



PUBLIC WORKS DEPARTMENT

Mark V. Massaro, P.E., Deputy Director

4200 South John Young Parkway • Orlando, Florida 32839-9205

(407) 836-7972 • Fax (407) 836-8003

<http://www.citizens-first.co.orange.fl.us>

October 25, 1999

RECEIVED

OCT 26 1999

TOWN OF WINDERMERE

Mr. Carl Patterson
Town of Windermere
P. O. Box 669
Windermere, Florida 34787

Subject: Interlocal Agreement for Transfer of Public Roads

Dear Mr. Patterson:

On October 19, 1999, the Board of County Commissioners approved the transfer of Conroy-Windermere Road, Main Street and Sixth Avenue to the jurisdiction of the "Town of Windermere."

Attached for your records is an original executed copy of the Interlocal Agreement.

The deed for these roads is being prepared by the Real Estate Management Division and upon execution, will be forwarded to you for recording into the public records.

We appreciate your assistance and patience throughout this process.

Should you have any questions, please contact David Gionet at 836-7960.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mark V. Massaro".

Mark V. Massaro, P. E.

MVM:DJG:jg

Attachment

cc: William P. Baxter, P. E., Director, Public Works Department
Deodat Budhu, P. E., Manager, Roads & Drainage Division
Donald D. Jacobovitiz, P. E., Assistant Manager, Roads & Drainage Division
Ann Caswell, Assistant Manager, Real Estate Management Division
David J. Gionet, Technical Records Management Supervisor
Roads & Drainage Division

APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 19 1999 VS/BS

INTERLOCAL AGREEMENT

regarding

**TRANSFER OF JURISDICTION OVER
CERTAIN PUBLIC ROADS
WITHIN ORANGE COUNTY ROAD SYSTEM**

between

ORANGE COUNTY, FLORIDA

and

TOWN OF WINDERMERE, FLORIDA

Approved by the Orange County
Board of County Commissioners

10-19, 99

Approved by the Town of
Windermere Town Council

9-20, 99

INTERLOCAL AGREEMENT
regarding
TRANSFER OF JURISDICTION OVER CERTAIN PUBLIC ROADS
WITHIN ORANGE COUNTY ROAD SYSTEM
between
ORANGE COUNTY, FLORIDA
and
TOWN OF WINDERMERE, FLORIDA

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 **Town of Windermere, 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, Florida Statutes, to enter into agreements; and

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

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

WHEREAS, the County and the City have jurisdiction pursuant to Section 335.0415(1), Florida Statutes, over public roads within their respective road systems as of July 1, 1995; and

WHEREAS, any change of the jurisdiction of a public road after July 1, 1995, is governed by Section 335.0415, Florida Statutes; and

WHEREAS, the County and the City have authority pursuant to Section 335.0415(3),

Florida Statutes, to transfer jurisdiction of public roads within their respective road systems by mutual agreement of the governmental entities; and

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, Florida Statutes, public roads; and

WHEREAS, public roads include a “county road system,” a “city street system” and the “State Highway System”; and

WHEREAS, a “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”; and

WHEREAS, a “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”; and

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, 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 . . .”; and

WHEREAS, the term “road” as defined by Section 334.03(23), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs); and

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the County roads, or segments thereof, identified, described or otherwise referenced under this Interlocal Agreement.

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 over Certain County Roads.**

A. Subject to Section 3 below, jurisdiction over the County roads within the County road system, or segments thereof, that are identified, described or otherwise referenced in subsection 2B below (“Roads”), is hereby transferred to the City, and such transferred Roads shall become a part of the City street system.

B. Subject to Section 3 below, the City shall assume jurisdiction over the following County roads:

- i. The roads identified in **Exhibit “A”** attached hereto;
- ii. Any segment of any road identified in **Exhibit “A”** which, on or after the effective date of this Interlocal Agreement, extends from the City’s municipal boundaries into unincorporated areas of the County and back into the City’s municipal boundaries; and
- iii. Any road or segment thereof that is a *local road* within the County road system, regardless of whether it is identified in **Exhibit “A,”** when, after the effective date of this Interlocal Agreement the City

lawfully annexes properties abutting both sides of such road or segment thereof.

3. *City's Jurisdiction over Road(s); Limitation of City's Jurisdiction.*

A. The City's jurisdiction over the Roads includes the authority to own (or accept dedication of), maintain, control, repair, or improve such Roads, and to regulate, warn, or guide traffic on such Roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such Roads.

B. The City shall not alter, modify or regulate traffic on any Roads in such a manner as will reduce or otherwise impede the flow of traffic on the Road or on any other County roads not identified by this Interlocal Agreement (for example, through speed limits, traffic calming devices, speed humps, speed bumps) below ninety percent (90%) of the traffic volume or speed limit identified in **Exhibit "B"** attached hereto without first obtaining permission from the Board of County Commissioners, provided that such permission shall not be unreasonably withheld.

C. The City shall not close or barricade any Roads to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, and miscellaneous special events such as road races, or vacate any portion of any Roads.

D. Except as set forth in subsections 3B, 3C, and 7A, the County shall not have any further or continuing jurisdiction, rights or responsibilities with regard to the Roads.

4. *Transfer of Right-of-Way.*

A. For any right-of-way for any Road that is in the possession of the County by *dedication*, the County hereby dedicates to the City, and the City hereby accepts, such right-

of-way.

B. For any right-of-way for any Road that is or may be held in *fee title* by the County, within thirty (30) days of execution of this Interlocal Agreement by the County, the County shall execute a quitclaim deed in favor of the City substantially in the form attached hereto as **Exhibit “C.”** Within fifteen (15) days of receipt thereof, the City shall accept the deed and right-of-way by recording the deed in the official records of Orange County at the City’s expense.

5. *Term; Termination.*

A. This Interlocal Agreement, and the transfer of jurisdiction (and all associated responsibilities), shall remain in effect unless and until the County and the City terminate this Interlocal Agreement in accordance with subsection 5B.

B. This Interlocal Agreement may be terminated 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.

6. *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.

7. *Remedies.*

A. In the event the City fails to exercise its jurisdiction (including but not limited to maintenance responsibilities) over the Roads in accordance with this Interlocal Agreement and applicable Florida law, the County shall have the right to:

- i. seek specific performance from the City of its obligations under

this Interlocal Agreement and Florida law, without the necessity of showing extraordinary harm; and

- ii. in its sole discretion, undertake (itself or through an independent contractor) any maintenance or operational responsibilities under Florida law not met by the City, and invoice the City for all actual and direct costs to the County incurred in connection with such, which the City shall pay in its entirety.

B. The County's exercise of one or both of the above referenced remedies in any given instance shall in no way repudiate the transfer of jurisdiction (or any associated responsibilities) effected by this Interlocal Agreement.

8. Indemnification. To the extent permitted by Florida law and subject to the limitations of Section 768.28, Florida Statutes, the City shall indemnify, defend, save and hold harmless the County from all claims, demands, liabilities, and suits, including attorneys' fees and costs, arising out of the performance or failure to perform any duty, obligation or responsibility of the City contained in this Interlocal Agreement or any occurrence, act or omission related to the areas over which the City has responsibility under the provisions of this Interlocal Agreement.

9. 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 at a duly held public hearing, 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 parties 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 staff 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 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 the remaining provisions can effectuate the purpose and intent of the parties.

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

i. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

ii. 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.

iii. 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. *Entire Agreement.* This Interlocal 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.

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 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 Attorney's Office
Orange County Administration Center

201 South Rosalind Avenue, Fifth Floor
Orlando, Florida 32801-4328
Attention: County Attorney
Facsimile: (407) 836-5888

If to City:

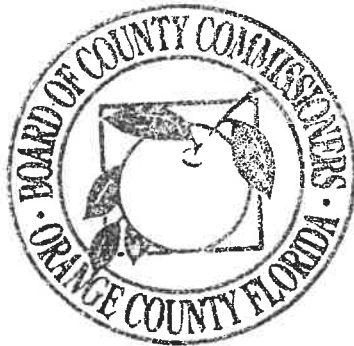
Town Manager
PO Drawer 664
Winterport Fl 34786-0664

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.

10. 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.

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



ORANGE COUNTY, FLORIDA
By: The Board of County Commissioners

By: Mel Martinez
Mel Martinez, County Chairman

Date: 10.19.99

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: Martha O. Haynie
Deputy Clerk

CITY OF Windermer, FLORIDA

By: Karen Donna Pancher, Mayor

Date: 9-20-99

ATTEST:

Dorothy Burkhalter
CITY CLERK
Name: Dorothy Burkhalter

EXHIBIT "A"

- Conroy-Windermere Road: From East Town Boundary to Ridgewood Drive.
- Sixth Avenue: From Ridgewood Drive to Main Street.
- Main Street: From Chase Road to North Town Boundary.
- Chase Road: From Main Street to West Town Boundary.

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EXHIBIT "B"

- Conroy-Windermere Road West of Apopka Vineland Road: 1998 Average Annual Daily Traffic of 14,351
- Main Street: From North Town Boundary to Park Avenue - 35 M.P.H. Average Annual Daily Traffic of 12,599
- Main Street: From Park Avenue to Sixth Avenue - 30 M.P.H. Average Annual Daily Traffic of 10,218
- Main Street: From Sixth Avenue to Chase Road - 25 M.P.H. Average Annual Daily Traffic of 5,599
- Chase Road: From Main Street to West Town Boundary - 25 M.P.H.
- Sixth Avenue: From Main Street to East of Ridgewood Drive - 30 M.P.H.
- Conroy-Windermere Road: From East of Ridgewood Drive to Down Point Lane - 30 M.P.H.
- Conroy-Windermere Road: From Down Point Lane to East Boundary - 35 M.P.H.

KRG

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 19 1999 VS/BS

Orange Co FL 1999-0493862
111699 10:15:35am
OR Bk 5882 Pg 706
Rec 19.50

Project: Town of Windermere - Road Transfer Agreement

COUNTY DEED

THIS DEED, Made the 16th day of November A.D., 1999, by ORANGE COUNTY, FLORIDA, whose post office address is Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Town of Windermere, Florida, a municipal corporation created and existing under the laws of the State of Florida, whose address is P.O. Drawer 669, Windermere, FL 34786, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$ _____ 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 EXHIBIT "A"

Property Appraisers Parcel Identification Folio Number(s):

Not Assessed

This County Deed is being executed in accordance with the Interlocal Agreement regarding transfer of jurisdiction over certain public roads with the Orange County Road System between Orange County, Florida and the Town of Windermere, Florida.

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: Town of Windermere - Road Transfer Agreement

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

(Official Seal)



ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: Mel Martinez
Mel Martinez, County Chairman

DATE: NOV 01 1999

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

BY: Rosilyn M. Stapleton
Deputy Clerk

Rosilyn M. Stapleton
Printed Name

OR Bk 5882 Pg 707
Orange Co FL 1999-0493862

This instrument prepared by:
E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida.

S:\Project Document Files\1_Misc. Documents\T\Town of Windermere Road
Transfer Agreement Deed.doc 10/26/99ab

Exhibit "A"

OR Bk 5882 Pg 708
Orange Co FL 1999-0493862

- **Conroy-Windermere Road: From East Town Boundary to Ridgewood Drive**

All that portion of Conroy-Windermere Road right-of-way lying west of the southerly projection of the east boundary line of Windermere Reserve as recorded in Plat Book 27, Page 46-47, Public Records of Orange County, Florida, and lying east of the west line of the Southwest $\frac{1}{4}$ of Section 9, and east of the west line of the Northwest $\frac{1}{4}$ of Section 16, all in Township 23 South, Range 28 East.

Together with all that portion of Highland Avenue right-of-way (as shown on Plat Book Q Page 39 of the Public Records of Orange County), lying west of the west line of the Southwest $\frac{1}{4}$ of aforesaid Section 9 and west line of the Northwest $\frac{1}{4}$ aforesaid Section 16 and lying east of the southerly projection of the west lot line of Lot E-17 (and easterly right-of-way line of Ridgewood Drive) as shown on the Re-plat of the Town of Windermere as recorded in Plat Book Q, Page 39, Public Records of Orange County, Florida. All being and lying in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Section 9, Township 23 South, Range 28 East – the Southeast $\frac{1}{4}$ of Section 8, Township 23 South, Range 28 East – the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Section 16, Township 23 South, Range 28 East and the Northeast $\frac{1}{4}$ of Section 17, Township 23, Range 28 East.

- **Sixth Avenue: From Ridgewood Drive to Main Street**

All that portion of Sixth Avenue and Highland Avenue right-of-way as shown on the Re-plat of the Town of Windermere as recorded in Plat Book Q, page 39 Public Records of Orange County, lying west of the southerly projection of the westerly lot line of Lot E-17 (and southerly projection of the east right-of-way line of Ridgewood Drive) and lying east of the Northerly projection of the west right-of-way line of Bessie Street as shown on said Re-plat of the Town of Windermere. Together with all that portion of Sixth Avenue right-of-way as shown on the Plat of Windermere as recorded in Plat Book G, Page 36-39 lying west of the northerly projection of the west right-of-way line of Bessie street as shown on said Plat of Windermere and said Re-plat of the Town of Windermere and lying east of the easterly right-of-way of Main Street as shown on said Plat of Windermere. All being and lying in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Section 8, Township 23 South, Range 28 East.

- **Chase Road: From Main Street to West Town Boundary**

All that part of Chase Road right-of-way lying west of the west right-of-way line of Main Street and north of the south line of the Northeast $\frac{1}{4}$ of Section 17, Township 23 South, Range 28 East, said south line as shown on the Plat of Windermere as recorded in Plat Book G, Page 36-39, Public Records of Orange County, Florida. All being and lying in the Northeast $\frac{1}{4}$ of Section 17, Township 23, South, Range 28 East

Exhibit "A"

OR Bk 5882 Pg 709
Orange Co FL 1999-0493862

Recorded - Martha D. Haynie

- **Main Street: From Chase Road To North Town Boundary**

All that portion of Main Street right-of-way and Maguire Road right-of-way lying north of the Westerly extension of the Southerly right-of-way of Twelfth Avenue as shown in the Plat of Windermere as recorded in Plat Book G, Page 36-39, Public Records of Orange County, Florida and lying south of the north line of the Southeast $\frac{1}{4}$ of Section 6, Township 23 South, Range 28 East. All being and lying in the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Section 17, Township 23 South, Range 28 East - the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Section 8, Township 23 South, Range 28 East the Northeast $\frac{1}{4}$ of Section 7, Township 23 South, Range 28 East and the Southeast $\frac{1}{4}$ of Section 6, Township 23 South, Range 28 East.