



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-059, **Version:** 1

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### Interoffice Memorandum

**DATE:** December 16, 2024

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

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

**FROM:** Aly Nazario, Acquisition Agent

**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 Ky-Mani Folkes and Orange County, and authorization for the Real Estate Management Division to exercise renewal options, execute termination notices, and furnish notices, required or allowed by the License Agreement, as needed for Kennedy Boulevard (Forest City Road to Wymore Road) - Parcel 7080. District 2. **(Real Estate Management Division)**

**PROJECT:** Kennedy Boulevard (Forest City Road to Wymore Road) - Parcel 7080

**PURPOSE:** To provide for temporary access for construction.

**ITEM:**

License Agreement

Cost: Donation

Term: Seven years

**BUDGET:** N/A

**REVENUE:** None

**FUNDS:** N/A

**APPROVALS:**

Real Estate Management Division  
Risk Management Division  
Public Works Department

**REMARKS:** The Public Works Department is requesting this temporary access agreement for certain real property, identified as Parcel ID 33-21-29-0899-00-470 (Parcel 7080). This access is needed to facilitate the demolition of the existing concrete wall along Kennedy Boulevard for the Kennedy Boulevard Roadway Project.

This License Agreement will not be recorded.

**THIS INSTRUMENT PREPARED BY:**

Richard Hainkel, 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 33-21-29-0899-00-470

**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

**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 **KY-MANI FOLKES**, a single person ("**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 owns certain real property located in Orange County, Florida, at 33-21-29-0899-00-470 and 2724 Elmhurst Circle, Orlando, Florida 32810-3820 more specifically described in the attached **Exhibit A** (the "**Property**").

**B.** County has initiated a roadway project for improvements to Kennedy Boulevard for that portion of the roadway between Forest City Road to Wymore Road (the "**Project**").

**C.** The Property is adjacent to the Project 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 and the Project.

**D.** Owner desires to grant this license to County for the performance of the Work within a portion of the Property, more specifically described in the attached **Exhibit B** (the "**Licensed Premises**").

**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 Licensed Premises for the purposes stated below, all subject to the terms, conditions and limitations set forth in this License.

**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

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

**a.** Allow Entrants to access the Licensed Premises from the adjacent public right of way, known as Kennedy Boulevard.

**b.** Allow Entrants to enter the Licensed Premises with equipment and machinery as may be necessary to complete the Work. This includes allowing Entrants to stage and store materials and equipment within the Licensed Premises while they are actively performing the Work.

**c.** Allow the Entrants to demolish the existing concrete wall located within the Licensed Premises and remove the associated debris.

**d.** Allow the Entrants to restore the Licensed Premises to a safe and sanitary condition in the same or similar condition as the one existing, less and except the concrete wall removed per this License, before the Entrants use of the Licensed Premises.

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 seven (7) years, whichever occurs first (the “**Term**”).

**b. Sale of Property.** If Owner sells 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.

**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 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><i>with a copy to:</i></b>
Ky-mani Folkes 2724 Elmhurst Circle	

**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

Orlando, Florida 32810-3820	
<b>As to County:</b>	<b>with a copy to:</b>
Orange County, Florida Real Estate Management Division Attn: Right of Way <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 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 County right-of-way, easement areas, or Licensed Premises to procure and maintain workers' compensation, commercial

**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

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.

**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 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:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

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

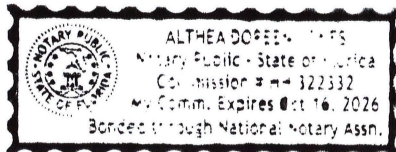
**OWNER:**

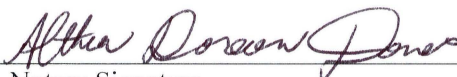
  
KY-MANI FOLKES

**STATE OF** Florida  
**COUNTY OF** Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4<sup>th</sup> day of December 2024, by **KY-MANI FOLKES**, a single person. The individual ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)



  
Notary Signature  
Althea Doreen Jones  
Print Notary Name  
Notary Public of: State of Florida  
My Commission Expires: October 16, 2026

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

**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1



**COUNTY:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Date:

01/07/2025  
(mm/dd/yyyy)

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

BY:

for *Jennifer Lara-Kimetz*  
Deputy Clerk

Jennifer Lara-Kimetz  
Printed Name



**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

**EXHIBIT A**

Lot 47, Briarcliff Subdivision Replat, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 83 and 84, of the Public Records of Orange County, Florida.

**Project:** Kennedy Boulevard (Forest City Road to Wymore Road)  
**Instrument:** 7080.1

**EXHIBIT B**

