



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 9

DATE: October 10, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Monica Hand, Senior Title Examiner *PS*
Real Estate Management Division *for MH*

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF COMMERCIAL ACCOUNT
RIGHT OF ENTRY AGREEMENT BETWEEN ORANGE COUNTY
AND BRIGHT HOUSE NETWORKS, LLC

PROJECT: East Orange Homeless Center

District 5

PURPOSE: To provide for access, construction, operation, and maintenance of
communication facilities by Bright House Networks, LLC.

ITEM: Commercial Account Right of Entry Agreement
Revenue: None
Size: 40,112 square feet
Term: 5 years, or 6 months after the date that Bright House Networks,
LLC is no longer providing services, whichever is later

APPROVALS: Real Estate Management Division
County Attorney's Office
Mental Health and Homeless Division
Risk Management Division

REMARKS:

This blanket right of entry provides Bright House Networks, LLC the right to install and maintain communication lines and related facilities for services to the East Orange Homeless Center and is intended to be unrecorded.

OCT 30 2018

COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (hereinafter the "Agreement") is by and between Orange County a charter county and political subdivision of the state of Florida, (hereinafter the "Owner"), with a mailing address of C/O Real Estate Mngt Dept Po Box 1393 Orlando, FL 32802, and owning real estate located at 9833 E Colonial Dr., Orlando, FL 32817 (hereinafter the "Premises") and Bright House Networks, LLC, on behalf of itself and its affiliates, (hereinafter collectively "Charter"), with offices located at 3611 Queen Palm Dr., Tampa, FL 33619. This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the "Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES AND CONSTRUCTION AUTHORIZATION.** In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter a non-exclusive right of entry for the provision of Charter's communication services (hereinafter the "Services") to the Premises and to those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings"). Owner hereby authorizes Charter to (i) install, attach, maintain, modify, inspect, relocate, repair, upgrade, replace or remove equipment and facilities including but not limited to, wiring, conduits, converters, amplifiers, splitters, lock boxes, antennas, and wireless delivery systems (collectively, "Equipment") on the Premises and in the Buildings and (ii) if applicable, utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit"). The rights herein granted to Charter shall include use of available power at the Premises, together with the right to access and use all i) risers in the Buildings, ii) Building entrance facilities, iii) Building utility entrance facilities, iv) utility closets in the Buildings, v) private rights-of-way, and vi) other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein. All of the above grants and authorizations given by Owner are to the extent necessary for Charter to provide its Services to the Premises and shall extend to Charter's authorized agents. The Equipment is not, and shall not be deemed to be, affixed to or a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises. Charter shall install, operate, and maintain the Equipment on the Premises at its own expense and in accordance with all applicable laws. Charter shall be responsible for any and all material damages directly caused to the Premises by Charter's installation, operation, maintenance, and removal of the Equipment.
2. **OWNER REPRESENTATIONS.** Owner has represented to Charter that Owner is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and that no other person has any rights in the forgoing that conflict with Charter's rights under this Agreement. Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent. In the event the Owner is not executing this Agreement, the undersigned person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.
3. **RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.
4. **RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Owner provides below its authorized representative (with contact information) regarding these Joint Efforts. (Please print clearly)

Name: Abraham Polanco

Address &/or email: aapolanco@hcnetwork.org

Phone: 813-955-3792

After the Joint Effort the following shall take place: i) Charter will make a determination on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same and ii) If deemed by Charter necessary to do so, a qualified Charter contractor (hereinafter "Service Partner") shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. In the event that Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from

Charter's Equipment installation activities on the Premises, then Charter shall promptly, within a reasonable period of time, repair said damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
6. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (a) the date that is five (5) years after the Effective Date; or (b) the date that is 6 months after the date that Charter is no longer providing Services to any tenant of the Premises (the "Term"). Following the Term, Owner may terminate this Agreement upon 90 days advance written notice to Charter in the event Charter is no longer providing Services to any tenant of the Premises. Should any tenant of the Premises request Services during such 90-day termination notice period, the related notice of termination shall be deemed rescinded and thereafter null and void. Charter may, within 90 days of the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.
7. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
8. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED--REGARDING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
9. **INDEMNIFICATION.** Charter will indemnify, defend, and hold the Owner harmless from and against all liability, loss, costs, damages, and reasonable attorneys' fees arising out of any third party claim arising out of any negligence, willful misconduct, or breach of this Agreement (including but not limited to any representation or warranty hereunder) by Charter.

This Agreement shall be construed to be in accordance with the laws of the State where the Premises is located.

CHARTER: (type in Charter Legal Entity Name below)

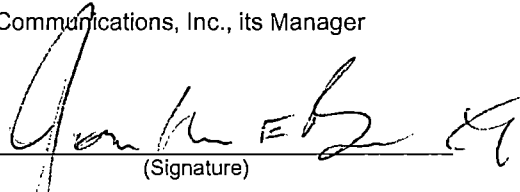
OWNER: (type in Owner/Legal Entity Name below)


Bright House Networks, LLC

Orange County, Florida

By: Charter Communications, Inc., its Manager

By: Board of County Commissioners

By: 
(Signature)

By: 
(Signature)

Printed Name: Jonathan E. Bentley

Printed Name: Teresa Jacobs

Title: Director, Market Expansion

Title: for Orange County Mayor

Date: 18 Sept 18

Date: 10.30.18

