



Interoffice Memorandum

**APPROVED**  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUN 10 2014 NP/CAS

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** May 16, 2014

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

**THROUGH:** William K. Hurt, Jr., Manager *W. Hurt*  
Real Estate Management Division

**FROM:** Dana Chapman, Acquisition Agent *DC*  
Real Estate Management Division

**CONTACT PERSON:** Virginia André, Supervisor

**DIVISION/SECTION:** Real Estate Management  
Phone: 836-7072

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF PERMISSION TO ENTER PROPERTY (ENTRY AGREEMENT) BETWEEN ORANGE COUNTY AND THE BOK TOWER GARDENS FOUNDATION, INC., D/B/A BOK TOWER GARDENS AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF NEEDED.

**PROJECT:** Water Conserv II – Bok Tower ROE  
District 1

**PURPOSE:** To provide access to survey for and collect seeds/plant parts of Scrub Lupine from County property.

**ITEM:** Permission to Enter Property (Entry Agreement)  
Revenue: None  
Size: 331.32 acres  
Term: 1 year  
Option: One, 1-year extension

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Utilities Department  
Risk Management Division

**REMARKS:** This Permission to Enter Property provides access to The Bok Tower Gardens Foundation, Inc., d/b/a Bok Tower Gardens to survey for and collect seeds and plant parts of Scrub Lupine on the Utilities Department Water Reclamation Site located east of South International Drive.

**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.**

JUN 10 2014 NP/CAS

## PERMISSION TO ENTER PROPERTY

### (Entry Agreement)

#### General

1. The undersigned property owner, Orange County, a charter county and political subdivision of the state of Florida ("Orange County" or "County"), hereby gives permission to The Bok Tower Gardens Foundation, Inc., a Florida non profit corporation, d/b/a Bok Tower Gardens (BTG) and its agents and contractors to enter the County's property ("the Property") as more specifically described in paragraph 2 below.
2. The land affected by this Entry Agreement is located in Orange County, Florida and is more specifically identified as Parcel Number 26-24-28-5844-00-090, in the records of the Orange County Property Appraiser's Office and as more particularly described on the Exhibit A attached hereto.
3. This permission is specifically limited to the following activities which may be performed by BTG, its agents or contractors on the Property for purposes of observation of Scrub Lupine and collection of seeds, the results of which shall be provided to the County.

To access and enter in, on, over and across the land described above in Section 2, for use by the BTG, its representatives, agents, contractor, and assigns to survey for and collect seeds/plant parts of Scrub Lupine.

Under no circumstances will a temporary or permanent structure be allowed to be erected on any part of the Property.

BTG, its agents or contractors may enter the Property during normal daylight hours.

4. During the term of this Entry Agreement, BTG shall provide and maintain such general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self insurance as required by Florida Statue 440. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by County. In the event BTG subcontracts any part or all of its operations as described in this or related in any way to this Entry Agreement, BTG shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Entry Agreement. BTG shall include in its contract with subcontractor(s) a provision whereby the subcontractor agrees to defend, indemnify and hold harmless Orange County from all injury and property damage resulting from its operations and to include County as an additional insured on the subcontractor's general liability insurance policy.

5. BTG assumes any and all risk of injury and property damage attributable to the acts or omissions of its officers, employees and sub-contractor(s) and agrees to defend, indemnify and hold harmless Orange County and its officers, employees and agents from all claims, actions, losses, judgments, fines, liabilities, costs and expenses in connection therewith. More specifically, to the extent permitted by law, BTG shall indemnify and hold Orange County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions and fees (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of BTG, its agents, representatives and subcontractors, arising out of its activities related to the activities described in Section 3 of this Entry Agreement. In addition, without limiting the foregoing, in the event that any act or omission of BTG, its agents, representatives and subcontractors, arising from or related to this Entry Agreement results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation any petroleum-based substances, then, to the extent permitted by law, BTG shall indemnify and hold Orange County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions, fees, including, without limitation, all reasonable, actual cleanup or remediation costs and expenses expended by Orange County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. BTG shall be responsible for the immediate notification to the County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages or that occurs as a result of BTG activities related to this Entry Agreement.

**SPECIFICALLY**

- Location: The Property subject to this Entry Agreement is a 330 acre water reclamation site located on South International Drive.
- Points of Contact: Primary: William Hurt, Jr., Real Estate Management (407) 836-7087  
Secondary: Steve Lorman, Real Estate Management (407) 836-7065
- Restoration: All tools, equipment and other property owned by BTG which is placed upon the land by BTG shall remain the property of BTG and all such property shall be removed by BTG upon completion of this work. Furthermore, upon completion collecting, the Property shall be returned to the same general condition as it was prior to the samples being taken.
- Termination Date: The permission to enter the Property is granted for a period of 1 year following the date of execution of this document by Orange County. This Entry Agreement may be extended for up to 1 year; however, any such extension must be requested in writing by BTG and may be agreed to in writing by Orange County Real Estate Management.

Project: Water Conserv II – Bok Tower ROE

IN WITNESS WHEREOF, the parties hereto have caused this 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: *AJ Jacobs*  
Teresa Jacobs,  
Orange County Mayor

Date: 6.10.14

Attest: Martha O. Haynie,  
Orange County Comptroller  
as Clerk of the Board of County Commissioners

By: *Martha O. Haynie*  
Deputy Clerk

**Katie Smith**  
Printed Name

Signed, sealed and delivered  
in the presence of:

The Bok Tower Gardens Foundation, Inc., a  
Florida non profit corporation, d/b/a  
Bok Tower Gardens

*Rose Young*  
Witness

*Rose Young*  
Printed Name

*Nicole L. Stewart*  
Witness

*Nicole L. Stewart*  
Printed Name

By: *Cheryl L. Peterson*

Title: Conservation Programs Manager

Date: 5/8/14

**This instrument prepared by:**  
E. Price Jackson, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Exhibit “A”

The South Quarter (S  $\frac{1}{4}$ ) of the East half (E  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 23, Township 24 South, Range 28 East, and Lots 9 through 12, 21 through 24, 41 through 44, 55, 56, 69 through 76, 85 through 92, 105, and 106, MUNGER LAND CO. SUBDIVISION, as recorded in Plat Book E, Page 3, of the Public Records of Orange County, Florida. Section 26, Township 24 South, Range 28 East.

(being the same lands as conveyed by that certain Warranty Deed recorded August 24, 1983 in Official Records Book 3411, Page 1407, of the Public Records of Orange County, Florida)