

Permission to Enter Orange County Property (Entry Agreement)

THIS PERMISSION TO ENTER ORANGE COUNTY PROPERTY AGREEMENT (the “**Agreement**”), effective as of the date of the last Party to execute below (the “**Effective Date**”), is made by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**County**”) and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”). County and CFX are individually referred to herein as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, County is the owner of that certain real property located in unincorporated Orange County, Florida, containing approximately 0.04 acres, bearing Orange County Property Appraiser’s Parcel Identification number 29-23-27-0000-00-017 (the “**Property**”); and

WHEREAS, the Property is accessed by the adjacent County right of way known as Avalon Road (the “**Right of Way**”).

WHEREAS, CFX has requested permission from County to access the Property from the adjacent Right of Way and conduct demolition, relocation, and improvements in the Demolition Plans attached to and incorporated as **Exhibit “A”** (the “**Work**”) on the Property.

NOW THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree the foregoing Recitals are true and correct and hereby incorporate them into this Agreement by reference and further agree as follows:

AGREEMENT

1. Access

a. County specifically authorizes CFX and its authorized agents, representatives, and contractors (collectively, the “**Entrants**”), to enter upon the Property from the Right of Way as set forth in Section 2 below, and under the terms and conditions of this Agreement to perform the Work.

b. The Entrants will coordinate access to the Property by contacting County’s representative by sending an e-mail to the following address: Scott.Ruland@waterconservii.com.

c. Heavy equipment storage and use are not expected, but, if they occur, Entrants must first obtain the prior written approval of the Director of County's Utilities Department ("**OCU Director**") who may proscribe reasonable limitations. Any heavy equipment use is restricted to the general location depicted on **Exhibit "A"** unless the OCU Director gives written authorization in another location.

d. This Agreement is intended and shall be construed only as a temporary license to enter and perform the Work and does not grant an easement, or create or confirm any ownership or possessory interest in any portion of the Property.

2. Term

a. CFX requested entry to the Property on or about April 30, 2025 ("Early Entry") and County agreed to such Early Entry on the condition that CFX caused its contractor to add County and City of Orlando (the "**City**") as additional insured at that time. As a result, the Parties agree that upon execution of this Agreement, all terms and conditions of this Agreement relate back to the Early Entry date.

b. This Agreement will remain in effect from Early Entry until the earliest of the following occurs: (i) March 31, 2027 or (ii) upon notification from CFX that all Work is completed and the Property is restored in accordance with Section 3 below (the "**Term**"). CFX may request to extend the Term of the Agreement by sending the County written notice indicating CFX's desire to extend the Term ("**Term Extension**") at least sixty (60) days prior to the Term's initial expiration. Through its execution of this Agreement, the Orange County Board of County Commissioners hereby delegates limited signature authority to the OCU Director so that the OCU Director may approve or reject CFX's written notice to extend the Term and to provide a Term Extension, which shall be executed by the OCU Director and an authorized representative of CFX so long as such extension does not change or alter the terms and conditions herein. After the expiration of the Term or any subsequent Term Extension(s) of this Agreement, any entry onto the Property will require an amendment to this Agreement.

c. If CFX materially breaches any term of this Agreement, County shall notify CFX in writing. The notice shall describe in sufficient detail the nature of the breach. If within two (2) days of receipt of such notification, CFX has not cured or, if such breach is not capable of being cured within said two (2) day period, commenced to cure the breach to County's reasonable satisfaction, County may unilaterally terminate this Agreement, effective upon CFX's receipt of written notification of intent to terminate.

3. Property Restoration

No later than two (2) months after completion of the Work, CFX shall restore the Property as depicted in Exhibit A to the satisfaction of County or County's representative. Restoration of County's Property shall be equal or superior to its present condition as nearly as may be reasonably be possible. County or County's representative shall have the right to inspect the Property upon notification from CFX of the completion of the Work and restoration of the Property.

4. Regulatory Compliance

CFX will ensure that the Work is performed in compliance with all applicable laws, rules and regulations, and will obtain all permits necessary for the conduct of the Work. CFX will locate utilities on the Property prior to storage of any heavy equipment on the Property and ensure that no damage to said utilities occurs.

5. Indemnification

a. CFX shall fully indemnify, defend and hold harmless County from and against any and all claims, suits, damages, liabilities, judgments, fines, attorneys' fees, penalties, losses, costs or expenses ("Claim") caused by the Work, provided that CFX shall have no obligation to indemnify or hold harmless County against that portion of any Claim to the extent caused by or resulting from the negligence or willful misconduct of County. This Section 5 shall survive any termination or cancellation of this Agreement.

6. Assumption of Defense

In connection with any indemnity by CFX, CFX shall have the right to assume and take over the defense of any Claim against County and engage attorneys approved by County, which approval shall not be unreasonably delayed or withheld, to represent all parties in connection therewith, at CFX's sole cost and expense.

7. Insurance

During the Term of this Agreement, CFX will ensure all contractors performing Work on the Property purchase insurance from and maintain such general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self-insurance as required by Florida Statutes chapter 440. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by County or City. In the event CFX subcontracts any part or all of its operations as described or related in any way to this Agreement, CFX shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. CFX will ensure all contractors performing Work on the Property shall include County and City as additional insureds on the subcontractor's general liability insurance policy.

8. CFX Property

All equipment related to the Work remain the property of CFX. County agrees not to remove or otherwise destroy any equipment without CFX's permission, which will not be unreasonably withheld.

9. Limitation of Liability

County makes no representations about the condition of the Property. This Agreement is conditioned upon CFX's use of the Property "AS IS" and "WITH ALL FAULTS." CFX and the Entrants will enter upon the Property at their own risk, and County shall not be held responsible

or liable for injury, damage, or loss incurred by CFX or any Entrants arising out of or in connection with activities under this Agreement.

10. No Admission of Liability

The Parties agree that nothing contained in this Agreement shall be construed as an admission of liability with respect to the matters set forth in this Agreement. Nothing herein shall be construed to waive either County's or CFX's sovereign immunity protections or the limitations of liability established under Florida law, including those limitations established in Section 768.28, Florida Statutes.

11. No Partnership

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, or of partnership, or joint venture, or of any other association between County and CFX.

12. Notices

Any notice, request, direction, instruction, payment or other communication required or permitted to be made or given by any Party hereto shall be in writing to the addresses set forth below or to such other address as the recipient may designate in writing to all Parties and shall be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, or (iii) sent Federal Express, USPS Express Mail, UPS or other overnight delivery service with delivery confirmation.

If to County: Orange County Real Estate Management
 400 E. South Street, 5th Floor
 Orlando, FL 32802
 Attn: Manager

with a copy to: Orange County Utilities Department
 9150 Curry Ford Road
 Orlando, FL 32825
 Attn: Director

If to CFX: Chief of Infrastructure
 CFX
 4974 ORL Tower Road
 Orlando, Florida 32807

with a copy to: Deputy General Counsel
 CFX
 4974 ORL Tower Road
 Orlando, Florida 32807

13. Applicable Law

This Agreement and its attachments will be governed by and construed under and in accordance with the laws of the State of Florida. The Parties consent and agree that Orange County, Florida, shall be the exclusive, proper and convenient venue for any legal proceeding in federal or state court relating to this Agreement, and each Party hereby waives any defense, whether asserted by motion or pleading, that Orange County is an improper or inconvenient venue.

14. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to CFX's access to the Property as provided herein. Any other agreements, whether oral or written, regarding CFX's access to the Property are terminated as of the Effective Date.

15. Modifications

This Agreement will not be modified or amended in any respect except by written agreement by the Parties in the same a manner as this Agreement is executed.

16. Authority

Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

17. Third Party Beneficiary

There are no intended or unintended third-party beneficiaries of this Agreement.

**[REMAINDER OF PAGE LEFT BLANK;
SIGNATURES FOLLOW ON PAGES 6-7]**

Project: CFX ROE Conserv II Property

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first written above.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

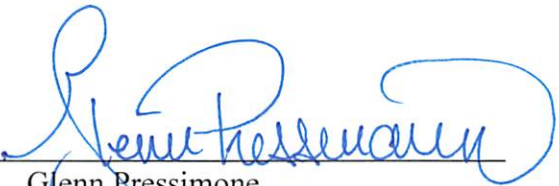
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____


Project: CFX ROE Conserv II Property

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
Glenn Pressimone
Chief of Infrastructure

Date: May 14, 2025

Reviewed and approved as to form for the
exclusive reliance of CFX:

By: 
Cristina T. Berrios
Deputy General Counsel

Date: May 14th, 2025

Exhibit "A"

Demolition Plans

[See attached eight (8) pages]

CFX SR 516 from Lake/Orange County Line to SR 429

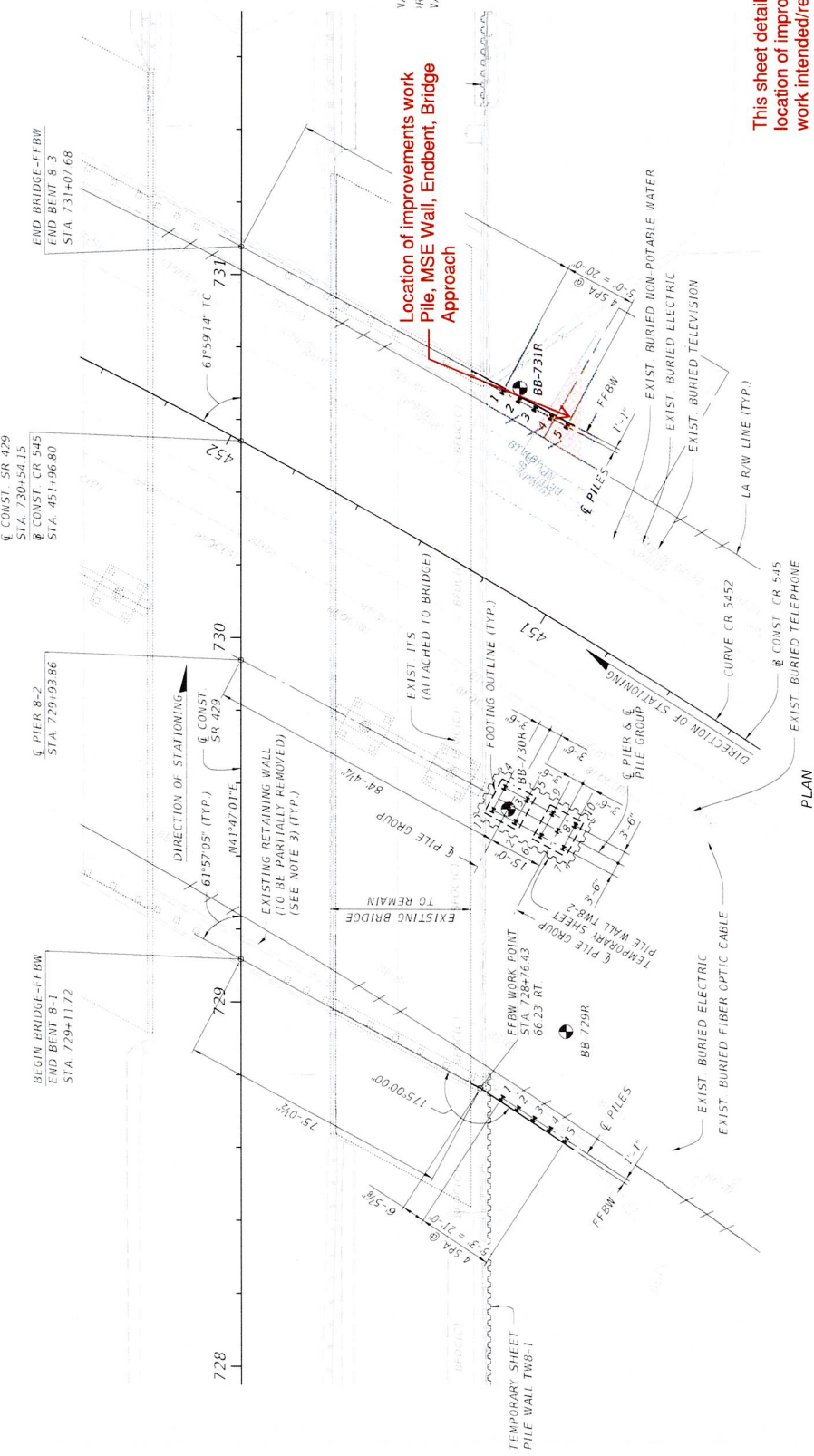
Project 516-238

Scope of Work and Anticipated Schedule within WC-II Parcel

- 1) Demolition Work, Duration 2-4 Weeks; Begin May 1: (See PDF Page 2)
 - a. Removal of Utility Transformers (Complete by Utility)
 - b. Removal of electrical vault (See General Note 3)
 - c. Removal of flow meter vault (See General Note 3)
 - d. Removal of concrete slab, partial, leaving portion at monitoring well (See General Note 4)
 - e. Removal of existing fence and gate (See General Note 3)
- 2) Improvement Work (Fencing for Utility Easement Access), Duration 1 week, Completes December 2026: (See PDF Page 5)
 - a. Easement access to be maintained at all times during construction.
 - b. Fencing of Easement access to follow completion of roadway work.
 - c. Securing monitoring well during access with temporary fence can be accommodated if necessary. It would be desirable to complete permanent fence once all CFX improvements are completed in area.
- 3) CFX Improvements: See PDF pages 5, 6 and 7), Duration of 15 Months, Begin June 2025, Completes September 2026.
 - a. Partial: Bridge foundation, Endwall, Approach Slab, MSE Wall (See PDF Page 5 for highlighted plan area of project improvements portion on parcel)
 - b. Bridge foundation (See PDF Page 6 for highlighted plan area of project pile improvements portion on parcel)
 - c. MSE Wall (See PDF Page 7 for highlighted plan area of project MSE Wall improvements portion on parcel)







Location of improvements work
Pile, MSE Wall, Endbent, Bridge
Approach

This sheet details
location of improvement
work intended/required
on parcel

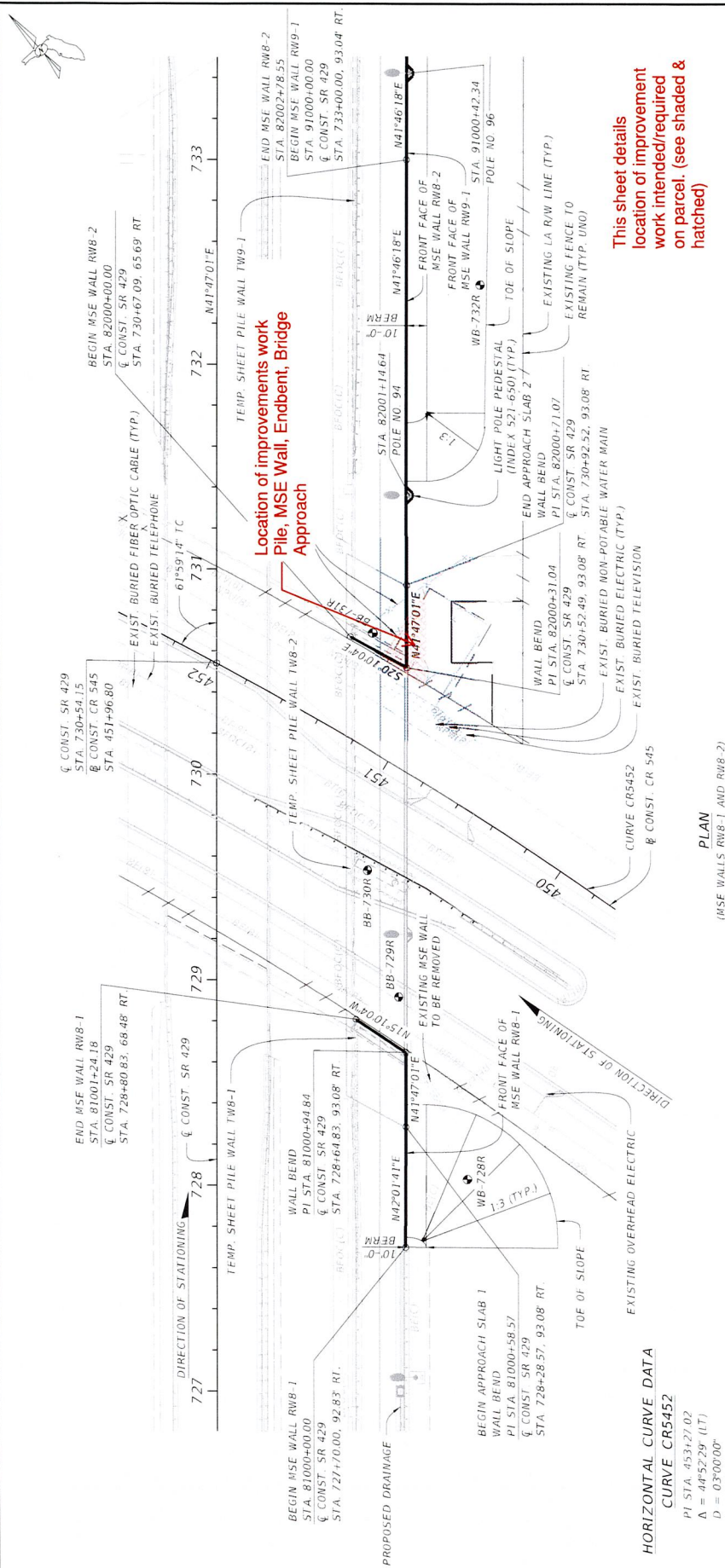
NOTES

1. SR 429 LA R/W LINES ARE OUTSIDE THE LIMITS OF THIS SHEET. SEE ROADWAY PLANS FOR ADDITIONAL INFORMATION.
2. FOR DETAILS REGARDING UTILITIES, INCLUDING DISPOSITIONS, SEE UTILITY ADJUSTMENTS SHEETS IN ROADWAY PLANS.
3. FOR ADDITIONAL DETAILS REGARDING REMOVAL OF EXISTING RETAINING WALL, SEE "BW" PLAN SET.
4. WORK "FOUNDATION LAYOUT" SHEET WITH "PILE DATA TABLE AND NOTES" SHEET.
5. FOR HORIZONTAL CURVE DATA, SEE "PLAN" SHEET.

LEGEND

- APPROXIMATE STANDARD PENETRATION TEST (SPT) SOIL BORING LOCATION
- HP 14x89 STEEL PILE, DRIVEN PLUMB
- EXIST. 18" SQ. PRESTRESSED CONCRETE PILE, DRIVEN PLUMB

REVISIONS		DESCRIPTION		DATE	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
BRIDGE NO. 750525					
FOUNDATION LAYOUT		SR 429 NB OVER AVALON ROAD N		88-09	
CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SR 516 FROM ORANGE COUNTY/LAKE COUNTY LINE TO SR 429 (SEGMENT 3)		PROJECT NO. 516-238	
TIMOTHY J. LALATHIN, JR., P.E.		P.E. LICENSE NUMBER 72433		DRAWN BY: J. LALATHIN, JR.	
P. LALATHIN, JR., P.E.		P. LALATHIN, JR., P.E.		P. LALATHIN, JR., P.E.	
ORLANDO, FL 32814		ORLANDO, FL 32814		ORLANDO, FL 32814	
DRAWN BY: J. LALATHIN, JR.		DRAWN BY: J. LALATHIN, JR.		DRAWN BY: J. LALATHIN, JR.	
8/23/2023		8/23/2023		8/23/2023	
10:35:51 AM		10:35:51 AM		10:35:51 AM	



HORIZONTAL CURVE DATA

NOTES

REVISIONS				SHEET TITLE		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MSE WALLS RW8-1 AND RW8-2 PLAN		RW 0000 NO.
TIMOTHY J. LALATHIN, JR., P.E. P.E. LICENSE NUMBER 72433 DRHP, INC. 941 LAKE BALDWIN LANE ORLANDO, FL 32804				CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
				SR 516 FROM ORANGE COUNTY/ LAKE COUNTY LINE TO SR 429 (SEGMENT 3)		
				ROAD NO.	PROJECT NO.	
				SR 516	516-238	
				SR 516 LAKE ORANGE EXPRESSWAY SEGMENT 3 WALLS		BW - 103