

**ORDINANCE NO. 2791-10**

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA AMENDING WITHIN THE CHARTER LAWS OF  
THE CITY OF WINTER PARK, SECTION 1.02,  
"CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX  
THE PROPERTIES AT 1807, 1810, 1850, 1911 and 1922  
STONEHURST ROAD AND THE EAST KINGS WAY AND  
STONEHURST ROAD RIGHT-OF-WAY THEREOF, MORE  
PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park, and

**WHEREAS**, the annexation of said property meets the criteria established by Chapter 171, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication once a week for two consecutive weeks in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held, and

**WHEREAS**, pursuant to the interlocal agreement between Orange County, Florida and the City of Winter Park, Florida permitting the inter-jurisdictional transfer of the East Kings Way and Stonehurst Road right-of-ways to the City as approved by the Orange County Board of County Commissioners on November 17, 2009 and by the City of Winter Park as part of this Ordinance.

**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That pursuant to this annexation, the interlocal agreement between Orange County, Florida and the City of Winter Park, Florida permitting the inter-jurisdictional transfer of the East Kings Way and Stonehurst Road right-of-ways to the City as approved by the Orange County Board of County Commissioners on November 17, 2009 is hereby approved by the City of Winter Park.

**SECTION 2.** That Section 1.02 "Corporate Limits Described," of the Charter Laws of the City of Winter Park be hereby amended and modified so as to annex the properties at 1807, 1810, 1850, 1911 and 1922 Stonehurst Road and including the East Kings Way and Stonehurst right-of-ways, as depicted in the map attached as Exhibit "A" and as more particularly described as follows:

**Metes and Bounds Legal Description:**

That part of Lot 19, and Lots 3, 8, 12 and 17, all of Stonehurst Drive and East Kings Way right-of-way of Stonehurst Estates, according to the Plat thereof, as recorded in Plat Book "U", Page 9, of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Lot 3, of Stonehurst Estates; thence run South 89°59'52" East along the South line of said Lot 3, a distance of 200.00 feet to the Southeast corner of said Lot 3; thence South 00°18'00" East along the West right-of-way line of said Stonehurst Drive, 380.00 feet to the Northeast corner of said Lot 8; thence South 90°00'00" West along the North line of said Lot 8, a distance of 200.00 feet to the Northwest corner of said Lot 8; thence South 00°18'00" East along the West line of said Lot 8, a distance of 95.00 feet to the Southwest corner of said Lot 8; thence North 90°00'00" East along the South line of said Lot 8, a distance of 200.00 feet to the Southeast corner of said Lot 8; thence South 00°18'00" East along said West right-of-way line of Stonehurst Drive 284.36 feet to the North right-of-way line of Glenridge Way, (as now established); thence North 89°56'00" East along said North right-of-way line 295.00 feet to the Southeast corner of the aforesaid Lot 12; thence North 00°18'00" West along the East line of said Lot 12, a distance of 96.40 feet to the Northeast corner of said Lot 12; thence North 89°59'52" West along the North line of said Lot 12, a distance of 200.00 feet to the Northwest corner of said Lot 12; thence North 00°18'00" West along the East right-of-way line of said Stonehurst Drive 400.00 feet to the Southwest corner of the aforesaid Lot 17; thence South 89°59'52" East along the South line of said Lot 17, a distance of 200.00 feet to the Southeast corner of said Lot 17; thence North 00°18'00" West along the East line of said Lot 17, a distance of 100.00 feet to the Northeast corner of said Lot 17; thence North 89°59'52" West along the North line of said Lot 17, a distance of 200.00 feet to the Northwest corner of said Lot 17; thence North 00°18'00" West along said East right-of-way line of Stonehurst Drive 100.00 feet to the Southwest corner of the aforesaid Lot 19; thence South 89°59'52" East along the South line of said Lot 19, a distance of 200.00 feet to the Southeast corner of said Lot 19; thence North 00°18'00" West along the East line of said Lot 19, a distance of 90.00 feet; thence departing said East line run North 89°59'52" West 200.00 feet to said East right-of-way line of Stonehurst Drive; thence North 00°18'00" West along said East right-of-way line 127.60 feet to the Point of Intersection with said East right-of-way line and the North right-of-way line of the aforementioned Kings Way; thence North 89°59'52" West along said North right-of-way line 295.00 feet to the Southwest corner of Lot 2, of said Stonehurst Estates; thence South 00°18'00" East along the West line of said Stonehurst Estates 155.00 feet to the Point of Beginning.

Containing therein 4.46 acres, more or less.

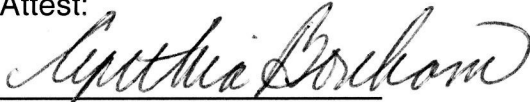
**SECTION 3.** This ordinance shall take effect on February 1, 2010.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of January, 2010.



\_\_\_\_\_  
Mayor Kenneth W. Bradley

Attest:



\_\_\_\_\_  
City Clerk Cynthia Bonham

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 17 2009 *CSJB*

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**INTERLOCAL AGREEMENT**

**between**

**ORANGE COUNTY, FLORIDA**

**and**

**CITY OF WINTER PARK, FLORIDA**

**regarding**

**JURISDICTION to OPERATE AND MAINTAIN**

**STONEHURST ROAD FROM GLENRIDGE WAY TO EAST KINGS WAY AND EAST  
KINGS WAY  
(ROADWAYS LOCATED WITHIN STONEHURST ESTATES SUBDIVISION)**

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Approved by the Orange County  
Board of County Commissioners  
*November 17*, 2009

Approved by the City of Winter Park  
City Commission  
*JANUARY 11*, ~~2009~~ 2010



**INTERLOCAL AGREEMENT**  
**between**  
**ORANGE COUNTY, FLORIDA**  
**and**  
**CITY OF WINTER PARK, FLORIDA**

**regarding**

**JURISDICTION to OPERATE AND MAINTAIN**  
**STONEHURST ROAD FROM GLENRIDGE WAY TO EAST KINGS WAY AND EAST**  
**KINGS WAY**  
**(ROADWAYS LOCATED WITHIN STONEHURST ESTATES SUBDIVISION)**

**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 Winter Park, 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;

WHEREAS, the 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(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 . . .”;

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);

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, a “local road” is defined by Section 334.03(15), Florida Statutes, as “a route providing service which is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property”;

WHEREAS, pursuant to Section 335.0415(1), Florida Statutes (2005), 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 (1993), 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, on June 4, 1955 a plat which included the Stonehurst Estates Subdivision and all streets within the Stonehurst Estates Subdivision, dedicated those streets to the perpetual use of the public (see Plat Book "U", Page 9);

WHEREAS, the City now desires to accept dedication of, operate, maintain, control, and have responsibility over these roads, specifically the local County road known as Stonehurst Road from Glenridge Way to East Kings Way, including that portion of East Kings Way located within the Stonehurst Estates Subdivision;

WHEREAS, this Interlocal Agreement is intended solely to address the transfer of Stonehurst Road and that portion of East Kings Way located within the Stonehurst Estates Subdivision from the County road system to the 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 such road upon the effective date of this Interlocal Agreement;

**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 law enforcement authority or the Orange County Sheriff's Office) 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. Jurisdiction of Stonehurst Road and that portion of East Kings Way located within the Stonehurst Estates Subdivision; Limitations.**

**A.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the local road known as Stonehurst Road from Glenridge Way to East Kings Way, including that portion of East Kings Way located within the Stonehurst Estates Subdivision lying within the plat of Stonehurst Estates Subdivision as recorded in Plat Book "U", Page 9, of the Public Records of Orange County, Florida (see Exhibit A hereto).

**B.** The City's jurisdiction to operate and maintain Stonehurst 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, and to regulate, warn, or guide traffic on such road, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such road. Stonehurst is therefore deemed to be a part of the "City street system" for

purposes of operation and maintenance.

**3. Dedication and Acceptance.**

For any portion of Stonehurst that was heretofore dedicated and that the County heretofore accepted, the County hereby dedicates such portion to the City, and the City hereby accepts such dedication.

**4. 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 each party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereby 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 and wording herein shall be construed equally against the parties.

**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 intended 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.**

**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 attorneys fees and costs at both the trial and appellate levels.

**F. Entire Agreement.** This Interlocal Agreement 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 have no further effect.

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

**H. 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.

**I. 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:      Director, Orange County Public Works Department  
4200 South John Young Parkway  
Orlando, Florida 32839  
Facsimile: 407-836-7716

With a copy to:      County Attorney  
Orange County Administration Center  
201 South Rosalind Avenue  
Orlando, Florida 32801  
Facsimile: 407-836-5888

If to the City:      City Manager  
401 Park Avenue South  
Winter Park, Florida 32789-4386  
Facsimile: 407-599-3499

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.

**5. 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: Board of County Commissioners

By: Richard T. Crotty  
Richard T. Crotty

7<sup>th</sup> Orange County Mayor

Date: 11.17.09

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

By: Varian P. Hampton  
Asst Deputy Clerk

Print Name: Varian P. Hampton

**CITY OF WINTER PARK**

By: City Commission

By: Kenneth W. Bradley  
Kenneth W. Bradley, Mayor

Attest: Cindy Bonham  
Cindy Bonham, City Clerk

APPROVED BY THE WINTER PARK  
CITY COMMISSION AT A MEETING

HELD ON JAN. 11, ~~2009~~ 2010  
UNDER AGENDA ITEM 4.a)



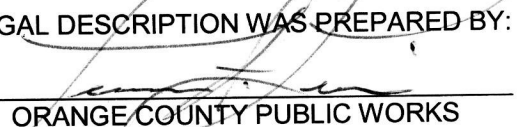
EXHIBIT A

LEGAL DESCRIPTION  
FOR  
THE TRANSFER OF EAST KINGS WAY  
AND STONEHURST ROAD  
RIGHTS OF WAY  
TO THE  
CITY OF ORLANDO

A portion of right of way lying in Section 17, Township 22 South, Range 30 East, Orange County, Florida and being more particularly described as follows:

All that right of way for East Kings Way and Stonehurst Road, Stonehurst Estates as described in Plat Book U, page 9 of the Public Records of Orange County Florida.

Containing 2.35 acres, more or less.

LEGAL DESCRIPTION WAS PREPARED BY:  
NAME   
ORANGE COUNTY PUBLIC WORKS