



Orange County Government

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

Legislation Text

File #: 25-829, **Version:** 1

Interoffice Memorandum

DATE: May 21, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Jeffrey Reyes, Senior 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 RVM Sandlake, LLC, as to undivided 90.268% interest, and JMM Sandlake, LLC, as to an undivided 9.732% interest, and Orange County, and authorization for the Manager of 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 Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road) - Parcel 1039. District 1. **(Real Estate Management Division)**

PROJECT: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road) - Parcel 1039

PURPOSE: To provide for temporary access for construction.

ITEM:

License Agreement

Cost: Donation

Term: Four years or upon completion of the work, whichever occurs first.

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 Limited Non-Exclusive License Agreement for temporary access for certain real property, identified as Parcel ID 35-23-28-7178-00-010 (Parcel1039). This access is needed to facilitate sidewalk removal and construction for Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road).

This License Agreement will not be recorded.

Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
Instrument: 1039.1

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

THIS INSTRUMENT PREPARED BY:
Angela Moore, 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

JUN 17 2025

Property Appraiser's Parcel Identification Number:
a portion of 35-23-28-7178-00-010

Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
Instrument: 1039.1

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 **RVM Sandlake, LLC a Florida Limited Liability Company as to undivided 90.268% interest, and JMM Sandlake, LLC, a Florida Limited Liability Company, as to an undivided 9.732% interest** (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 owns certain real property located in Orange County, Florida, at 7900 W Sand Lake Rd, Orlando, FL 32819 [Tax ID# 35-23-28-7178-00-010] more specifically described in the attached **Exhibit A** (the “**Property**”).

B. County has initiated a roadway project for improvements to West Sand Lake Road for that portion of the roadway between South Apopka Vineland Road and Turkey Lake 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 from West Sand Lake Road over a portion of the Property in order to complete the Work (defined below) as more particularly described or depicted in the attached **Exhibit B** for the benefit of the Project.

D. Owner has agreed to grant this license to County for the performance of some of the Work within, and the use of, the portion of the Property more specifically described or depicted in the attached **Exhibit C** (the “**Licensed Premises**”), all as more particularly described in this License.

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.

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 West Sand Lake Road.

b. Allow Entrants to enter the Licensed Premises from the adjacent public right of way, known as West Sand Lake Road, 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 sidewalk 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 sidewalk 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 will expire automatically, and this License will be deemed terminated (without any further action being required by either party) and null and void and of no further force or effect upon (i) completion of the Work or (ii) four (4) years from the Effective Date, 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 or by a guaranteed overnight delivery service, such as Federal Express or UPS, with a signed receipt. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
Instrument: 1039.1

As to Owner:	with a copy to:
RVM Sandlake LLC (90.268%) Attn: Rex V. McPherson II 800 N Orange Ave, Suite 400 Orlando, Florida 32801 JMM Sandlake LLC (9.732%) Attn: Rex V. McPherson II 800 N Orange Ave, Suite 400 Orlando, Florida 32801	Holland & Knight LLP Attn: Christopher C. Brockman, Esquire 200 S. Orange Avenue, Ste 2600 Orlando, FL 32801
As to County:	with a copy to:
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 (and, with regard to County, of Entrants') officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's (and, with regard to County, of Entrants') 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 or its (and, with regard to County, of Entrants') 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 provide 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 Entrants, including without limitation contractors performing work within (or otherwise using or accessing) 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. Owner shall be listed as an additional insured on all general liability and other applicable policies obtained by County, Entrants, and any other applicable party(ies).

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 as specified in this License, 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 such Entrants, the County, or anyone else.

c. Recording. The parties agree that this License shall not be recorded in the Public Records of Orange County, Florida, and automatically will terminate and be null and void and of no further force or effect as provided in Section 3 above.

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. This License will be null and void and of no further force or effect on August 1, 2025, if it has not been executed by both parties by said date.

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.

Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
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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: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
Instrument: 1039.1

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

OWNER:

RVM Sandlake, LLC

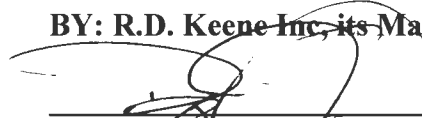
BY: R.D. Keene Inc, its Manager



BY: Rex V. McPherson II, President

JMM Sandlake, LLC

BY: R.D. Keene Inc, its Manager



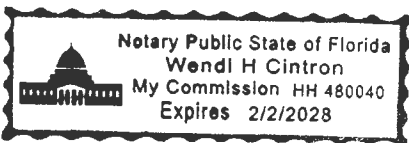
BY: Rex V. McPherson II, President

STATE OF
COUNTY OF

Florida
Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of May 2025, by **Rex V. McPherson, as President of R.D. Keene Inc, which is Manager of RVM Sandlake LLC, and by Rex V. McPherson, as President of R.D. Keene Inc, which is Manager of JMM Sandlake LLC** The individual ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp)



Wendi H Cintron
Notary Signature

Wendi H Cintron
Print Notary Name

Notary Public of: Florida

My Commission Expires: 2/2/28

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Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
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COUNTY SIGNATURE AND EXHIBITS TO FOLLOW

Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
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COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: 06/17/2025

(mm/dd/yyyy)

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

BY:

Jennifer Jan-Klimetz
for Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
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EXHIBIT A
[Legal description from vesting deed]

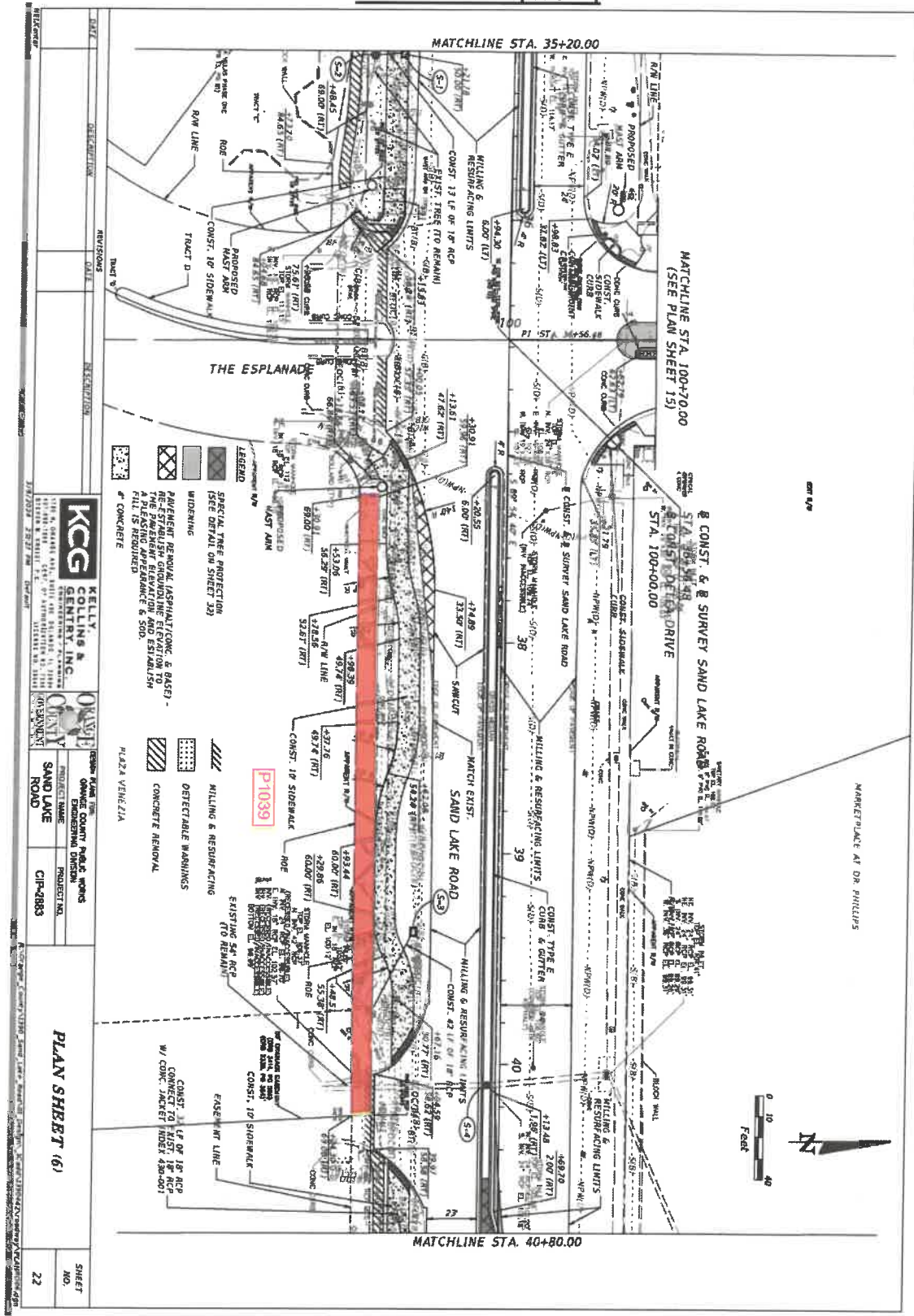
PARCEL 1:

LOT 1, PLAZA VENEZIA FIRST ADDITION, ACCORDING TO PLAT THEREOF
RECORDED IN PLAT BOOK 52, PAGE 125, PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.

PARCEL 2

TOGETHER WITH THE EASEMENTS APPURTENANT TO PARCEL 1 AND CREATED
BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 6066, PAGE 3973, AS
AMENDED BY FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 6111,
PAGE 1484, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND AS
SUPPLEMENTED BY SUPPLEMENTAL; DECLARATION RECORDED IN OFFICIAL
RECORDS BOOK 6541, PAGE 8484, ALL PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.

EXHIBIT B - [Work]



Project: Sand Lake Road Safety Improvements (Apopka Vineland to Turkey Lake Road)
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EXHIBIT C
[Licensed Premises - Aerial]

