



Orange County Government

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

Legislation Text

File #: 25-949, **Version:** 1

Interoffice Memorandum

DATE: June 13, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: John Westmoreland, Division Chief

CONTACT: John Westmoreland, Division Chief

PHONE: 407-836-9178

DIVISION: Fire Logistics Division

ACTION REQUESTED:

Approval and execution of Limited Non-Exclusive License Agreement (Orlo Vista Chamber of Commerce Wall Repair) by and between The Orlo Vista Chamber of Commerce and Orange County. (Fire Logistics Division)

PROJECT: Non-Exclusive License Agreement between Orange County and The Orlo Vista Chamber of Commerce

PURPOSE: Orange County is entering into an agreement with The Orlo Vista Chamber of Commerce to access the property located at 38 S. Hastings Street, Orlando, Florida 32835. This access will allow the County to complete stormwater system repairs to the property for the benefit of the owner.

BUDGET: N/A

BCC Mtg. Date: July 15, 2025

THIS INSTRUMENT PREPARED BY:

Desmond Morrell, a staff attorney
in the course of duty with the
Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
25-22-28-6424-06-090

Project: Fire Station #30 – Drainage Issues
Orlo Vista Chamber – Stormwater System Project

LIMITED NON-EXCLUSIVE LICENSE AGREEMENT
(Orlo Vista Chamber of Commerce Wall Repair)

This Limited Non-Exclusive License Agreement (the “License”) is entered into as of the Effective Date (defined below) by and between **The Orlo Vista Chamber of Commerce**, a Florida not for profit corporation (the “Owner”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, (“County”) for the purposes set forth herein.

RECITALS

A. Owner is the fee simple owner of a certain tract of real property in Orange County, Florida, located at 38 S. Hastings Street, Orlando, Florida 32835, and bearing Orange County Property Appraiser's Parcel Number 25-22-28-6424-06-090, more specifically described in the attached **Exhibit A** (the “Property”).

B. County is the fee simple owner of a certain tract of real property in Orange County, Florida, located at 20 S. Hastings Street, Orlando, Florida 32835, and bearing the Orange County Property Appraiser's Parcel Number 25-22-28-0000-00-106, which is the current location of Fire Station #30 (the “County Parcel”).

C. The Property is adjacent to the County Parcel and County has requested a license from the Owner for a right of entry to the Property to perform Work (defined below) on the Property for the benefit of the Owner.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. Grant. Owner hereby grants to County, its employees, contractors, subcontractors, consultants, and agents (collectively, the “Entrants”) a non-exclusive license over, upon, and across the Property for the purposes stated below, all subject to the terms, conditions and limitations set forth in this License.

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2. Purpose of License. The purpose of this license is as follows:

- a. Allow Entrants to access the Property from the adjacent County Parcel.
- b. Allow Entrants to enter the Property with equipment and machinery as may be necessary to complete the Work. This includes allowing Entrants to stage and store materials and equipment on the Property while they are actively performing the Work.

3. The Work will consist of the following:

- a. Repair or replacement of internal stormwater management system consisting of approximately 70 feet of storm piping on the west side of the Orlo Vista Chamber of Commerce Building, 130 feet of piping along the north side of the Building, and a stormwater manhole.
- b. Licensee shall, upon completion of the Work, ensure soil stabilization in the areas affected, restore all affected areas to their original condition, or to a condition reasonably equivalent thereto.
- c. The areas where the Work will be conducted are depicted in the attached **Exhibit B**.

4. Term of License.

- a. **Term.** Unless sooner terminated, the term of this License shall begin on the Effective Date and expire upon the completion of the Work or after one (1) year from the Effective Date, whichever occurs first (the “Term”).
- b. **Sale of Property.** If Owner transfers ownership of the Property prior to the expiration of the Term, this License shall automatically terminate.
- c. **County’s Termination.** The grant of this License does not obligate the County to perform the Work. County may terminate its interest in this License by providing written notice to Owner as provided herein.

5. Notice. The parties agree that the following are the designated persons to receive notice for purposes of this License. Any notices which may be permitted or required under this License must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

As to Owner:	with a copy to:
The Orlo Vista Chamber of Commerce Attn: Brian Harris, President 38 S. Hastings Street Orlando, Florida 32835	N/A
As to County:	with a copy to:
Orange County, Florida Orange County Fire Rescue Department	Orange County, Florida Orange County Public Works Department

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Attn: Chief John Westmoreland P.O. Box 5879 Winter Park, Florida 32793	Attn: Eduardo Avellaneda, P.E., Manager Roads & Drainage 4200 S. John Young Parkway Orlando, Florida 32839
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6. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this License.

County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

7. Insurance. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the County acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. The County agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the County shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the County of its liability and obligations under this License.

The County shall require all contractors performing work within the Property to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

8. Miscellaneous.

a. Recitals; Exhibits. The foregoing recitals and referenced Exhibits are true and correct and are incorporated herein by reference.

b. License; No Grant of Easement. This License is intended and will be construed only as a temporary license to enter the Property for purposes of completing the Work, it is expressly stipulated that the License granted herein is for permissive use only and that any activity conducted by the Entrants within the Property pursuant to this License shall not operate to create or vest any easement, possessory interest, or other property right in County or anyone else.

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c. Recording. The parties agree that this License shall not be recorded in the Public Records of Orange County, Florida.

d. Effective Date. The effective date of this Agreement (the “Effective Date”) shall be the later of: (i) the date this License is executed by Owner; **or** (ii) the date this License is approved and executed by the Orange County Board of County Commissioners.

e. Delegation of Authority. The Fire Chief of the Orange County Fire Rescue is hereby delegated, on behalf of County, the authority to furnish notices as contemplated herein, agree to and execute extensions to the Term of this License or terminate the County’s interest in this License.

f. Entire Agreement; Modification. This License contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this License shall be of any force or effect. No amendment to this License shall be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

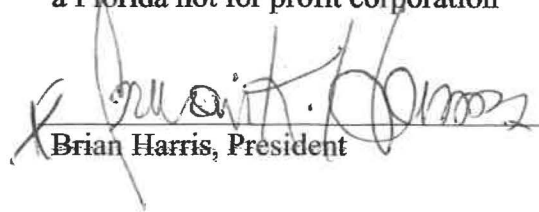
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SIGNATURES AND EXHIBITS TO FOLLOW

Project: Fire Station #30 – Drainage Issues
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IN WITNESS WHEREOF, the parties have executed this Limited Non-Exclusive License Agreement as of the Effective Date.

OWNER:
The Orlo Vista Chamber of Commerce,
a Florida not for profit corporation




Brian Harris, President

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16th day of June 2025, by Brian Harris, President of The Orlo Vista Chamber of Commerce, a Florida not for profit corporation, on behalf of the corporation. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)



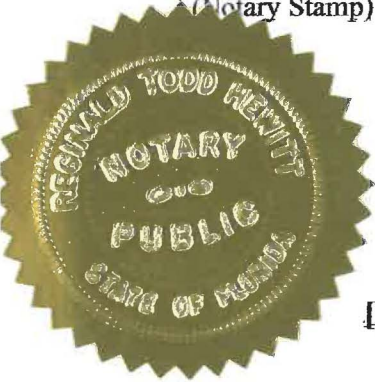
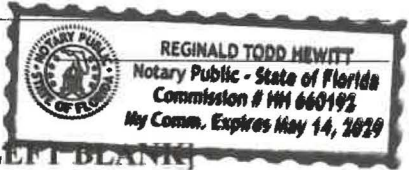
Notary Signature

Reginald Todd Hewitt

Print Notary Name

Notary Public of:

My Commission Expires:



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COUNTY SIGNATURE AND EXHIBITS TO FOLLOW

Project: Fire Station #30 – Drainage Issues
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COUNTY:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Jerry L. Demings

Jerry L. Demings
Orange County Mayor

Date:

07/15/2025
(mm/dd/yyyy)

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

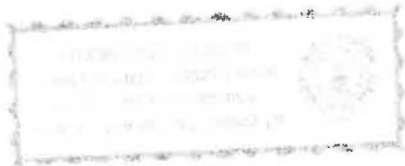
BY:

David Rooney

Deputy Clerk

DAVID ROONEY

Printed Name



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EXHIBIT B
The Work

Repair or replacement of internal stormwater management system



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