



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: December 14, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: William J. Blackham, Assistant Manager *WJB*
Real Estate Management Division

FROM: Jeffrey Sponenburg, Title Program Manager *JS*
Real Estate Management Division

CONTACT PERSON: William J. Blackham, Assistant Manager

DIVISION: Real Estate Management
Phone: (407) 836-7352

ACTION REQUESTED: Approval and execution of Right of Entry Agreement between Orange County and The School Board of Orange County, Florida

PROJECT: University High School/Econ Trail Pedestrian Bridge and Spillway

District 5

PURPOSE: To allow for the performance of due diligence activities.

ITEM: Right of Entry Agreement
Cost/Revenue: None/Donation
Size: 2.14 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Parks and Recreation Division

REMARKS: This Right of Entry Agreement grants permission to the School Board to enter upon a portion of the Econlockhatchee Trail property that is owned by Orange County in order to perform due diligence activities. This is in conjunction with the repair of the pedestrian bridge and drainage spillway that serves University High School.



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: January 14, 2021

TO: William J. Blackham, Assistant Manager
Real Estate Management Division, BCC

FROM: Katie Smith, Deputy Clerk
Comptroller Clerk of BCC **LL for KS**

SUBJECT: Request for Execution of Document, Administrative Services Department
Consent Item 12, Legislative File # 21-059, January 12, 2021

Enclosed is the Right of Entry Agreement (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on January 12, 2021.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy terese.parsons@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before February 12, 2021, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:ll

Enclosure (1)

dl: Jeffrey Spoonenburg, Title Program Manager, Administrative Services Department, BCC [email]

Darren Gray, Deputy County Administrator, BCC [email]

Farling Betancourt, Administrative Assistant, Planning, Environmental and Development Services Department, BCC [email]

Terese Parsons, Executive Assistant, County Administrator's Office, BCC [email]

Pending File

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, is made and entered into as of the date of last execution below, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County") and THE SCHOOL BOARD OF ORANGE COUNTY, Florida, a body corporate existing under the Constitution and laws of the State of Florida, (the "School Board") whose address is: 445 West Amelia Street, Orlando, Florida 32805.

RECITALS:

WHEREAS, County is the owner of certain real property located in Orange County, Florida, and more particularly described in Exhibit "A" (the "County Property");

WHEREAS, County and School Board desire to enter into an agreement to cooperatively facilitate repairs to the Econ Trail pedestrian bridge and drainage spillway serving University High School (the "Project"); and

WHEREAS, due diligence and engineering activities are necessary to develop plans and specifications for the Project; and

WHEREAS, County and School Board have agreed that School Board will engage consultants to perform due diligence and engineering activities necessary to develop plans and specifications for the Project; and

WHEREAS, School Board's employees, consultants, and subcontractors will need access to County Property to carry out the necessary due diligence and engineering activities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.

2. Right of Entry. The County hereby grants permission for School Board to enter upon the County Property solely and exclusively for the purpose of allowing School Board's employees, consultants, and subcontractors to perform due diligence and engineering activities necessary to develop plans and specifications required to carry out the Project. School Board will provide County with copies of any and all reports, studies, surveys, and other due diligence and engineering information containing the results of School Board's due diligence and engineering activities within 5 business days after receipt.

3. Maintenance of Traffic. The County agrees to coordinate with School Board to close off any portion of the trail system to pedestrian traffic necessary to allow due

diligence to occur in a prudent and safe manner.

4. Indemnification. Without waiving its sovereign immunity except to the extent permitted by Section 768.28, Florida Statutes, School Board shall indemnify and hold harmless County (except for loss or damage resulting from the negligence or willful misconduct of County, their agents or employees) from and against any and all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in or upon the above referenced property occasioned wholly or in part by any act or omission of School Board, its agents, contractors, employees, thereon. In no way does this provision waive County or School Board's sovereign immunity.

5. Insurance. School Board shall require all contractors, consultants, and subcontractors performing work within the County Property to procure and maintain insurance as required by School Board procurement and risk management guidelines and policies. School Board and County shall be listed as an additional insured on all general liability policies.

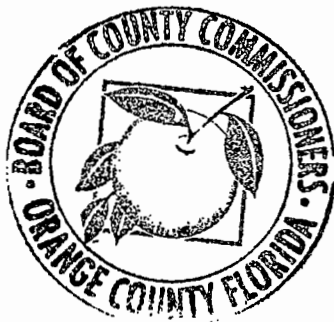
6. No Third-Party Beneficiaries. No right or cause of action shall accrue under this Agreement to or for the benefit of any third party.

7. Effective Date. This Agreement shall become effective upon full and complete execution by both parties.

8. Expiration Date. This Agreement shall expire upon the completion of due diligence work, or in any event shall expire within nine (9) months after the signing of this Agreement

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.



ORANGE COUNTY, FLORIDA
By Board of County Commissioners

By: *Bryan B. Barks*
for Jerry L. Demings
Orange County Mayor

Date: *13 January 2021*

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

Lakela Laris
By: Deputy Clerk
for

Date: JAN 1 2 2021

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as the dates set forth below each signature:

Signed and sealed in the presence of:

“SCHOOL BOARD”

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: _____

By: _____
Teresa Jacobs, as Chair

Print Name: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.

AFFIX NOTARY STAMP

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Signed and sealed in the presence of:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a body corporate
and political subdivision of the State of
Florida

Print Name: _____

Attest: _____
Barbara M. Jenkins, Ed.D., as its
Superintendent

Print Name: _____

Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

Reviewed and approved by Orange
County Public School's Chief Facilities
Officer

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use and
reliance.

John T. Morris
Chief Facilities Officer

Jad M. Brewer, Staff Attorney III/Planning
and Real Estate

Date: _____, 2021

Date: _____, 2021

Exhibit "A"

County Property

DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

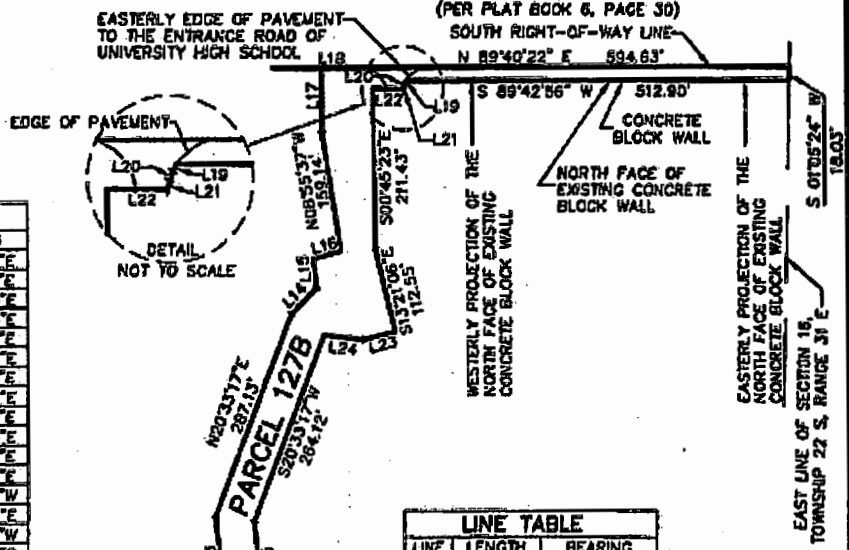
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE N 00°06'19" E, 222.68 FEET ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°06'19" E ALONG SAID WEST LINE 50.00 FEET; THENCE S 89°48'10" E, 32.06 FEET; THENCE N 85°23'05" E, 47.17 FEET; THENCE N 72°48'53" E 42.30 FEET; THENCE N 68°51'37" E, 25.59 FEET; THENCE N 61°11'23" E, 97.38 FEET; THENCE N 58°53'29" E, 84.19 FEET; THENCE N 71°56'50" E, 53.27 FEET; THENCE N 87°43'23" E, 56.64 FEET; THENCE N 76°42'17" E, 44.18 FEET; THENCE N 45°45'53" E, 41.33 FEET; THENCE N 34°47'31" E, 52.44 FEET; THENCE N 43°56'30" E, 94.84 FEET; THENCE N 29°41'38" E, 43.77 FEET; THENCE N 06°29'19" W, 106.76 FEET; THENCE N 20°33'17" E, 287.13 FEET; THENCE N 43°40'43" E, 48.26 FEET; THENCE N 07°27'41" W, 38.76 FEET; THENCE N 74°16'29" E, 38.18 FEET; THENCE N 08°55'37" W, 159.14 FEET; THENCE N 00°28'28" W, 83.54 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOKANOTOSA TRAIL; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S 89°58'22" E, 31.79 FEET; THENCE N 89°40'22" E, 594.63 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE S 01°06'24" W, 18.03 FEET ALONG SAID EAST LINE TO A POINT ON AN EASTERLY PROJECTION OF THE NORTH FACE OF AN EXISTING CONCRETE BLOCK WALL; THENCE S 89°42'56" W, 512.90 FEET ALONG SAID EASTERLY PROJECTION AND ALONG THE NORTH FACE OF SAID WALL AND ALONG A WESTERLY PROJECTION THEREOF TO A POINT ON THE EASTERLY EDGE OF PAVEMENT OF THE EXISTING ENTRANCE ROAD OF UNIVERSITY HIGH SCHOOL; THENCE ALONG SAID EDGE OF PAVEMENT THE FOLLOWING COURSES AND DISTANCES: S 27°37'14" W, 5.33 FEET; THENCE S 22°33'03" W, 2.92 FEET; THENCE S 15°25'18" W, 2.70 FEET; THENCE LEAVING SAID EDGE OF PAVEMENT S 89°42'56" W, 40.50 FEET; THENCE S 00°45'23" E, 211.43 FEET; THENCE S 13°21'06" E, 112.55 FEET; THENCE S 76°13'36" W, 44.11 FEET; THENCE N 82°40'36" W, 51.42 FEET; THENCE S 20°33'17" W, 264.12 FEET; THENCE S 06°29'19" E, 111.07 FEET; THENCE S 29°41'38" W, 66.35 FEET; THENCE S 43°56'30" W, 97.08 FEET; THENCE S 34°47'31" W, 53.24 FEET; THENCE S 45°45'53" W, 59.97 FEET; THENCE S 76°42'17" W, 62.84 FEET; THENCE S 87°43'23" W, 54.53 FEET; THENCE S 71°56'50" W, 40.63 FEET; THENCE S 58°53'29" W, 79.47 FEET; THENCE S 61°11'23" W, 101.73 FEET; THENCE S 68°51'37" W, 30.67 FEET; THENCE S 72°48'53" W, 49.53 FEET; THENCE S 85°23'05" W, 54.78 FEET; THENCE N 89°48'10" W, 34.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.14 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION
PARCEL 127B

LINE	LENGTH	BEARING
L1	50.00'	N00°06'18"E
L2	32.06'	S89°48'10"E
L3	47.17'	N85°23'03"E
L4	42.30'	N72°48'53"E
L5	25.59'	N68°51'37"E
L6	84.19'	N58°33'29"E
L7	53.27'	N71°58'50"E
L8	56.84'	N87°43'23"E
L9	44.18'	N78°42'17"E
L10	41.33'	N45°45'53"E
L11	52.44'	N34°47'31"E
L12	43.77'	N26°41'38"E
L13	106.78'	N06°29'19"W
L14	48.26'	N43°40'43"E
L15	39.76'	N07°27'41"W
L16	38.18'	N74°76'28"E
L17	83.54'	N00°28'28"W
L18	31.79'	S80°58'22"E
L19	5.33'	S27°37'14"W

LOKANOTOSA TRAIL
RIGHT-OF-WAY VARIES
(PER PLAT BOOK 6, PAGE 30)
SOUTH RIGHT-OF-WAY LINE
N 89°40'22" E 594.63'



LINE	LENGTH	BEARING
L20	2.92'	S22°33'03"W
L21	2.70'	S15°25'18"W
L22	40.50'	S89°42'55"W
L23	44.11'	S78°13'38"W
L24	51.42'	N82°40'38"W
L25	111.07'	S08°28'18"E
L26	68.35'	S20°41'38"W
L27	97.08'	S43°56'30"W
L28	53.24'	S34°47'31"W
L29	59.97'	S45°48'53"W
L30	62.84'	S78°42'17"W
L31	54.53'	S67°43'23"W
L32	40.63'	S71°56'50"W
L33	79.47'	S46°33'29"W
L34	101.73'	S81°11'23"W
L35	30.67'	S68°31'37"W
L36	49.53'	S72°48'53"W
L37	54.78'	S85°23'05"W
L38	34.08'	N89°48'10"W

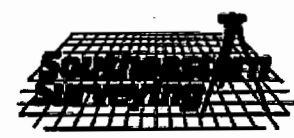
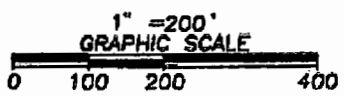
POINT OF BEGINNING

WEST LINE OF NE 1/4 OF THE NE 1/4 SECTION 16, TOWNSHIP 22 S, RANGE 31 E

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 22 S, RANGE 31 E

ABBREVIATIONS:
L1 - LINE NUMBER

Drawing No. 46323060
Job No. 46323
Date: 02/09/2003
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
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