





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** April 3, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF FIRST AMENDMENT TO PERMISSION TO ENTER PROPERTY (ENTRY AGREEMENT) BETWEEN ORANGE COUNTY AND STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF PARKS AND RECREATION AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF NEEDED

**PROJECT:** Pine Plantation Access Agreement  
  
District 2

**PURPOSE:** To provide additional access across County-owned property.

**ITEM:** First Amendment to Permission to Enter Property (Entry Agreement)  
Revenue: None  
Size: 3.1 acres  
Term: Until December 15, 2017  
Option: One, 1-year renewal

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division  
Risk Management Division

**REMARKS:** On December 15, 2015, the Board of County Commissioners approved the "Permission to Enter Property (Entry Agreement)" ("Agreement") to allow the State of Florida, Department of Environmental Protection, Division of Parks and Recreation ("Department") and its Agency Term Contractor to have access through County's Pine Plantation to reach an adjacent parcel of land owned by the Department in connection with a timber harvest on the Department land. The Department requested this First Amendment to the Agreement in order to utilize an additional unpaved road on the County's property for the Department's timber harvest project. All other terms and conditions of the Agreement remain the same.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

## FIRST AMENDMENT TO PERMISSION TO ENTER PROPERTY (Entry Agreement)

This FIRST AMENDMENT TO PERMISSION TO ENTER PROPERTY (ENTRY AGREEMENT) (this “**First Amendment**”) is dated effective as of date of latest execution below (the “**First Amendment Effective Date**”) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, (“**County**”) and STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF PARKS AND RECREATION (“**Department**”).

### RECITALS

A. County and Department (the “**Parties**”) entered into that certain “Permission to Enter Property (Entry Agreement)” approved by the Board of County Commissioners of County on December 15, 2015, (the “**Original Agreement**”) providing, as more particularly described in the Original Agreement, the terms and conditions upon which Department may enter upon certain portions of certain County-owned lands for the purpose of accessing adjacent Department-owned lands.

B. Department has requested, and County has agreed to, certain modifications of the Original Agreement, and the Parties desire to enter into this First Amendment for the purpose of setting forth the terms and conditions of such modifications.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Original Agreement.

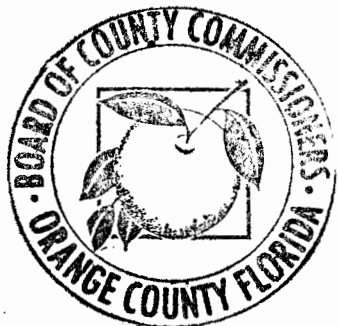
2. Access Area. The clause “using the existing unpaved road along the westerly property boundary” appearing in the first (and only) sentence of Section 2 of the Original Agreement is hereby stricken in its entirety and replaced with the following:

*using the existing unpaved roads along the easterly and westerly property boundaries*

3. Effect; Conflicts. Except as modified herein, all other terms and provisions of the Original Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall control.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Permission to Enter Property to be executed by their respective officers and parties thereunto duly authorized.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 4.25.17

ATTEST:

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

By: *Noelia Perez*  
Deputy Clerk

*Noelia Perez*

Printed Name

APR 25 2017

Date: \_\_\_\_\_

STATE OF FLORIDA

By: Department of Environmental Protection,  
Division of Recreation and Parks

By: *Jason DePue*  
Jason DePue  
Environmental Specialist II

Date: 4/3/17