



Legislation Text

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**File #:** 24-1733, **Version:** 1

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**Interoffice Memorandum**

**DATE:** November 13, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Mindy T. Cummings, Manager

**FROM:** Sara Solomon, Senior Title Examiner

**CONTACT:** Mindy T. Cummings, Manager

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of Limited Non-Exclusive License Agreement by and between Primrose Properties, Inc. and Orange County for Primrose Center - Great Oaks Property Line. District 3. **(Real Estate Management Division)**

**PROJECT:** Primrose Center - Great Oaks Property Line

**PURPOSE:** To provide for access to perform the necessary actions to remove obstructions over land designated for a walkway.

**ITEM:**

Limited Non-Exclusive License Agreement  
Revenue: None

**BUDGET:** N/A

**REVENUE:** N/A

**FUNDS:** N/A

**APPROVALS:**

Real Estate Management Division  
County Attorney's Office

Risk Management Division  
Facilities Management Division

**REMARKS:** The action is to provide access to the County to perform the scope of work as specified within the License Agreement to remove existing improvements on the adjacent property for the purpose of restoring access over land designated as a walkway.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**DEC 03 2024**

**THIS INSTRUMENT PREPARED BY:**

Anmber Ayub, a staff employee  
in the course of duty with the  
Real Estate Management Division of Orange  
County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
06-23-30-0000-00-045

**Project:** Primrose Center – Great Oaks Property Line

**LIMITED NON-EXCLUSIVE LICENSE AGREEMENT**

**This Limited Non-Exclusive License Agreement** (the “**License**”) is entered into as of the Effective Date (defined below) by and between **PRIMROSE PROPERTIES, INC.**, 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 2733 South Fern Creek Avenue, Orlando, Florida 32806, and bearing Orange County Property Appraiser's Parcel Number 06-23-30-0000-00-045, 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 1718 East Michigan Street, Orlando, Florida 32806, and bearing the Orange County Property Appraiser's Parcel Number 06-23-30-0000-00-017 (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.

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

**a.** Allow Entrants to access the Property from the adjacent County Parcel.

**Project:** Primrose Center – Great Oaks Property Line

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. Trim and remove tree branches which hang over the Property from the County Parcel.

b. Demolish the existing concrete slab located on the Property and remove the associated debris;

c. Remove existing sections of fence which obstruct passage through the Property.

d. Restore the Property to a safe and sanitary condition in the same or similar condition as the one existing, less and except the concrete slab, branches and fencing removed per this License, before the Entrants use of the Property.

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.

<b>As to Owner:</b>	<b>with a copy to:</b>
Primrose Properties, Inc. Attn: Chief Operating Officer 2733 S. Fern Creek Avenue Orlando, Florida 32806	N/A
<b>As to County:</b>	<b>with a copy to:</b>
Orange County, Florida Facilities Management Division	Orange County, Florida Real Estate Management Division

**Project:** Primrose Center – Great Oaks Property Line

Attn: Manager, Facilities Management Division 2010 E. Michigan Street Orlando, Florida 32806	Attn: Program Manager - Development <u>Physical Address:</u> 400 E. South St., 5th Floor Orlando, Florida 32801 <u>Mailing Address:</u> P.O. Box 1393 Orlando, Florida 32802-1393  Orange County, Florida Attn: Deputy Director, Community and Family Services Department 2100 E. Michigan Street Orlando, Florida 32806
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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.

**Project:** Primrose Center – Great Oaks Property Line

**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.

**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 Manager of the Orange County Real Estate Management Division 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:** Primrose Center – Great Oaks Property Line

**IN WITNESS WHEREOF**, the parties have executed this Limited Non-Exclusive License Agreement as of the Effective Date.

**OWNER:**

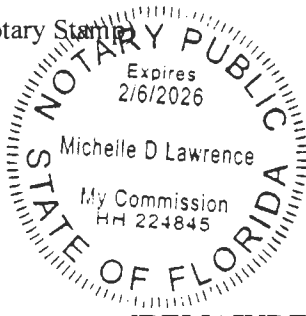
Primrose Properties, Inc.,  
a Florida not for profit corporation


  
\_\_\_\_\_  
Jake White, Chief Operating Officer

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of OCT 2024, by Jake White, Chief Operating Officer of Primrose Properties, Inc., 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

Michelle Lawrence  
\_\_\_\_\_  
Print Notary Name

Notary Public of: Orange County  
My Commission Expires: 2/6/2026

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***COUNTY SIGNATURE AND EXHIBITS TO FOLLOW***

**Project:** Primrose Center -- Great Oaks Property Line

**COUNTY:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



*Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date:

12/03/2024  
(mm/dd/yyyy)

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

**BY:**

*Jennifer Lara-Klimetz*  
for Deputy Clerk

Jennifer Lara-Klimetz  
Printed Name



Project: Primrose Center – Great Oaks Property Line

EXHIBIT A  
The Property

**PARCEL 1:**

**FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, SAID POINT BEING AT THE INTERSECTION OF THE CENTERLINE OF RAEFORD ROAD AND FERN CREEK DRIVE, AS SHOWN IN THE PLAT OF GREENBRIAR, UNIT 5, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN NORTH 00°10'00" EAST, ALONG THE CENTERLINE OF SAID FERN CREEK DRIVE, A DISTANCE OF 1109.44 FEET; THENCE NORTH 89°51'30" EAST, A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF FERN CREEK DRIVE; THENCE CONTINUE NORTH 89°51'30" EAST, A DISTANCE OF 301.40 FEET; THENCE SOUTH 00°11'28" WEST, A DISTANCE OF 11.10 FEET; THENCE SOUTH 89°51'30" WEST, A DISTANCE OF 301.40 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF FERN CREEK DRIVE; THENCE NORTH 00°10'00" EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 11.10 FEET TO THE POINT OF BEGINNING.**

**PARCEL 2:**

**NORTH 142.16 FEET OF SOUTH 422.16 FEET OF THE WEST ONE-HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, LESS RIGHT OF WAY FOR COUNTY ROAD ON THE WEST SIDE.**

**PARCEL 3:**

**NORTH 50 FEET OF SOUTH 280 FEET OF THE WEST ONE-HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, LESS RIGHT OF WAY FOR COUNTY ROAD ON THE WEST SIDE.**

**PARCEL 4:**

**NORTH 130 FEET OF THE SOUTH 230 FEET OF THE WEST ONE-HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, LESS RIGHT OF WAY FOR COUNTY ROAD ON THE WEST SIDE.**

**PARCEL 5:**

**SOUTH 100 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR ROAD.**

**PARCEL 6:**

**FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, OF ORANGE COUNTY, FLORIDA. THENCE RUN NORTH 89°39'04" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 330.89 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, RUN THENCE NORTH 00°15'22" WEST, ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM THE POINT OF BEGINNING, CONTINUE THENCE NORTH 00°15'22" WEST, ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1027.63 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 422.16 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6; RUN THENCE NORTH 89°45'44" EAST, ALONG SAID NORTH LINE OF THE SOUTH 422.16 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 30.00 FEET; RUN THENCE SOUTH 00°15'22"**

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**EAST, A DISTANCE OF 605.85 FEET; RUN THENCE NORTH 88°30'55" EAST, A DISTANCE OF 350.89 FEET; RUN THENCE SOUTH 01°23'50" EAST, A DISTANCE OF 428.75 FEET TO A POINT 60.00 FEET FROM, (WHEN MEASURED PERPENDICULARLY), THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6; RUN THENCE SOUTH 89°39'04" WEST, PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 389.35 FEET TO THE POINT OF BEGINNING.**

**ALL BEING AND LYING IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, OF ORANGE COUNTY, FLORIDA.**

**LESS AND EXCEPT:**

**PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, LYING WITHIN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, THENCE RUN NORTH 00°10'00" EAST, ALONG THE WEST LINE OF SAID SECTION 6, 1109.44 FEET; THENCE RUN NORTH 89°51'30" EAST, 30.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FERN CREEK AVENUE; THENCE CONTINUE NORTH 89°51'30" EAST, 301.25 FEET; THENCE RUN SOUTH 00°11'28" WEST, 11.10 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2719, PAGE 1759 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°11'28" WEST, 11.94 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 343, PAGE 132, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°49'01" WEST, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 343, PAGE 132, 301.24 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 343, PAGE 132 AND SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN NORTH 00°10'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.24 FEET TO THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 2719, PAGE 1759; THENCE RUN NORTH 89°51'30" EAST, ALONG THE SOUTH LINE IN SAID OFFICIAL RECORDS BOOK 2719, PAGE 1759, 301.25 FEET TO THE POINT OF BEGINNING.**

**AND**

**Lot 2, Block C, of LAKEVIEW ACRES, according to the Plat thereof as recorded in Plat Book S, Page(s) 128, of the Public Records of Orange County, Florida, and**

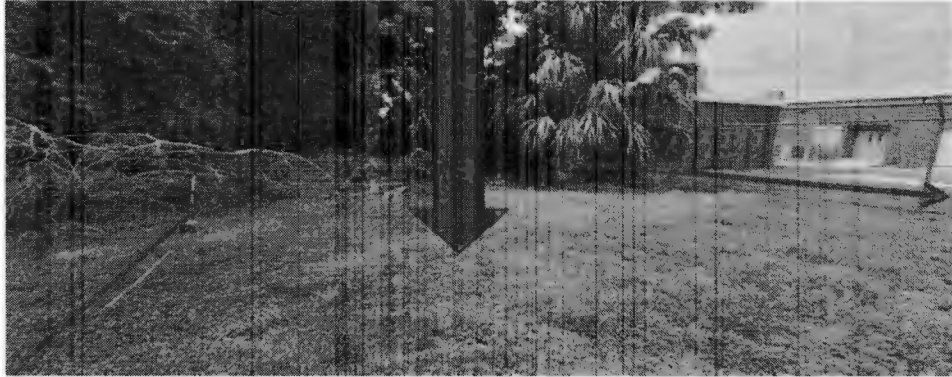
**Lot 4, Block B, DOVER SHORES FOURTH ADDITION, as per plat thereof, recorded in Plat Book U, Page 126, Public Records of Orange County, Florida, and**

**Lots 1 through 3, inclusive, Block B of REST HAVEN, according to the Plat thereof as recorded in Plat Book M, Page(s) 67, of the Public Records of Orange County, Florida.**

**Project:** Primrose Center – Great Oaks Property Line

**EXHIBIT B**  
**The Work**

**Primrose property**



- \*\*\*\*\*
- 1) **Oak Tree branches hanging over Primrose property**



- 2) **Remove concrete slab and install sod:**



**Project:** Primrose Center – Great Oaks Property Line



**3) Remove two existing sections of fence:**



**Project:** Primrose Center – Great Oaks Property Line

**Remove two existing sections of fence highlighted in orange:**

**Primrose property**

