



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 1**

**DATE:** September 8, 2023

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

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** Sara Solomon, Senior Title Examiner *SS/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of License Agreement by and between Orange County and Timber Springs Homeowners Association, Inc., and authorization for the Real Estate Management Division to exercise renewal options, and furnish notice, required, or allowed by the License Agreement, as needed.

**PROJECT:** Corporal Patrick Deans Memorial  
  
District 4

**PURPOSE:** To provide access for the installation and maintenance of a memorial.

**ITEMS:**                   **License Agreement**  
Revenue     None/Services Provided  
Size:         N/A  
Term:         Five years  
Options:     One, Five-year renewal

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

**REMARKS:**           This License Agreement grants Timber Springs Homeowners Association, Inc. license to enter County property to install, and perform ongoing landscape and maintenance services for the Corporal Patrick Deans Memorial.

SEP 26 2023

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the last date signed below, ("Effective Date") by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "County"), and TIMBER SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Licensee"), whose address is 6972 Lake Gloria Blvd., Orlando, Florida, 32809-3200.

### RECITALS

- A. County has an undivided interest in that certain property bearing Parcel Identification Number 32-22-32-7978-20-000 (the "Property").
- B. Licensee and County desire to use the portion of the Property more particularly described on Exhibit "A" attached to this Agreement (the "Parcel") for the installation of the Corporal Patrick Deans Memorial.
- C. Licensee will provide the items for the memorial including, but not limited to: Pavers; memorial monument; Parks standard concrete bench and pad; ground cover, 10-45-gallon nursery stock Red Maple; shrubs, and mulch, which will be located on the Parcel, as shown on Exhibit "B".
- D. Licensee is providing irrigation services to the monument area only and will not use the County's irrigation system.
- E. Licensee will not be responsible for any landscape maintenance outside the memorial area as shown on Exhibit "B".
- F. Licensee will access the Property through the double gate located on Timber Park Lane, using the sidewalk located on the Property.
- G. Licensee's maintenance vendor will maintain all plants, pavers and memorial monument on a monthly schedule.
- H. County approval on final installation of all items is required.

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

1) Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.

2) Term. The Term of this Agreement shall commence on the Effective Date and shall have an initial term of five (5) years. This Agreement may be renewed for an additional five (5) years upon written approval by both parties hereto. The Manager of the County's Real Estate Department shall have the authority to exercise and approve this renewal option.

3) Use. During the Term of this Agreement, Licensee shall have the non-exclusive right of access over and through the Property for the installation of the monument, bench, pavers, landscape items and the maintenance of the monument. There is no fee for the Licensee's use of the Property during the Term. Licensee shall observe and comply with all applicable Federal, State, and local rules, orders, laws and regulations pertaining to the use of the Property.

4) Possession. Licensee shall have, hold, and enjoy non-exclusive use of the Property and all rights granted to the County by this Agreement. County reserves the right to use the Property for all other purposes. Upon termination of the Term of this Agreement, Licensee agrees to cease use of the Property and the County will retain all property related to the monument located on the Property. This Agreement does not convey any easement or other property rights to the Licensee, but merely grants a permissive license for access during the Term of this Agreement.

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 Agreement. The 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 Licensees.

6) Insurance. Licensee shall procure and maintain, for the duration of this Agreement, insurance of the types and limits specified below. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and must possess a minimum, current rating of A-Class VIII in the most recent edition of "Best's Key Rating Guide."

- a. Workers' Compensation - covering its employees with statutory workers' compensation limits, and no less than \$500,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.
- b. Commercial General Liability - covering all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence and an aggregate limit of at least \$2,000,000.00. The County shall be specifically named as an additional insured on all liability policies.
- c. Business Automobile Liability - covering all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent per occurrence.
- d. Pollution Legal Liability – Pollution Legal Liability with a limit of not less than one million dollars (\$1,000,000.00) per occurrence on a per-project basis.

Prior to entering upon the Property, and during the duration of the Agreement, Licensee shall file with the County current certificates of all required insurance on forms acceptable to the County and thirty (30) days prior written notice of cancellation or reduction in coverage, except ten (10) days prior written notice is allowed for cancellation due to non-payment of premium. The certificates shall be accompanied by the additional insured and waiver of subrogation endorsements for each policy that applies.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance. It shall be the responsibility of Licensee to ensure that all its contractors maintain adequate insurance. Failure of Licensee to maintain adequate insurance coverage for itself or for any other persons or entities for which it is responsible, or to ensure that its contractors maintain adequate coverage, shall not relieve Licensee of any contractual responsibility or obligation or liability.

7) Hazardous Waste and Materials. Licensee, its employees, agents, licensees, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on the Property. Licensee shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers, including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the Property, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to or from the Property by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers. Provided however, Licensee shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, licensees, vendors, or other agents, or resulting from any environmental condition existing on the Property or elsewhere which is not caused, disturbed or exacerbated by Licensee or its employees, agents, vendors or suppliers. The indemnification provisions contained herein shall survive the termination of this Agreement.

8) Default and Assignment. It is agreed between the parties hereto that if Licensee shall default and breach any other covenant or provision of this Agreement, then the County, after giving Licensee twenty (20) days prior written notice of such default and an opportunity to cure, may terminate this Agreement and thereafter the Licensee will cease use of the Property. Neither party may assign its rights hereunder, or as hereinafter granted pursuant to the provisions hereof, in whole or in part, without the prior written consent of the other party.

9) Termination

a. This Agreement may be terminated at any time by mutual written consent of both parties hereto.

b. Either party may terminate this Agreement at any time by providing to the other party no less than one hundred twenty (120) days advance, written notice.

c. At the termination of this Agreement, the County shall be entitled to assume ownership of the monument at no cost to the County by giving written notification to the Licensee no later than the date of termination. In the event the County exercises this right, the Licensee shall be relieved of the obligation to remove the monument and the County shall assume all rights, obligations, and liabilities associated with the monument that arise on or after the date the County exercises this right.

10) Attorneys' Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearing's, or in administrative, bankruptcy, or reorganization proceedings.

11) Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and U.S. First Class Mail; addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) three (3) days after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested and U.S. First Class Mail, or (ii) upon hand-delivery to the appropriate address as follows:

As to County: Orange County Administrator  
P.O. Box 1393  
Orlando, Florida 32802-1393

With Copy to: Orange County  
Parks & Recreation Division  
Alicia M. Baxter, Program Manager  
Address: 4801 West Colonial Drive  
Orlando, Florida 32808  
(407) 836-6205

As to Licensee: Timber Springs Homeowners Association  
President  
Address: 6972 Lake Gloria Blvd.  
Orlando, Florida 32809-3200  
(954) 816-5791

12) Applicable Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those

actions shall be in the Orlando Division of the U.S. Middle District of Florida, The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the County and City have hereunto set their hands and seals as of the dates written below.

“COUNTY”



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

DATE: *26 September 2023*

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

BY: *Jennifer Lara-Klimetz*  
for Deputy Clerk  
Jennifer Lara-Klimetz  
Printed Name

LICENSEE

TIMBER SPRINGS HOMEOWNERS  
ASSOCIATION, a Florida not for profit corporation

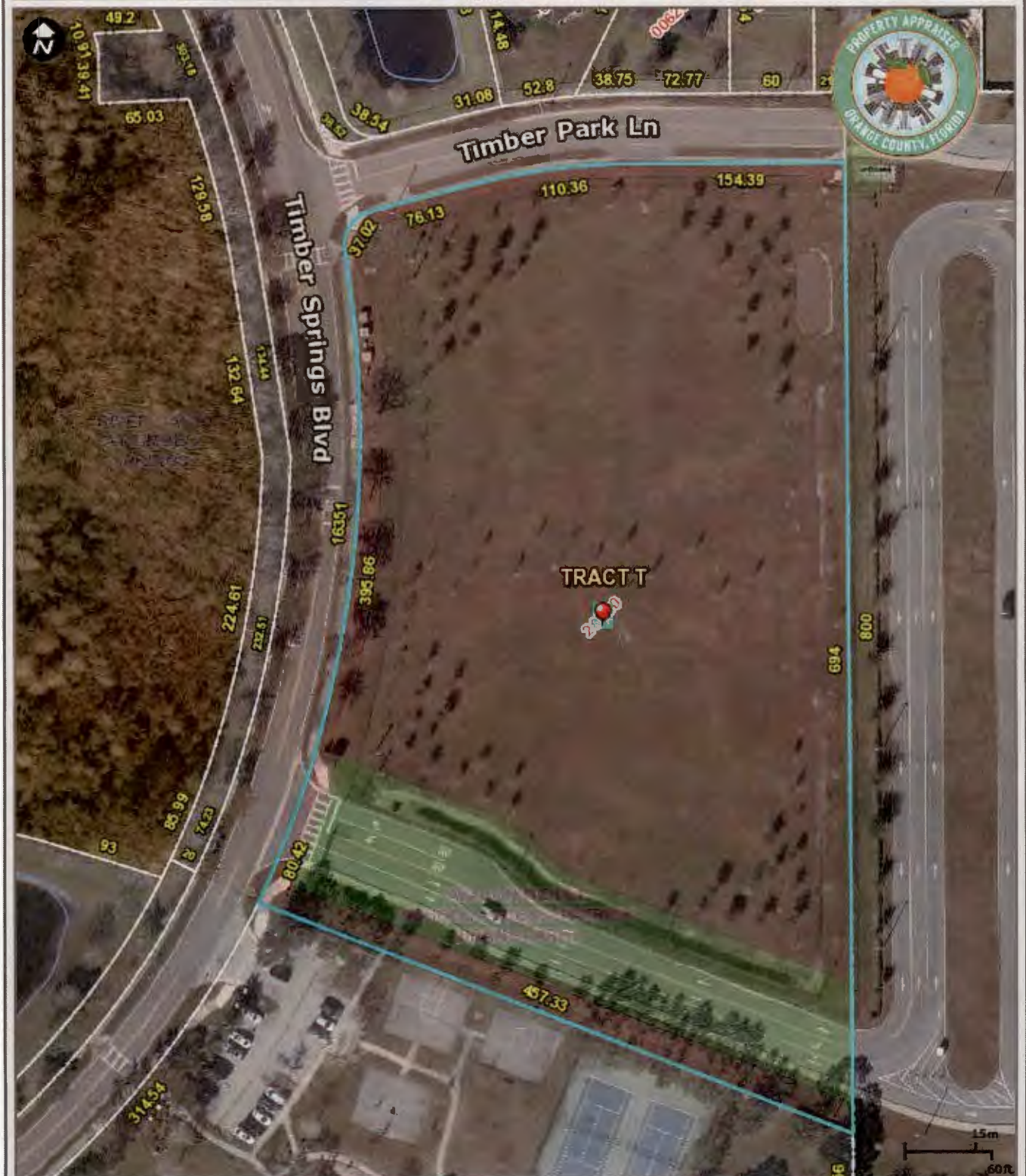
BY: *[Signature]*  
President

Date: *7-26-23*



Exhibit A

OCA Web Map		Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	6	Lot Number
Florida Turnpike	Public Roads	Brick Road	Agriculture	Agricultural Curtilage	Lakes and Rivers	06060	Parcel Number
Interstate 4	Gated Roads	Block Line	Commercial/Institutional	Hydro	Building	3106	Parcel Address
Toll Road	Road Under Construction	Lot Line	Governmental/Institutional/Misc.	Waste Land	E	Block Number	111.9
							Parcel Dimension



Created: 6/1/2023

This map is for reference only and is not a survey.



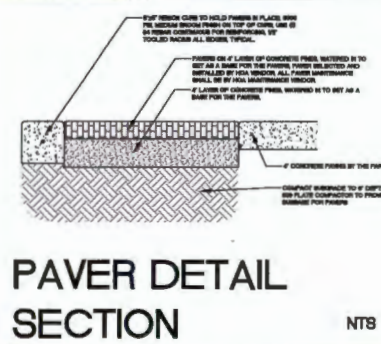
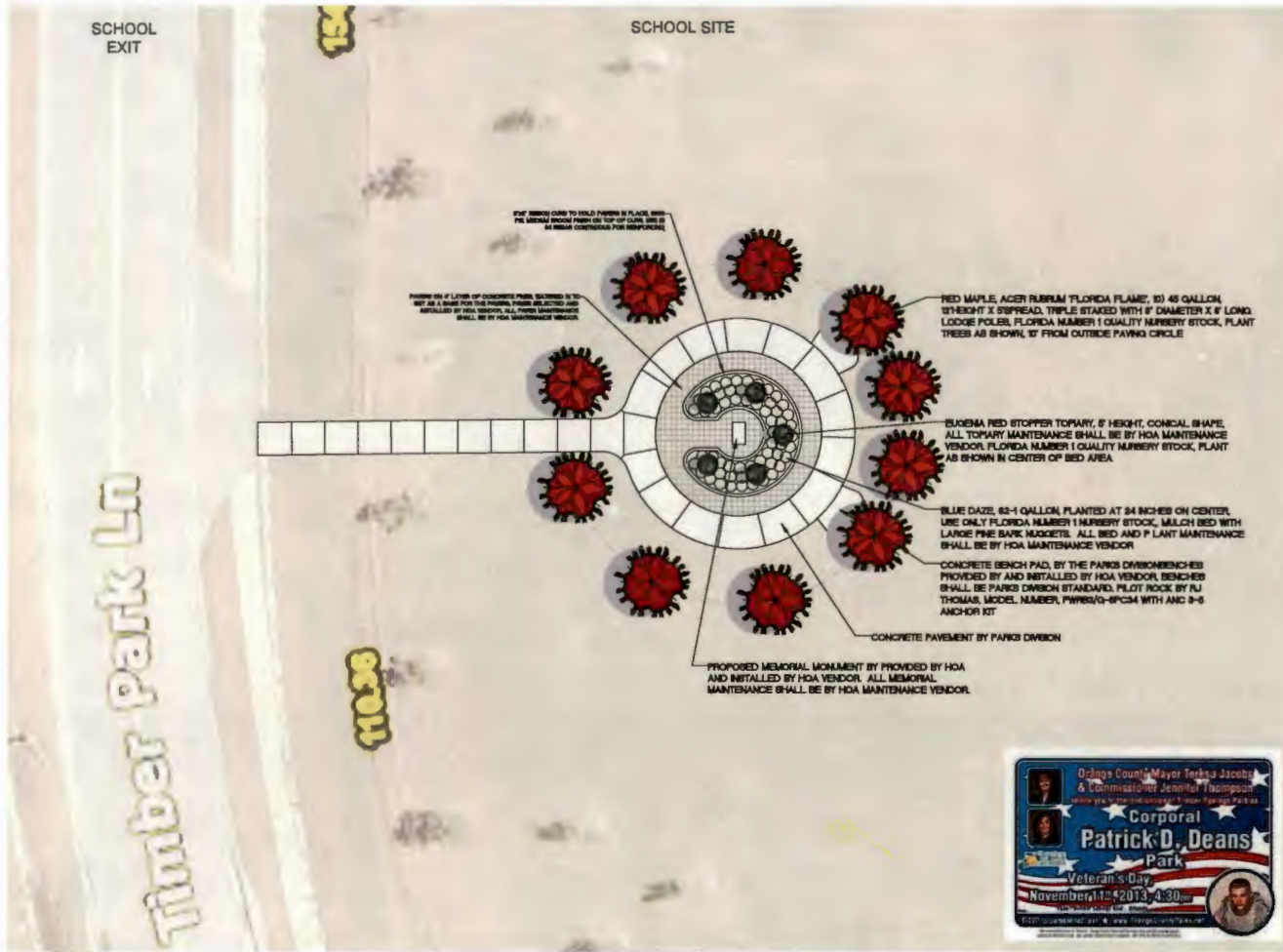
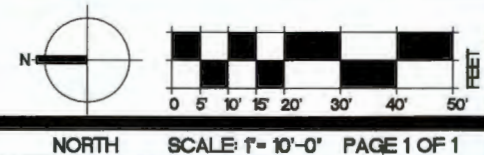


EXHIBIT B

**MEMORIAL PLANTING / SITE PLAN EXHIBIT  
 CORPORAL PATRICK D. DEANS PARK**

15351 TIMBER SPRINGS BOULEVARD ORLANDO, FLORIDA



APRIL 21, 2023 MS

