



Orange County Government

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

Legislation Text

File #: 26-0744, **Version:** 1

Interoffice Memorandum

DATE: June 9, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Elizabeth Price Jackson, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Use Agreement between The Gathering Place AG, Inc. and Orange County and authorization to record instrument for 8295 Curry Ford Road - Access over Little Econ Canal. District 3. (Real Estate Management Division)

PROJECT: 8295 Curry Ford Road - Access over Little Econ Canal

PURPOSE: To provide access for the installation, construction, and maintenance of a crossing over a County-owned canal.

ITEM:

Use Agreement
Revenue: None
Size: 10,000 square feet

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division

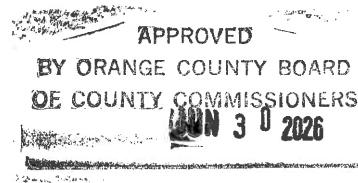
County Attorney's Office
Risk Management Division
Public Works Department

REMARKS:

Around 2004, a crossing at this location was removed, with the permission of the owner, due to deterioration that was causing flooding issues within the canal.

The new owners of this property, The Gathering Place Church, have approached the County requesting permission to re-establish a crossing over a portion of the Little Econ Canal that bisects the church property.

The Use Agreement defines the access area provided by County and a detailed description of the improvement to be constructed by the Owner. Any construction will be done through a Right-of-Way Utilization Permit between the County and the Owner.



**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

E. Price Jackson, 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:
a portion of 01-23-30-0000-00-041

Project: 8295 Curry Ford Road – Access over Little Econ Canal

**USE AGREEMENT BETWEEN THE GATHERING PLACE AG, INC.
AND ORANGE COUNTY**

THIS USE AGREEMENT (the "Agreement"), is entered into by and between **The Gathering Place Church AG, Inc.**, a Florida not for profit corporation, as property owner ("**Owner**") with a principal place of business at 9080 Merrifield Street, Orlando, Florida 32827, and **Orange County**, a charter county and political subdivision of the State of Florida ("**County**") with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393, (collectively, the "**Parties**").

RECITALS

WHEREAS, the Owner owns two non-contiguous parcels of land in the unincorporated area of Orange County (the "**Property**"), as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof; and

WHEREAS, County owns that certain land known as the Little Econ Canal (the "**Canal**") which is a major drainage corridor that lies between the two parcels which comprise the Property; and

WHEREAS, Owner desires to obtain from County a Right-of-Way Utilization permit (the "Permit") authorizing Owner to install, construct, and maintain a crossing (the "**Improvement**") over that certain portion of the Little Econ Canal, located within the canal right-of-way owned by County and lying between Owner's Property (the "Property"), which Improvement shall be located within the area more particularly described in and depicted on Exhibit "B" (the Permitted Area") and shall be used specifically and solely for pedestrian and vehicular access by the Owner's congregation members and their invitees, and for no commercial purpose or use; and

WHEREAS, the work associated with the Improvement is detailed in **Exhibit "C"**,

attached hereto and incorporated herein; and

WHEREAS, County requires that Owner be solely responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvement which commitments and covenants are more particularly set forth herein.

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

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** Any such Permit issued by County to Owner shall be subject to the terms of this Agreement. Owner shall not, while installing or maintaining the Improvement, damage, disturb, interrupt, or impede the flow of water through any portion of the Permitted Area without prior written approval by County and County's prior written approval of a plan to restore the Permitted Area. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant the Owner any ownership rights to any portion of the Permitted Area. Owner may apply for the Permit at any time after recording of the Agreement.
3. **IMPROVEMENTS.** Any Improvement that, in County's sole opinion, may impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvement shall be established and maintained in such a manner as will not interfere with the use of the Permitted Area by the public nor create a safety hazard on such Permitted Area. No utilities, signage, lighting, widening, or modification of the Improvement or its use shall be permitted without the prior written approval of County. If County determines, in its sole discretion, that the Improvement does present a safety hazard, then Owner, at its sole expense and at no cost to County, shall relocate the Improvement in such a manner as to eliminate the hazard, to the satisfaction of County.
4. **REMOVAL/RELOCATION.** If, in the sole opinion of County, the Improvement interferes with any construction, reconstruction, alteration, improvements, or maintenance which County desires to perform on, around, or under the Permitted Area, then written notice of such shall be sent to Owner by certified mail or overnight courier, return receipt confirmed. Owner shall remove or relocate the Improvement as requested by County, and to County's satisfaction, within sixty (60) days of said notice or, in the event such notice is returned as undeliverable to Owner's address listed above, within sixty (60) days of the first date of publication of legal notice, which publication shall appear in not less than two weekly issues of a newspaper of general circulation in Orange County, Florida. Any such relocation

or removal of the Improvement shall be at no cost or expense to County.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Orange County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of their operations under this Agreement. Owner shall indemnify and hold harmless County (and any governmental body or utility authority properly using the Permitted Area) from and against all expenses, costs, or claims for any damages to the Improvement which may result from the use of the right-of-way by County or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Permitted Area.
6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Owner shall obtain and possess:
 - a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit; and
 - b) Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and
 - c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event Owner does not own automobiles, Owner shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.
 - d) Prior to commencing operations under this Agreement, Owner shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvement are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Owner shall require and ensure that each

of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Owner to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Owner of any contractual responsibility, obligation, or liability.

e) Contractor's pollution with limits of not less than \$1,000,000 per occurrence or incident. The County shall be listed as an additional insured on all liability policies.

7. **RECORDING.** This Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of approval and execution of the Agreement by County. Promptly upon execution of this Agreement, Owner shall submit a check, payable to the Orange County Comptroller, in the amount needed to record this Agreement in the Public Records of Orange County, Florida.
8. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors, including future purchasers, and assigns. Owner declares that the Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and its respective legal representatives, successors, and assigns.
9. **DURATION.** The provisions, restrictions, and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and Owner. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon sixty (60) days prior written notice to Owner in accordance with Paragraph 4 hereof. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded

in the Public Records of Orange County, Florida.

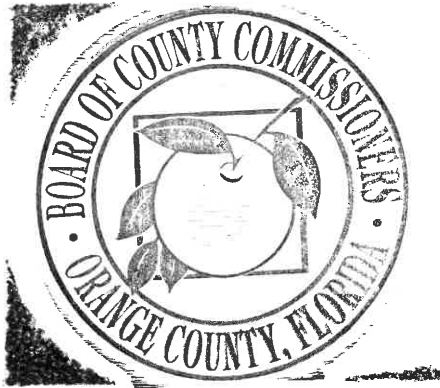
10. **AMENDMENT**. The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and Owner of the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS**. Owner shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
12. **DISCLAIMER OF COUNTY RESPONSIBILITY**. Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement.
13. **EFFECTIVE DATE**. This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

{signatures on following pages}

Project: 8295 Curry Ford Road – Access over Little Econ Canal

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: 30 June 2026

ATTEST:

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: *Arianna L. Mercado*
for Deputy Clerk
Arianna L. Mercado
Printed Name

{signatures continue on following page}

Project: 8295 Curry Ford Road – Access over Little Econ Canal

Signature of **TWO** witnesses and their mailing addresses
are required by Florida law, F.S. 695.26

“OWNER”

WITNESS #1

Elizabeth Pietarila

Signature

Elizabeth Pietarila

Print Name

Mailing Address: 1303 N Orange Ave

City: Orlando State FL

Zip Code: 32804

The Gathering Place Church AG, Inc.,
a Florida not for profit corporation

By: Rev. Rafael A. Rivera

Signature

Rev. Rafael A. Rivera

Print Name

Corporate Secretary

Title

WITNESS #2

Jasmyn Sylvas

Signature

Jasmyn Sylvas

Print Name

Mailing Address: 1303 N Orange Ave

City: Orlando State FL

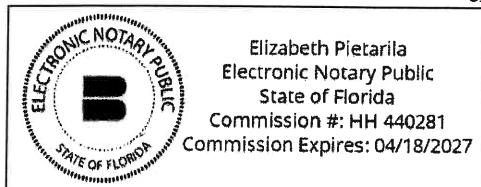
Zip Code: 32804

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 2nd day of June, 20, by Rev. Rafael A. Rivera, as Corporate Secretary, of The Gathering Place Church AG, 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)

Notarized online using audio-video communication technology



Elizabeth Pietarila

Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

The West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 23 South, Range 30 East, Orange County, Florida (LESS: Begin at a point 25 feet north of the northwest corner of the South 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 23 South, Range 30 East, run thence South 0°45'50" East a distance of 690.95 feet along the west line of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 1, to the southwest corner of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 1, thence South 89°18'55" West along the south line of the Southwest 1/4 of said Section 1, a distance of 114.89 feet, thence North 03°07'03" West a distance of 468.47 feet, thence North 22°25'49" West a distance of 239.95 feet to a point 25 feet north of the north line of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 1, thence North 89°18'01" East a distance of 222.72 feet to the Point of Beginning.)

Also, less and except that portion described in Order of Taking recorded in O.R. Book 2168, Page 606, Public Records of Orange County, Florida, being more particularly described as follows:

All that part of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 23 South, Range 30 East, lying within 50 feet right and 50 feet left of the following described centerline:

Begin at a point on the north line of said West 1/2 of the Southeast 1/4 of the Southwest 1/4, said point being North 89°18'31" East 186.04 feet from the northwest corner thereof; run thence South 22°19'21" East a distance of 928.16 feet; thence South 03°07'03" East a distance of 469.62 feet to a point on the south line of said West 1/2 of the Southeast 1/4 of the Southwest 1/4 at a point South 89°18'15" West 114.89 feet from the southeast corner thereof and the termination of this description.

Also, less and except any portion of the land lying within the right-of-way of Curry Ford Road.

(being the land conveyed to Owner in that certain Special Warranty Deed recorded April 21, 2025 and filed as Document No. 20250233536, Public Records of Orange County, Florida.)

Project: 8295 Curry Ford Road – Access over Little Econ Canal

EXHIBIT “B”

Legal description and sketch of description of the Permitted Area

*See attached sketch of description prepared by
Orange County Public Works Engineering Division Survey Section,
dated January 30, 2026, consisting of two (2) pages*

SCHEDULE "A"

SKETCH OF DESCRIPTION

PROJECT: 8295 CURRY FORD ROAD - ACCESS OVER
LITTLE ECON CANAL

USE AGREEMENT

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 30 EAST, IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 CHICKASAW TRAIL SHOPPING CENTER PER PLAT BOOK 34, PAGE 12 AND 13, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CURRY FORD ROAD PER OFFICIAL RECORDS BOOK 3114, PAGE 257; THENCE DEPARTING SAID CORNER RUN N03°07'03"W ALONG THE WESTERLY LINE OF SAID LOT 1, AND BEING THE EASTERLY LINE OF ALAZEA PARK CANAL DISTANCE OF 410.15 FEET; THENCE RUN N22°19'21"W, A DISTANCE OF 227.16 FEET TO THE POINT BEGINNING ALSO THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN S67°40'39"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF AZALEA PARK CANAL NUMBER 14 PER OFFICIAL RECORDS BOOK 2407, PAGE 787 AND OFFICIAL RECORDS BOOK 2168, PAGE 606 AS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN N22°19'21"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN N67°40'39" E, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID ALAZEA PARK CANAL; THENCE RUN S22°19'21"E, ALONG SAID EASTERLY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 10,000 SQUARE FEET OR 0.229 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE LOT 1, CHICKASAW TRAIL SHOPPING CENTER, PLAT BOOK 34, PAGES 12-13 BEING S89°18'15"W (PLATTED)(BEARING BASE).
2. LINEAR MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET. ANGULAR MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN DEGREES, MINUTES, AND SECONDS.
3. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
5. THIS IS NOT A BOUNDARY SURVEY.
6. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, UNLESS OTHERWISE NOTED.
7. ALL BEARING AND DISTANCES HEREON ARE ALL CALCULATED UNLESS OTHERWISE NOTED.

 1/30/2026
DANIEL L. WHITTAKER DATE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6648
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 2 OF 2

PREPARED FOR:
REAL ESTATE MANAGEMENT

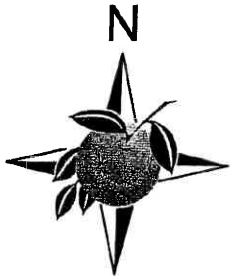
FIELD DATE: _____	DATE: _____	SECTION: 01	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9206 (407) 838-7951		DRAWING SCALE: N/A
DRAWN BY: _____		TOWNSHIP: 23S			COUNTY PROJECT NUMBER
CHECKED BY: D.W.	REVISIONS: _____	RANGE: 30E			9474
APPROVED BY: D.W.		SHEET 1 OF 2			

SKETCH OF DESCRIPTION

PROJECT: 8295 CURRY FORD ROAD - ACCESS OVER
LITTLE ECON CANAL

GATHERING PLACE CHURCH AG INC.
DOCUMENT: #20250233536

(NOT PLATTED)

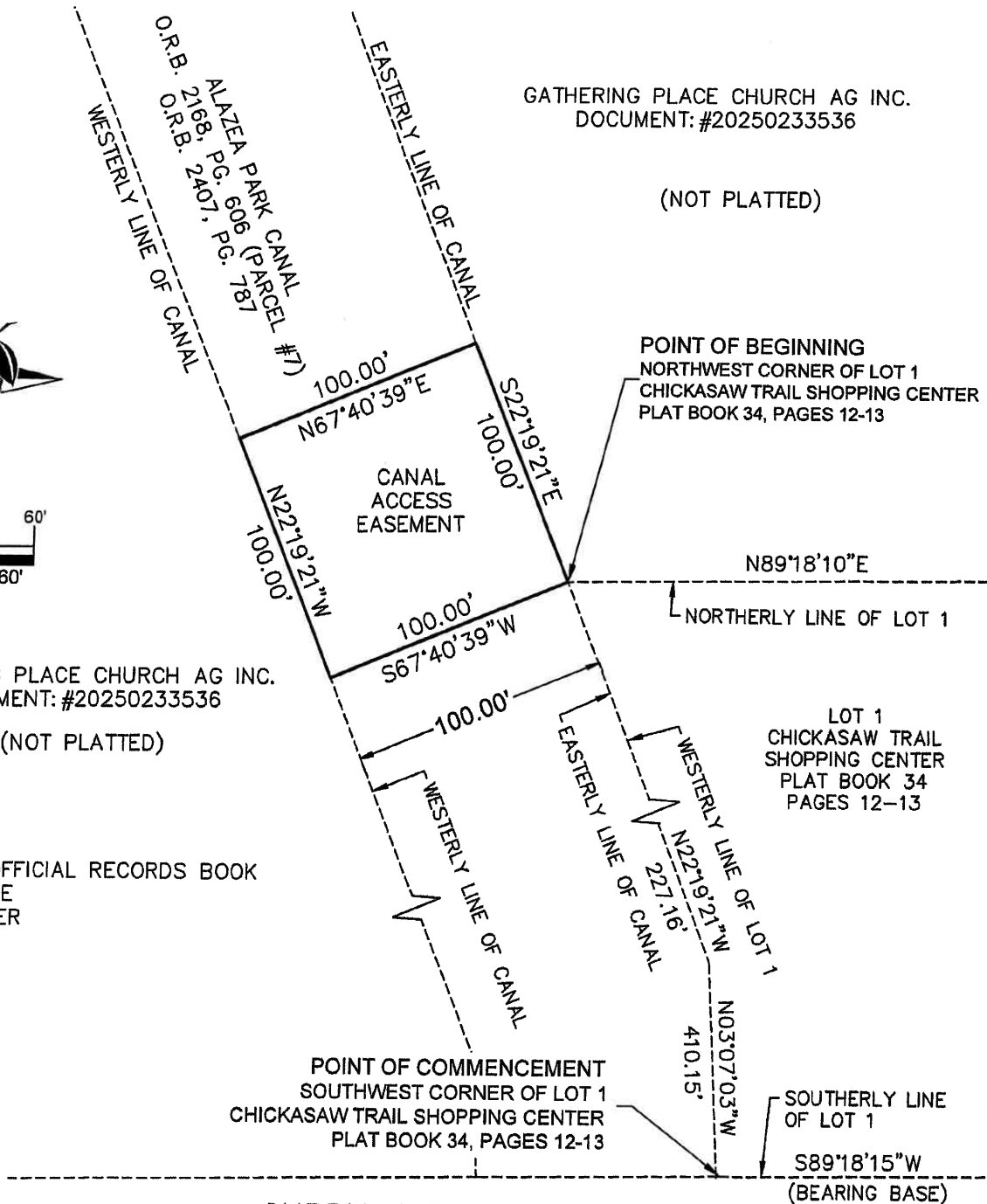


0 30' 60'
SCALE: 1" = 60'

GATHERING PLACE CHURCH AG INC.
DOCUMENT: #20250233536
(NOT PLATTED)

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
= NUMBER



CURRY FORD ROAD
(150.00' R/W WIDTH)
(PB 34, PG(S) 12-13)

PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEET 1 OF 2

FIELD DATE: _____	DATE: _____	SECTION: 1	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	DRAWING SCALE: 1"=60'
DRAWN BY: _____		TOWNSHIP: 23S		COUNTY PROJECT NUMBER
CHECKED BY: D.W.	REVISIONS: _____	RANGE: 30E		9474
APPROVED BY: D.W.		SHEET 2 OF 2		

Project: 8295 Curry Ford Road – Access over Little Econ Canal

EXHIBIT “C”

Detailed description of Improvement

Furnish labor, materials, equipment, and incidentals required to install a crossing for vehicle and pedestrian access over the Little Econ Canal, consisting of:

Concrete or other approved culvert pipe covered with fill, as further designated in the plans to be submitted to Orange County.

Culverts and structures shall be designed, constructed, and installed in accordance with best practices and the standards of Orange County.

The improvements shall include backfilling, stabilization, and bank protection.