, Florida 32802
With a copy to:	Public Works Director Orange County Public Works 4200 S. John Young Parkway Orlando, Florida 32839-9205 Phone: (407)-836-7970 Telecopy: (407)-836-7716
If to City:	City Manager, Mike Bollhoefer 300 West Plant Street Winter Garden, Florida 34787 Phone: (407) 656-4111 Telecopy: (407) 656-4952
With a copy to:	City Attorney, A. Kurt Ardaman Fishback Dominick 1947 Lee Road Winter Park, Florida 32789 Phone: (407) 262-8400 Telecopy: (407) 425-2863

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. Also, a party may change its address or official for notice purposes by giving the other party notice as provided herein.

(h) **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 and wording herein shall be construed equally against the parties.

(i) **Headings.** The headings or captions of sections or subsections used in this 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 intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

(j) **Effective Date.** This Agreement shall take effect on the date of approval by the County, or on the date of approval by the City, whichever date is later ("Effective Date").

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed on their respective behalf as of the dates written below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs, Orange County Mayor

Date: _____, 2016

ATTEST: MARTHA O. HAYNIE, County Comptroller,
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name: _____

CITY OF WINTER GARDEN, FLORIDA

By: City Commission

By: _____
John Rees, Mayor

Date: _____, 2016

Attest:

By: _____
City Clerk

Print Name: _____

JOINDER AND CONSENT TO INTERLOCAL AGREEMENT

The undersigned, by virtue of its 50% undivided interest in that certain Permanent Utility Easement conveyed on May 23, 1984, and recorded in Official Records Book 3509, Page 1513, of the Public Records of Orange County, Florida, joins in and consents to the Interlocal Agreement solely to acknowledge the City of Orlando's consent to Section 2(c)-(d) and (f)(iii), and the transfer of jurisdiction to the City of Winter Garden of portions of Roberson Road and Windermere Road at the intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road contained within the Roundabout Area as that term is defined in the Interlocal Agreement, and for no other purpose whatsoever.

Signed, sealed, and delivered
in the presence of:

Witnesses:

Printed Name: _____

Printed Name: _____

CITY OF ORLANDO

By: _____
Buddy Dyer, Mayor

ATTEST: _____
Amy T. Ienacco, Acting City Clerk

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Orlando, Florida only.

_____, 20____

City Attorney, Orlando, Florida

Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 20____, by Buddy Dyer, Mayor, and Amy T. Ienacco, Acting City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced _____ and _____ as identification.

Witness my hand and official seal this ____ day of _____, 20____.

(Notary Seal)

Notary Signature

Printed Notary Name
Notary Public in and for the
county and state aforesaid
My commission expires:

Exhibit "A"



EXHIBIT "A"
Roundabout Area

Option 3
Roundabout moved to the
north and slightly west
of existing center of intersection

NOTE: The 500 linear feet of the
roadway along all four (4) legs
of the roundabout extend beyond
the edges of this Exhibit "A"

Large Poles

Scale 1" = 50 feet

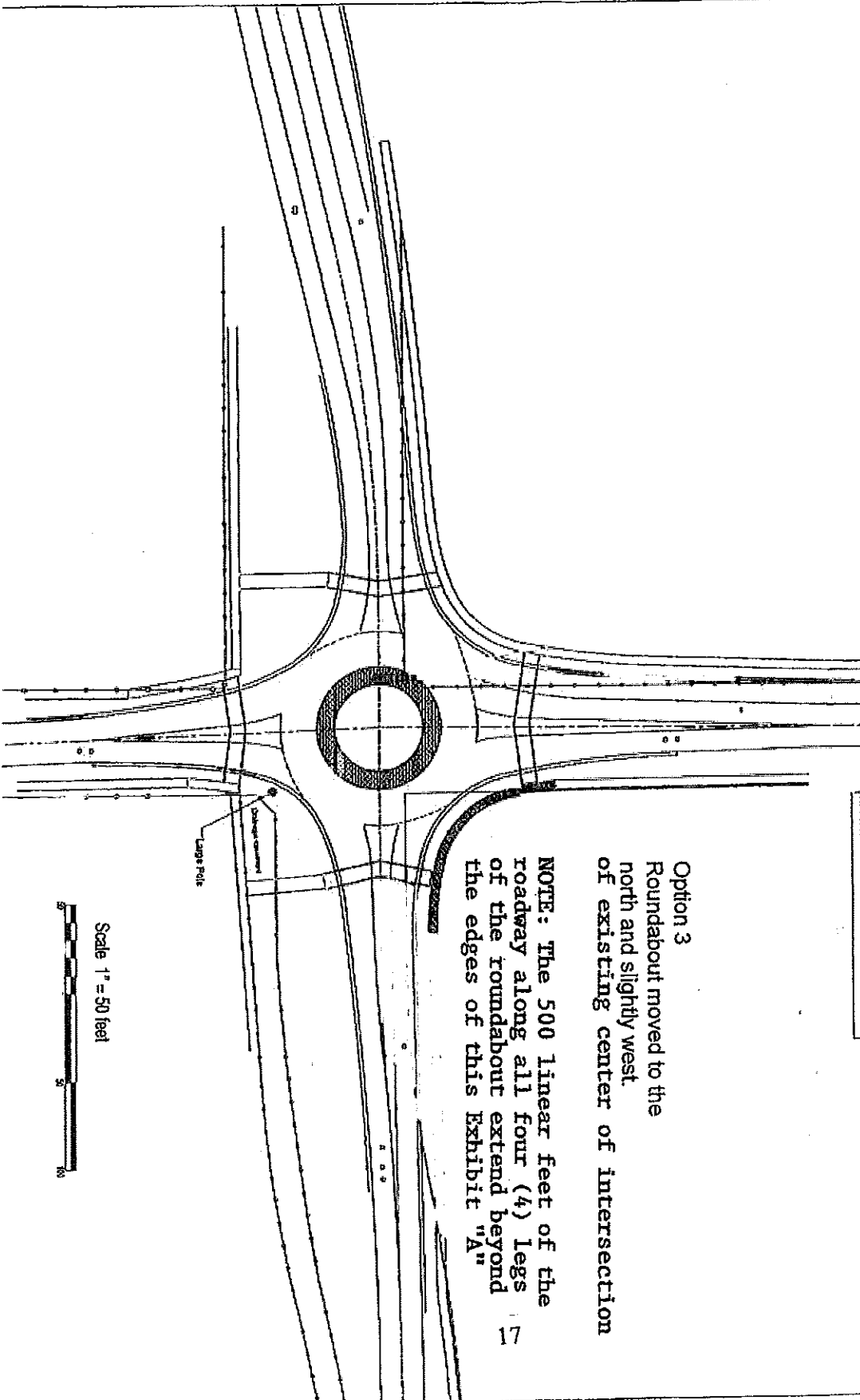


Exhibit "B"

Project: Interlocal Agreement between Orange County and the City of Winter Garden regarding the Intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road

COUNTY DEED

THIS DEED, dated _____ 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 Winter Garden, a municipal corporation, under the laws of the state of Florida, whose address is 300 W. Plant St., Winter Garden, Florida, 34787, 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:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Winter Garden regarding the intersection of Stoneybrook West Parkway/Roberson Road and Windermere Road.

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.

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**Project: Interlocal Agreement between Orange County and the City of Winter Garden
regarding the Intersection of Stoneybrook West Parkway/Roberson Road and Windermere 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: _____
Teresa Jacobs,
Orange County Mayor

DATE: _____

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: _____
Deputy Clerk

Printed Name _____

SKETCH OF DESCRIPTION

Schedule "A"


Purpose: Road Right of Way

That portion of right of way for Roberson Road/Windermere Road lying within Section 36, Township 22 South, Range 27 East and Section 31, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

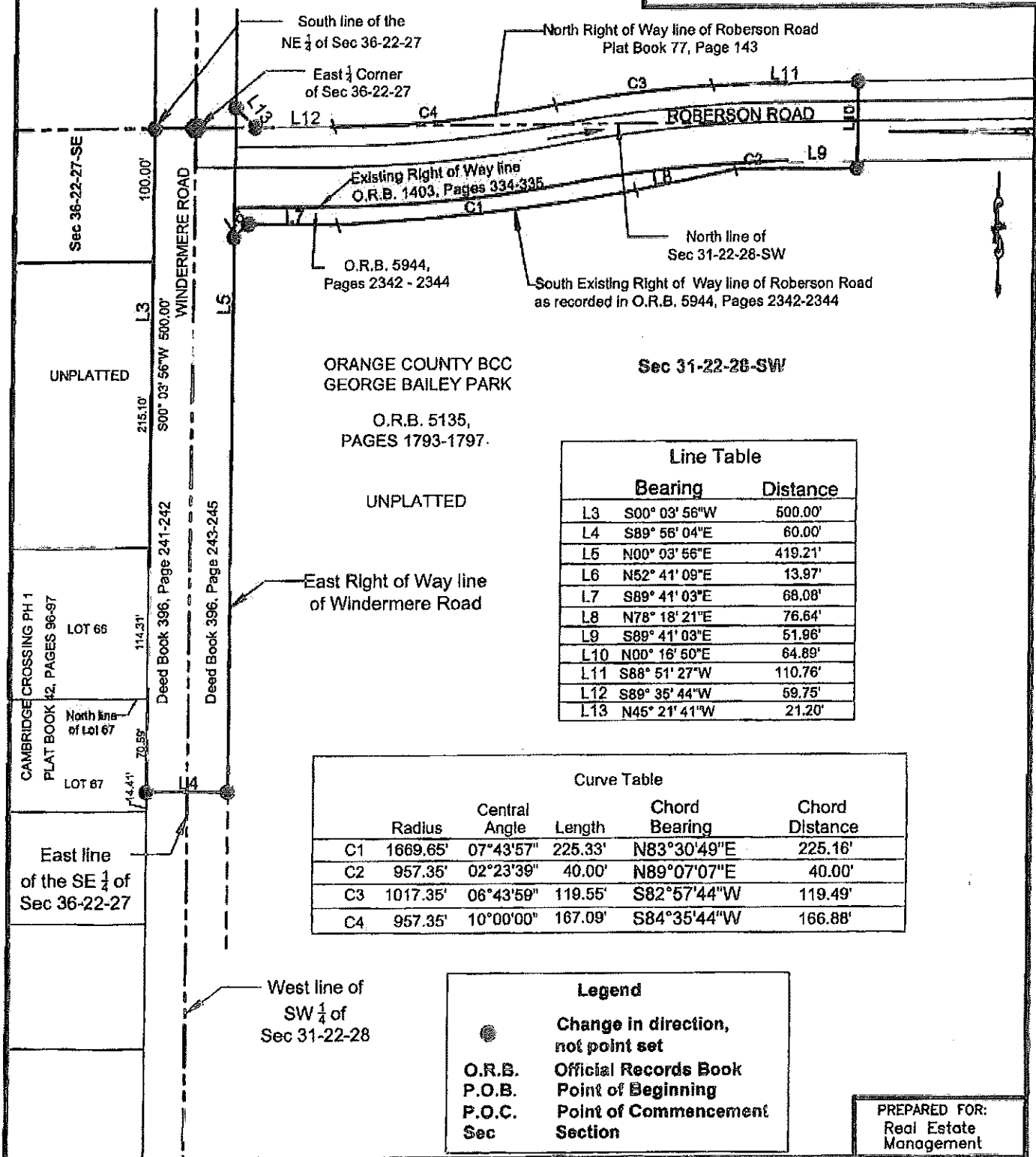
Commence at the Northeast corner of Section 36, Township 22 South, Range 27 East, Orange County, Florida; thence run S00°19'12"E along the East line of the Northeast quarter of said Section 36 a distance of 2135.04 feet more or less to the Point of Beginning; thence run S89°40'48"W perpendicular to said East line of the Northeast quarter of said Section 36 a distance of 30.00 feet more or less to a point, said point lying on the West line of the East 30.00 feet of the Northeast quarter of said Section 36; thence run S00°19'12"E along said line being 30.00 feet West and parallel to the East line of the Northeast quarter of said Section 36, also being the West right of way line of Windermere Road as described in Deed Book 396, Pages 241-242 of the Public Records of Orange County, Florida a distance of 500.00 feet to a point, said point lying on the South line of the Northeast quarter of Section 36; thence continue S00°03'56"W along a line 30.00 feet West and parallel to the East line of the Southeast quarter of Section 36, Township 22 South, Range 27 East a distance of 500.00 feet to a point, said point lying 70.59 feet South of the North line of Lot 67 of Cambridge Crossing Phase 1, according to the plat thereof, as recorded in Plat Book 42, Pages 96-97, Public Records of Orange County, Florida, said point also lying 30.00 feet West and parallel to the East line of the Southeast quarter of said Section 36; thence run S89°56'04"E a distance of 60.00 feet more or less to a point, said point lying 30.00 feet more or less East of the East line of the Southeast quarter of said Section 36; thence run N00°03'56"E along the line 30.00 feet East and parallel to the West line of the Southwest quarter of Section 31, Township 22 South, Range 28 West, also being the East right of way line of Windermere Road as described in Deed Book 396, Pages 243-245 of the Public Records of Orange County, Florida, a distance of 419.21 feet more or less to a point, said point lying on the existing South right of way line of Roberson Road as recorded in Official Records Book 5944, Pages 2342-2344, Public Records of Orange County, Florida; thence run N52°41'09"E along said existing South right of way line of Roberson Road a distance of 13.97 feet more or less; thence run S89°41'03"E along said existing South right of way line of Roberson Road a distance of 68.08 feet to a point on a curve concave Northerly; thence run Northeasterly along said curve having a Radius of 1669.65 feet, a Central Angle of 07°43'57", an Arc Length of 225.33 feet, a Chord Bearing of N83°30'49"E and a Chord Distance of 225.16 feet more or less to a point of tangency; thence run N78°18'21"E along the existing South right of way line of Roberson Road as recorded in said Official Records Book 5944, Pages 2342-2344 a distance of 76.64 feet more or less to a curve concave Southeasterly; thence run Northeasterly along said curve having a Radius of 957.35 feet, a Central Angle of 02°23'39", an Arc Length of 40.00 feet, a Chord Bearing of N89°07'07"E and a Chord Distance of 40.00 feet more or less to a point of tangency; thence run S89°41'03"E a distance of 51.96 feet more or less to a point, said point lying 64.89 feet more or less South of the North line of Roberson Road as recorded in Plat Book 77, Page 143, Public Records of Orange County, Florida; thence run N00°16'50"E a distance of 64.89 feet more or less to a point, said point lying on the North right of way line of Roberson Road of said plat; thence run S88°51'27"W along said North right of way line of Roberson Road of said plat a distance of 110.76 feet more or less to a point on a curve, concave Southeasterly having a Radius of 1017.35 feet, a Central Angle of 06°43'59"; thence along the arc of said curve a distance of 119.55 feet, a Chord Bearing of S82°57'44"W and a Chord Distance of 119.49 feet more or less to a point of a reverse curve having a Radius of 957.35 feet, a Central Angle of 10°00'00"; thence along the arc of said curve a distance of 167.09 feet, a Chord Bearing of S84°35'44"W and a Chord Distance of 166.88 feet more or less to a point; thence run S89°35'44"W along the North right of way line of Roberson Road of said plat a distance of 59.75 feet more or less; thence run N45°21'41"W along the said North right of way line of said plat a distance of 21.20 feet more or less as per said Plat to a point, said point lying 30.00 feet East of the West line of the Northwest quarter of Section 31, Township 22 South, Range 28 East; thence run N00°19'12"W along the aforementioned line, also being the East right of way line of Windermere Road as described in Deed Book 396, Pages 241-242 a distance of 485.00 feet more or less; thence run S89°40'48"W along a line 30.00 feet East of and perpendicular to the West line of the Northwest quarter of said Section 31 a distance of 30.00 feet more or less to the Point of Beginning.

Contains 2.15 acres more or less.

PREPARED FOR:
Real Estate
Management

DRAWN BY: Alvarez	DATE: 01/22/2016	SECTION: 36, 31	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-0205 (407) 836-7940		DRAWING SCALE: NOT TO SCALE
CHECKED BY: Daynes	JOB No: 7750	TOWNSHIP: 22, 22			PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE: Stoneybrook W Pwy/ Roberson-Windermere	RANGE: 27, 28			7750
REVISION DATE: 1/28/16		SHEET 1 OF 3			

SKETCH OF DESCRIPTION
Schedule "A"
Purpose: Road Right of Way



Line Table		
	Bearing	Distance
L3	S00° 03' 56"W	500.00'
L4	S89° 56' 04"E	60.00'
L5	N00° 03' 56"E	419.21'
L6	N52° 41' 09"E	13.97'
L7	S89° 41' 03"E	68.08'
L8	N78° 18' 21"E	76.64'
L9	S89° 41' 03"E	51.96'
L10	N00° 16' 50"E	64.89'
L11	S88° 51' 27"W	110.76'
L12	S89° 35' 44"W	59.75'
L13	N45° 21' 41"W	21.20'

Curve Table					
	Radius	Central Angle	Length	Chord Bearing	Chord Distance
C1	1669.65'	07°43'57"	225.33'	N83°30'49"E	225.16'
C2	957.35'	02°23'39"	40.00'	N89°07'07"E	40.00'
C3	1017.35'	06°43'59"	119.55'	S82°57'44"W	119.49'
C4	957.35'	10°00'00"	167.09'	S84°35'44"W	166.88'

Legend

● Change in direction, not point set

O.R.B. Official Records Book

P.O.B. Point of Beginning

P.O.C. Point of Commencement

Sec Section

PREPARED FOR:
 Real Estate Management

DRAWING SCALE:
 1"=100'

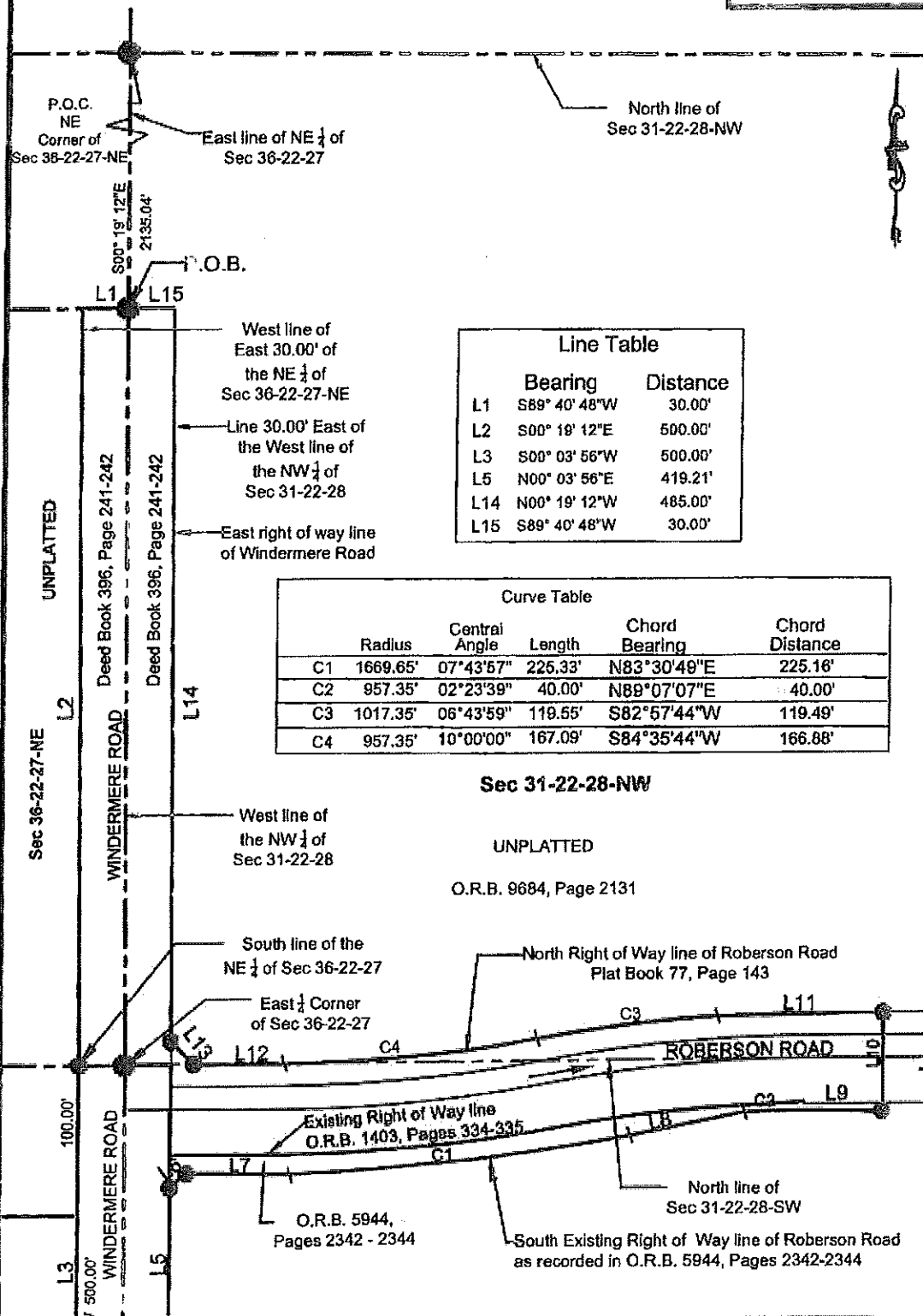
PROJECT NUMBER
 7750

DRAWN BY: Alvarez	DATE: 01/22/2016	SECTION: 36, 31
CHECKED BY: Daynes	JOB No: 7750	TOWNSHIP: 22, 22
APPROVED BY: Daynes	DRAWING FILE: Stoneybrook W Pwy/Roberson-Windermere	RANGE: 27, 28
REVISION DATE: 1/28/16		SHEET 2 OF 3

PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION
 4200 SOUTH JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32836-9205
 (407) 836-7940



SKETCH OF DESCRIPTION
Schedule "A"
Purpose: Road Right of Way



I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION
 WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL
 SUPERVISION AND THAT I AM A LICENSED SURVEYOR
 IN THE STATE OF FLORIDA. I HAVE BEEN PREPARED
 IN ACCORDANCE WITH THE STANDARDS SET FORTH IN
 CHAPTER 177, F.A.C., PURSUANT TO CHAPTER 177 AND
 472, OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE
 SIGNATURE OF A LICENSED SURVEYOR, THIS DRAWING
 SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

[Signature]
 DATE: 1/28/16
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF FLORIDA LICENSE NO. 5470

SKETCH AND DESCRIPTION
 THIS IS NOT A SURVEY, NOR HAS FIELD
 WORK BEEN PERFORMED IN ACCORDANCE
 WITH 33-17, FLORIDA ADMINISTRATIVE
 CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 36-22-27, BEING S00°19'12" E, ASSUMED.
 2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
 3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
 Real Estate
 Management

DRAWING SCALE:
 1"=100'

PROJECT NUMBER
 7750

DRAWN BY: Alvarez	DATE: 01/22/2016	SECTION: 36, 31
CHECKED BY: Daynes	JOB No: 7750	TOWNSHIP: 22, 22
APPROVED BY: Daynes	DRAWING FILE: Stoneybrook W Pwy/Roberson-Windermere	RANGE: 27, 28
REVISION DATE: 1/28/16		SHEET 3 OF 3

PUBLIC WORKS
 ENGINEERING DIVISION
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