



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: October 27, 2023

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

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

FROM: Steve Cochran, Acquisition Agent
Real Estate Management Division *SC/MTC*

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

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

ACTION REQUESTED: Approval and execution of License Agreement for Right of Entry by and between Sweetwater Golf & Country Club Inc., and Orange County, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the License Agreement.

PROJECT: Sweetwater County Club

District 2

PURPOSE: To provide for access to repair and perform maintenance on concrete pipes.

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ITEMS: License Agreement
Cost: Donation

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Roads and Drainage Division

REMARKS: Roads and Drainage Division has requested this License Agreement to access the property, to make repairs, and perform maintenance on concrete pipes related to a stormwater drainage pond.

This document will not be recorded.

NOV 14 2023

**LICENSE AGREEMENT FOR RIGHT OF ENTRY
BY AND BETWEEN SWEETWATER GOLF & COUNTRY CLUB INC.,
AND ORANGE COUNTY**

This License Agreement for Right of Entry ("License Agreement") is made and entered into as of the last date signed below, ("Effective Date") by and between SWEETWATER GOLF & COUNTRY CLUB, INC., a Florida corporation, ("Grantor"), the undersigned owner of certain real property in Orange County, Florida as shown on Exhibit "A" hereto and located at 2700 Sweetwater Country Club Drive, Apopka, Florida, 32791, (the "Property"), and 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 ("County"), (each singularly "Party" or "Parties).

RECITALS

- A. Grantor has an undivided interest in that certain property bearing Parcel Identification Number 36-20-28-0000-00-030 (the "Property").
- B. Grantor has a stormwater drainage pond located on the parcel more particularly described on (Exhibit "A") attached to this License (collectively, the "Parcel") for stormwater runoff and drainage.
- C. County requires access to the drainage pipes to remove the dislodged mitered end piece of the drainpipes, and construct headwalls as a permanent repair to the pipes.
- D. County will access the property via Majestic Oaks Drive and an existing stormwater easement, (Exhibit "B").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this License Agreement, the Parties agree as follows:

TERMS

- 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 a term of one hundred eighty (180) days.
- 3. Right of Entry. In accordance with the terms of this License Agreement (including without limitation Section 7), Grantor grants to Grantee and its employees, contractors, agents, and

representatives (collectively "Orange County"), a temporary license for access to the Property subject to the terms, conditions and obligations set forth herein and subject to all matters of record. Orange County's temporary rights under this License Agreement are limited to the following pursuant to the terms and conditions of this License Agreement: ingress and egress to the Property at reasonable locations acceptable to Grantor; at reasonable times and in a manner acceptable to Grantor's Tenant, at Orange County's sole cost and expense to: (a) remove damaged mitered ends of pipes; and (b) construct headwalls, ((a) and (b) together, the " Work").

4. Indemnity. Without waiving its sovereign immunity and the statutory limitations in Section 768.28, Florida Statutes, Orange County will release, hold harmless, defend, and indemnify Grantor and Tenant and any of its officers, employees, contractors, agents, tenants, or representatives from and against all claims, damages, injuries, losses, releases, or costs arising out of or in any way related to negligent or wrongful acts associated with Orange County's entrance and the Work on the Property. This indemnification shall survive the expiration or sooner termination of the License Agreement. Grantee or its contractor shall be responsible for the safety and security of all persons and property directly or indirectly associated with Grantee's entrance upon the Property and/or the Work.
5. Insurance. Any contractor working for the County on this entrance and performing this Work shall carry commercial general liability insurance in an amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and statutory workers' compensation coverage.
6. Notice Before Entry. Orange County will provide written notice to Grantor and Tenant at least three (3) business days before entering the Property to perform the Work. Orange County will make best efforts to cooperate and coordinate its Work within the entry area with representatives of Grantor and its Tenant. If a representative of Grantor or Tenant reasonably believes that Orange County's Work or activity on the Property is creating or could create an interference with its Tenant's ordinary use of the Property, then Grantor or Tenant shall immediately notify Orange County and Orange County shall immediately cease or cause the cessation of such Work/activity until the interference is remediated to Grantor's and Tenant's reasonable satisfaction. Orange County may only enter and exit the Property at the points of entry approved by Grantor or Tenant. Orange County shall not do any damage to the Property or to the Tenant's ordinary use of the Property.
7. Non-Interference and Standards of Work. The Property is a commercial property that functions as a golf course. Orange County shall not materially interfere with or impair any of the Tenant's commercial operation and/or business being conducted on the Property, pedestrian or vehicular access to/from the Property, or the visibility of any signage situated on the Property and Orange County shall not do any damage to the Property. Orange County's exercise of its rights under this License Agreement shall be conducted subject to all matters of record and in conformity with applicable laws and restrictions encumbering the Property. Grantee shall have no right to park vehicles or store equipment or materials on the Property without the consent of the tenant (if any) of the Property.

8. Condition of the Property. Orange County will return the Property to the same condition in which it was found. Orange County will pay Grantor for any damage to Grantor's real property or pay to Tenant any damage to Tenant's improvements that is not so restored by Orange County. This obligation shall survive the expiration or sooner termination of the License Agreement.
9. Environmental Condition. The granting of this License Agreement by Grantor is not intended, nor should it be construed, as an admission of liability on the part of the Grantor or the Grantor's successors and assigns for any contamination discovered on the Property.
10. Attorney's 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, 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. Entire Agreement. This License Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this License Agreement, and this License Agreement supersedes any previous oral or written agreements between the parties. This License Agreement may be signed in counterpart so long as all parties have executed the agreement. This License Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that (a) its electronic signature on this License Agreement is the legal equivalent of its manual signature on this License Agreement and has the same legal effect as original signatures; (b) its use of a key pad, mouse or other device to select an item, button, icon or similar act/action to electronically sign this License Agreement constitutes its signature ("E-Signature") of this License Agreement as if actually signed by such party in writing; and (c) no certification authority or other third party verification is necessary to validate its E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature on this License Agreement.
12. Modifications. Any modifications or amendments of this License Agreement must be in writing and signed by all parties to the License Agreement.
13. Amendment. This License Agreement shall be amended only in writing duly executed by the parties to the License Agreement.
14. Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and 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. 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:

SWEETWATER GOLF & COUNTRY CLUB, INC.
P.O. Box 917359
Longwood, Florida 32791-7359
Phone: (407) 889-4743
ATTN: Walter Judge

Any notice to Grantee required hereunder shall be delivered to:

Orange County
Real Estate Management Division
400 East South Street, 5th Floor
Orlando, FL 32801

With a copy to:

Orange County
Public Works Department, Roads and Drainage Division
4200 S. John Young Parkway
Orlando, Florida 32839

15. 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.

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IN WITNESS WHEREOF, the Parties have executed this License Agreement to be made effective as of the Effective Date first set forth above.

SWEETWATER GOLF & COUNTY CLUB,
INC., a Florida profit corporation

By: _____

Name: WALTER JUDGE

Title: PRESIDENT



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Jerry L. Demings

Jerry L. Demings
Orange County Mayor

Dated: 14 November 2023

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

Date: NOV 14 2023

Exhibit A

OCA Web Map											
	Major Roads		Proposed Road		Block Line		Commercial/Institutional		Hydro		Golf Course
	Florida Turnpike		Public Roads		Brick Road		Governmental/Institutional/Misc. Commercial/Industrial/Vacant Land		Waste Land		Lakes and Rivers
	Interstate 4		Gated Roads		Rail Road		Residential		County Boundary		Building
	Toll Road		Road Under Construction		Proposed SunRail		Agriculture		Parks		Hospital



Created: 7/11/2023 15:30 Aerial 2022, Flown Jan, 2022 by Sanborn This map is for reference only and is not a survey

EXHIBIT B

