



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0881, **Version:** 1

Interoffice Memorandum

DATE: July 13, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Steve Cochran, Acquisition Agent

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Limited Non-Exclusive License Agreement by and between Hope Y. Massey and Orange County and authorization for the Manager or Assistant Manager of the Real Estate Management Division or designee to exercise the delegated authority provided under the License Agreement as needed for Basin Street Parcels (Parcel 1003). District 1. (Real Estate Management Division)

PROJECT: Basin Street Parcels (Parcel 1003)

PURPOSE: To provide for access to maintain and remove the West Orange Recreation Center overgrowth.

ITEM:

Limited Non-Exclusive License Agreement

Term: One year from the effective date

Options: Up to two one-year extensions

BUDGET: N/A

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division

Facilities Management Division

REMARKS: Overgrowth of vegetation and debris from the West Orange Recreation Center has encroached onto private property directly adjacent to the Center. This action authorizes access for its removal.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 04 2026

Project: Basin Street Parcels
Parcel: 1003

THIS INSTRUMENT PREPARED BY:
Donna Knoch, 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:
13-22-27-2258-00-080

Project: 1417 Basin St, Winter Garden, FL 34787
Parcel: 1003
Instrument: Deed Reference: Doc # 20220300324

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 **Hope Y. Massey** (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 a fee simple owner of a certain tract of real property located in Orange County, Florida, identified as Parcel ID No. **13-22-27-2258-00-080**, commonly known as **1417 Basin Street, Winter Garden, Florida 34787**, as more particularly described in **Exhibit A** (the “**Property**”).

B. County is a fee simple owner of a certain tract of real property adjacent to the northern boundary of the Property, identified as Parcel ID No. **12-22-27-6496-06-004**, commonly known as **303 S West Crown Point Road, Winter Garden, Florida 34787**, as more particularly described in **Exhibit B** (the “**County Property**”).

C. County has initiated a project to remove overgrown vegetation located on the County Property that extends onto a portion of the Property (collectively, the “**Project Area**”), as depicted in **Exhibit C**.

D. County requires access across a portion of the Property, as depicted in **Exhibit D** (the “**Licensed Premises**”) to reach the Project Area.

E. County has requested a license from the Owner for a right of entry to allow County and its agents to enter the Licensed Premises from Basin Street and travel across the Licensed Premises to access the Project Area for the benefit of the Owner and the public.

F. Owner desires to grant this license to County in consideration of the performance of the Work within the Project Area.

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

Project: Basin Street Parcels
Parcel: 1003

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 Licensed Premises for the purposes stated below, all subject to the terms, conditions and limitations set forth in this License. This License shall not be revoked by Owner once County commences work on the Project.

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

a Entrants are authorized to travel across the Licensed Premises from Basin Street to access the Project Area for the purpose of performing the Work.

b The Work includes the removal of overgrown vegetation located within the Project Area on both the County Property and the Property.

c Entrants are authorized to enter the Licensed Premises with equipment and machinery reasonably necessary to perform the Work.

d Entrants are authorized to remove fencing within the Project Area or along the boundary between the Property and the County Property as necessary to perform the Work.

e Upon completion of the Work, County shall restore the Licensed Premises to a safe, sanitary, and substantially similar condition as existed prior to entry, including replacing any wire fence removed or damaged during the Work.

f Entrants shall not begin work prior to 8:00 a.m. and shall not work after 5:00 p.m., Monday through Friday.

All of the activities conducted above by the Entrants shall be collectively referred to as the “**Work**”.

3 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**”). The License is subject to up to two (2) one-year extensions upon agreement by Owner and County.

b. 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.

4 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 States 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.

Project: Basin Street Parcels
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As to Owner:	<i>with a copy to:</i>
Hope Y. Massey 1417 Basin St. Winter Garden, Florida 34787	
As to County:	<i>with a copy to:</i>
Orange County, Florida Real Estate Management Division Attn: Asset Management <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 Public Works Department Attn: Chief Engineer, Engineering, Right-of-Way 4200 South John Young Parkway Orlando, Florida, 32839-9205

5 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.

6 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 Owner agrees to find acceptable for the coverage mentioned above.

The County shall require all contractors performing work within the County right-of-way, easement areas, or Licensed Premises to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage, as applicable, in accordance with Orange County insurance requirements.

7. 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, or Assistant 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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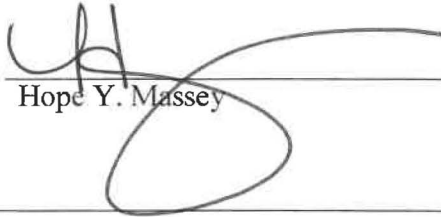
SIGNATURES AND EXHIBITS TO FOLLOW

Project: Basin Street Parcels

Parcel: 1003

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

OWNER:

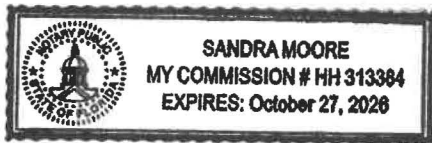


Hope Y. Massey

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4 day of June 2026, by Hope Y. Massey. The individual ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp)





Notary Signature
Sandra Moore

Print Notary Name
Notary Public of: Florida

My Commission Expires: 10/27/26

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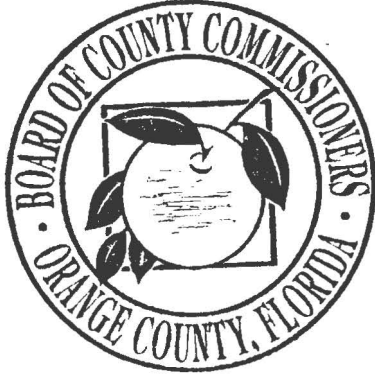
COUNTY SIGNATURE AND EXHIBITS TO FOLLOW

Project: Basin Street Parcels
Parcel: 1003

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Bernard B. Burks
for Jerry L. Demings
Orange County Mayor

Date: *4 August 2026*

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

BY:

Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

Project: Basin Street Parcels
Parcel: 1003

EXHIBIT A
The Property

Property Appraiser's Parcel ID No.: 13-22-27-2258-00-080

Lot 8, DUNBAR MANOR, according to the map or plat thereof, recorded in Plat Book 11, Page 3, Public Records of Orange County, Florida.

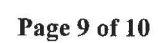
EXHIBIT B
County Property

Property Appraiser's Parcel ID No.: 12-22-27-6496-06-004

That portion of Block F, Overstreet Crate Company Subdivision as recorded in Plat Book F, Page 9, of the Public Records of Orange County Florida, lying South of State Road 438, being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of Section 13, Township 22 South, Range 27 East, Orange County, Florida; thence North 00°10'26" West 515.00 feet along the East line of said Southwest quarter to a point on a line being 125.00 feet North of and parallel with the North Right-of-Way line of Edgeway Drive according to the plat of Ficquette-Thornal Subdivision No. 1 as recorded in Plat Book V. Page 58 of the Public Records of Orange County, Florida; thence North 89°47'02" East 30.00 feet to a point on said line said point being the POINT OF BEGINNING; thence continue along said line North 89°47'02" East 506.34 feet to a point on the West line of Dunbar Manor as recorded in Plat Book 11, Page 3 of the Public Records of Orange County, Florida; thence North 00°09'42" East 285.35 feet along said line to the North line of said Dunbar Manor; thence North 89°42'32" East 509.52 feet along said line to a point on the East line of said Dunbar Manor; thence North 00°03'06" West 174.55 feet along the Northerly extension of said East line to a point of intersection with the proposed Southerly Right-of-Way line of a proposed 30.00 foot wide railroad corridor; thence North 58°37'42" West 125.68 feet along said proposed Right-of-Way line to a point of curvature of a curve concave Northeasterly; thence along said proposed Right-of-Way line and said curve having a radius of 1218.02 feet, a delta of 02°00'22" and a chord bearing of North 57°37'30" West on an arc distance of 42.65 feet to a point on a line being 674.36 feet North of and parallel with the North Right-of-Way line of aforementioned Edgeway Drive; thence South 89°47'02" West 874.85 feet along said line to a point on a line being 30.00 feet East of and parallel with the aforementioned East line of the Southwest Quarter; thence South 00°10'26" East 549.36 feet to the aforementioned line being 125.00 feet North of and parallel with the Northerly Right-of-Way line of aforementioned Edgeway Drive, said point being the POINT OF BEGINNING.

CONTAINING 9.34 acres, more or less



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EXHIBIT D
Licensed Premises

