RESOLUTION NO. 91-M-62

A RESOLUTION PERTAINING TO ORANGE COUNTY PROCEDURES FOR PERFORMING MINISTERIAL DUTIES AND A DELEGATION OF AUTHORITY WITH REGARD TO THE PUBLIC WORKS DIVISION CONSENT AGENDA; DELEGATING TO THE COUNTY CHAIRMAN THE ABILITY TO APPROVE A MULTI-LOT PLAT FOR RECORDATION AND SCHEDULE A PUBLIC HEARING FOR A PETITION TO VACATE A ROAD, RIGHT-OF-WAY OR EASEMENT; AUTHORIZING THE COUNTY CHAIRMAN TO APPROVE: (1) CERTAIN DOCUMENTS IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBITS TO THIS RESOLUTION; (2) DEVELOPER'S AGREEMENTS THAT EXPRESSLY MEMORALIZE TERMS AND CONDITIONS PREVIOUSLY APPROVED BY THE BOARD; (3) "CORRECTIVE DOCUMENTS"; (4) ADVERTISEMENT FOR BIDS AND ADVERTISEMENT FOR PROCUREMENT OF ENGINEERING SERVICES IN CONJUNCTION WITH PROJECTS UNDERTAKEN BY THE ORANGE COUNTY PUBLIC WORKS DEPARTMENT; (5) ACCEPTANCE AND RELEASE OF LETTERS OF CREDIT IN CONJUNCTION WITH EXCAVATION AND FILL PROJECTS, INFRASTRUCTURE FOR RESIDENTIAL OR COMMERCIAL SUBDIVISIONS, AND CERTAIN ROAD PROJECTS; RATIFYING THE ABILITY OF THE COUNTY CHAIRMAN TO SCHEDULE A PUBLIC HEARING TO CONSIDER THE RESULTS OF CERTAIN STUDIES; RATIFYING THE ABILITY OF THE COUNTY COMPTROLLER, AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS TO ATTEST TO THE COUNTY CHAIRMAN'S SIGNATURE ON ANY OF THE DOCUMENTS DESCRIBED IN THIS RESOLUTION; CLARIFYING THAT A LETTER OF CREDIT OR CASH ESCROW IS SUFFICIENT SURETY FOR THE COMPLETION OF AN EXCAVATION AND FILL PROJECT PURSUANT TO CHAPTER 16 OF THE ORANGE COUNTY CODE; DELEGATING TO THE ORANGE COUNTY PUBLIC WORKS DIRECTOR THE ABILITY TO APPROVE CERTIFICATES OF FINAL COMPLETION, CERTIFICATES OF COMPLETION, "CERTIFICATION -- APPROVAL FOR MAINTENANCE" OF PROJECTS, "ADOPT-A-HIGHWAY LITTER REMOVAL AGREEMENTS," AND APPROVAL OF TEMPORARY ROAD CLOSURES; RATIFYING THE ABILITY OF THE ORANGE COUNTY PUBLIC WORKS DIRECTOR TO DETERMINE THE NORMAL HIGH WATER ELEVATION; AUTHORIZING THE PUBLIC WORKS DIRECTOR TO DETERMINE THE 100-YEAR FLOOD ELEVATION; AUTHORIZING THE PUBLIC WORKS DIRECTOR AND COUNTY ATTORNEY TO INITIATE LEGAL ACTIONS IN EMERGENCY SITUATIONS; PROVIDING AN EFFECTIVE DATE.
WHEREAS, pursuant to Section 107 of Article I of the Orange County Charter the establishment and adoption of policy is the responsibility of the legislative branch of the Orange County Government;

WHEREAS, Article II of the Orange County Charter more particularly sets forth the duties and powers of the Orange County Board of County Commissioners (hereinafter the "Board") as the legislative branch of the Orange County Government;

WHEREAS, Section 207 of Article II of the Orange County Charter states that the duties of the Board include but are not limited to: (1) enacting ordinances; (2) enacting resolutions; (3) enacting administrative codes; (4) approving capital budgets; (5) considering conducting continuing studies in the operation of county programs and services; and (6) enacting of countywide ordinances;

WHEREAS, Section 302 of Article III of the Orange County Charter details the duties of the County Chairman, as head of the executive branch of the Orange County Government, which duties include, but are not limited to, the management and operation of all elements of county government under the jurisdiction of the Board, consistent with the policies, ordinances and resolutions enacted by the Board;

WHEREAS, Section 302(d)(4) of Article III, of the Orange County Charter further specifies that the County Chairman shall be responsible for the execution of all contracts and legal documents.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The Board hereby delegates to the County Chairman the ability to approve any multi-lot plat pursuant to the terms and conditions of Florida Statutes 177 and the applicable Orange County Regulations;
Section 2. The Board further delegates to the County Chairman the ability to schedule a public hearing for a petition to vacate road, right-of-way or easement, pursuant to the terms and conditions of the applicable Florida Statutes and Orange County Regulations;

Section 3. The Board authorizes the County Chairman to sign the following documents, in a form which does not materially deviate from that shown in the corresponding exhibits attached hereto and incorporated herein by reference;

a. Non-Maintenance Agreement (to assure that the County will not be required to pave or otherwise maintain certain roads) (Exhibit "A");

b. Developer's Agreements for Private Improvements in connection with the subdivision of property (Exhibit "B");

c. Developer's Agreements for Public Improvements in connection with the subdivision of property (Exhibit "C");

d. "Use" Agreements (to permit private use of a public right-of-way) (Exhibit "D");

Section 4. The County Chairman shall also have authority to execute other developer's agreements but only when that agreement expressly memorializes those certain terms and
conditions previously approved by the Board in conjunction with a previous preliminary or final County approval subject to the express ability of the Board to reserve, by Board condition, the ability to approve any developer's agreement in conjunction with any preliminary or final County approval;

Section 5. The County Chairman shall have the ability to approve any "corrective document" necessary to correct a clerical or related scrivener's error in a document previously executed by Orange County;

Section 6. The County Chairman shall have the authority to approve advertisements for bids in conjunction with projects undertaken by the Orange County Public Works Department and approve advertisements for procurement of engineering services in conjunction with projects undertaken by the Orange County Public Works Department;

Section 7. The Board hereby ratifies the ability of the County Chairman to schedule a public hearing to consider the results of a study in conjunction with an Orange County Public Works Project but the Board expressly reserves the right to adopt the results of any such study;

Section 8. The Board further resolves that the County Comptroller as Clerk of the Board of County Commissioners, or her designee shall have the authority to execute and attest
to the County Chairman's signature on any of the documents mentioned herein;

Section 9. The Board hereby resolves that a letter of credit or cash escrow shall be considered sufficient surety for completion of an excavation and fill project pursuant to Chapter 16 of the Orange County Code and that the County Chairman or his/her designee shall have authority to accept and release letters of credit and/or cash escrow to provide for surety of completion of the following:

a. Excavation and Fill Projects;
b. Infrastructure for residential or commercial subdivisions;
c. Road improvements pursuant to the Orange County Right-of-Way Utilization Regulations;
d. Surety for proper construction and maintenance of improvements accepted by Orange County pursuant to the applicable County Regulations;

Section 10. The Board delegates to the Orange County Public Works Director the ability to approve the following with regard to projects in Orange County: (1) certificates of final completion; (2) certificates of completion; (3) "certification-approval for maintenance" of projects; (4) approval of temporary road closures (when any type of construction work is being done in County right-of-way); and (5) "Adopt-a-Highway Litter Removal Agreements" provided that any such agreement is in substantially the form attached as Exhibit "E" to this Resolution.
Section 11. The Board further ratifies Section 30-309 of Chapter 30 of the recodified Orange County Code which gives the Public Works Director the authority to determine the normal high water elevation and delegates to the Public Works Director the ability to determine the 100-year flood elevation for property in unincorporated Orange County;

Section 12. The Board further resolves that the Public Works Director and Orange County Attorney shall have the authority to initiate legal actions to enforce those portions of the Orange County Code which are under the jurisdiction of the Public Works Department in order to prevent an imminent danger to the public, health, safety, and welfare, which legal actions shall include, but not be limited to, the ability to obtain an injunction from the appropriate court;

Section 13. Effective Date. This Resolution shall become effective this 15th day of October, 1991.

ORANGE COUNTY, FLORIDA

BY: Vera M. Carter
Vice County Chairman

DATE: October 1, 1991

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: Deputy Clerk

AMY273 9/23/91
NON-MAINTENANCE AGREEMENT

I (We), the "Owner(s)" of the property described in Exhibit "A", which exhibit is attached hereto and incorporated herein by reference, and which property is hereinafter referred to as "the Property," agree as follows with Orange County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the County":

The ______________ a road which abuts or fronts the Property, a description of which is attached hereto as Exhibit "B" and incorporated herein by reference, and which road is hereinafter referred to as "the Road," may be used by the Owner(s) but will not be maintained by the County until and unless it is constructed as a paved road in accordance with the County standards and accepted by the County.

Use of the Road by the Owner(s) or development approvals issued by Orange County for the property shall not be construed as acceptance of the Road by the County as a public street, and the Owner(s) therefore release(s) the County from any claim of right by the Owner(s) to have the Road maintained and also release(s) the County from any liability to the Owner(s) for non-maintenance of the Road by the County.

Use of the Road is permitted by the County so that the Owner(s) may have access to and egress from the Property in order that the Property may be utilized or developed.

The Owner(s) shall assume all risks on account of the use of the Road.

The Owner(s) shall hold the County completely harmless, and fully indemnify the County, from and against each and every claim which may arise as a result of the use of the Road by the Owner(s) or any other person.

This Agreement shall not exempt the Owner(s) from having to obtain any necessary permits or having to comply with any applicable laws or regulations.
This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Owner(s) of the Property.

This Agreement shall be immediately recorded in the Public Records of Orange County, Florida, at the expense of the Owner(s).

Witness

Printed Name and Address:__________________________

__________________________

Witness

Printed Name and Address:__________________________

__________________________

STATE OF FLORIDA
COUNTY OF ORANGE

This is to certify that on the____ day of______, 19___, before me, an officer duly authorized to take acknowledgments in the State and County aforementioned, personally appeared ____________, to me known to be the person described in and who executed the foregoing Agreement and acknowledged the execution thereof. He/she is personally known to me or has produced __________________________ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ____________, 19__.

__________________________
Notary Public

My Commission Expires:

__________________________
Print Name:
ORANGE COUNTY, FLORIDA

BY:_____________________________________
   Linda W. Chapin
   County Chairman
   201 S. Rosalind Avenue
   Orlando, Florida 32802-1393

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

BY:_____________________________________
   Deputy Clerk
   Printed Name:__________________________

   FOR THE USE AND RELIANCE
   OF ORANGE COUNTY ONLY.
   APPROVED AS TO FORM
   ________________ 19 ______

   Assistant County Attorney
   Printed Name:__________________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ____________, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this day of ____________, 19__. He/she is personally known to me or has produced ____________ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 19__.

   Notary Public
   My Commission Expires:
   Print Name:__________________________
DEVELOPER'S AGREEMENT
FOR PRIVATE IMPROVEMENTS

This Agreement is entered into this ___ day of ________, 19___, between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and ____________________________, a ______________ corporation (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer owns property (hereinafter the "Property") in Orange County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as ____________________________, pursuant to Chapter 65-2015, Laws of Florida, and the Orange County Subdivision Regulations adopted pursuant thereto; and

WHEREAS, as part of its plan of development for the Property, Developer wishes to design and construct private ____________________________ (hereinafter referred to as the "Improvements"), which will not be dedicated to the County or to the use and enjoyment of the general public, but which will be dedicated to the common use and enjoyment of the owners of the Property; and

WHEREAS, the County is authorized to regulate the development of the Property; and

WHEREAS, the County is willing to permit the use of private ____________________________ in the development of the Property under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Improvements shall be designed and constructed by the Developer in accordance with the Preliminary Subdivision Plan (hereinafter the "PSP") for the development of the Property, as approved by the Board of County Commissioners on ____________________________.

2. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the
construction or maintenance of the Improvements. The
Improvements shall not be dedicated to the use and enjoyment of
the general public, but shall be dedicated to the common use
and enjoyment of the owners of the Property. It is the intent
of the parties that the Developer, its grantees, successors or
assigns in interest, or some other association and/or assigns
satisfactory to the County, shall be responsible for the
maintenance of the Improvements.

3. Developer shall create a homeowner's association, a
property owner's association, or some other association
(herereafter the "Association") acceptable to the County, which
shall be solely responsible for maintaining the Improvements.

4. Developer shall provide and record protective
covenants, conditions and restrictions (hereinafter the
"Protective Covenants") satisfactory to the County for the
maintenance of the Improvements. The Protective Covenants
shall provide a method for the Developer, its grantees,
successors or assigns in interest, or the Association, to
assess the owners of the Property for the cost of maintaining
the Improvements. Moreover, the Protective Covenants shall
provide that the Developer or the Association can impose liens
against those residential units for which payment of any
assessment is not made. The Developer agrees, for itself and
on behalf of the Association, that the Protective Covenants
shall remain in full force and effect at all times.

5. The Developer shall maintain the Improvements for a
period of one (1) year following the completion of the
Improvements. At the end of this one (1) year mandatory
maintenance period, the Association shall, by resolution or
other appropriate documentation, assume all obligation for the
maintenance and upkeep of the Improvements. Simultaneously
with the transfer of maintenance responsibilities to the
Association, the Developer shall deposit with the Association
an amount of money equal to the total annual homeowner's fees
which would be due and collectible from the owners of 100% of
the lots within the subdivision. Only then shall the Developer be relieved of its duty to maintain the Improvements.

6. The Improvements shall be designed, constructed and maintained in conformance with the Orange County Subdivision Regulations, the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" published by the Florida Department of Transportation, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property.

7. The design and function of the Improvements, as approved on the construction drawings dated ____________, shall not be modified without the prior written consent of Orange County, which consent shall not be unreasonably withheld.

8. The Developer shall indemnify the County against and hold the County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the use, construction, or maintenance of the Improvements. Once the responsibility for maintaining the Improvements has shifted to the Association, then the Association shall indemnify and hold the County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level), resulting from or relating to the use, construction, or maintenance of the Improvements. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Orange County is a third-party beneficiary of the Association's maintenance obligations, that Orange County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or
remove from the Protective Covenants any of the foregoing language pertaining to the Association's maintenance and indemnification obligations.

9. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, and general welfare. Recording of such deed or dedication shall not be deemed to impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

10. Developer shall deed or dedicate to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, perpetual non-exclusive ingress and egress easements over the private road systems.

11. This Agreement shall be recorded at Developer's expense in the Public Records of Orange County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, or their successors and assigns in interest.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST: MARTHA O. HAYNIE, County Comptroller, As clerk of the Board of County Commissioners

By: Deputy Clerk
Print Name: ____________________________

BOARD OF COUNTY COMMISSIONERS

By: Linda W. Chapin
County Chairman
201 S. Rosalind Avenue
Orlando, Florida 32802-1393

FOR THE USE AND RELIANCE OF ORANGE COUNTY ONLY.
PROVED AS TO FORM 19

Assistant County Attorney
Print Name: ____________________________
STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ____________, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this day of ____________, 19__. He/she is personally known to me or has produced ____________ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 19__.

________________________________________
Notary Public
My Commission Expires: _____________________
Print Name: ________________________________

ATTEST:

________________________________________
By: ________________________________
Developer

________________________________________
By: ________________________________

Print name and address of each witness:

________________________________________
Print Name and address: _____________________

________________________________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ____________, known to me to be the person described in and who executed the foregoing, this ___ day of ____________, 19__. He/she is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 19__. He/she is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take an oath.

________________________________________
Notary Public
My Commission Expires: _____________________
Print Name: ________________________________
DEVELOPERS AGREEMENT
FOR IMPROVEMENTS TO BE DEDICATED TO
ORANGE COUNTY IN CONJUNCTION WITH A SUBDIVISION

THIS AGREEMENT, made as of this ___ day of ____, 19___,
by and between ORANGE COUNTY, FLORIDA, a political subdivision
of the State of Florida, hereinafter sometimes referred to as
"COUNTY," and __________________________, hereinafter
sometimes referred to as "the OWNER" or "the DEVELOPER," or
both.

WITNESSETH THAT:

WHEREAS, ____________________________

_____________________________ warrant that __________________________

hold legal title to certain land situated in Orange County,
Florida, as described in Exhibit "A" hereto, such land to be
hereafter sometimes referred to as "the subject property"; and

WHEREAS, the subject property is substantially undeveloped
at the present time and will require subdividing, planning and
the installation of certain capital improvements as it is
developed which improvements, hereinafter the "Improvements"
are more specifically described as follows:

_____________________________  

_____________________________

WHEREAS, the COUNTY is authorized by Chapter 65-2015, Laws
of Florida, the Orange County Land Development and Use Law, and
Subdivision Regulations adopted pursuant thereto, to regulate
such development; and

WHEREAS, the OWNER as part of its compliance with the
Orange County Land Development and Use Law and Subdivision
Regulations desires to enter into this Agreement; and

WHEREAS, it is the purpose of this Agreement to set forth
clearly the understanding and agreement of the parties with
respect to all the foregoing matters;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The OWNER agrees that both it and its successors and
assigns will abide by the provisions of this Agreement and of

EXHIBIT "C"
Chapter 65-2015, Laws of Florida, the Orange County Land Development and Use Law, and the Subdivision Regulations adopted pursuant thereto and will install or have installed the Improvements required by the COUNTY in accordance with the provisions of this Agreement and of said law and regulations.

The OWNER further understands and agrees that, in the development of the subject property, failure to abide by the terms of this Agreement, the provisions of the "Orange County Land Development and Use Law and Subdivision Regulations" or any other applicable regulations, ordinances or laws of the COUNTY from time to time existing, shall constitute grounds for refusal by the COUNTY, or the appropriate authority thereof, to allow such development, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements.

2. Execution of this Agreement shall give the DEVELOPER and OWNER the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Orange County Subdivision Regulations and any additional condition or stipulation imposed on the development of the subject property to the COUNTY at the time of the preliminary subdivision plan approval.

3. The OWNER shall install and complete according to COUNTY specifications all of the Improvements which are required by this Agreement and the Subdivision Regulations of the COUNTY within twelve (12) months after the date of the approval of the Plat of the Subdivision of the Board of County Commissioners of Orange County. Should the undersigned neglect to install and complete the required improvements in said subdivision within the above-mentioned time limit, the COUNTY, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, install or have installed or completed in the subdivision tract said required Improvements.
Further, the COUNTY is hereby authorized to assess the cost of installing or completing the Improvements which the DEVELOPER is required to install and complete hereunder, against the benefited property in the subdivision tract and such Improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes.

4. It is understood and agreed that, upon the construction on or in dedicated rights-of-way or easements unless otherwise provided herein, by the OWNER or DEVELOPER of any capital improvements as required by this Agreement or by the Provisions of the Orange County Subdivision Regulations or any other applicable regulations, ordinances or laws of the COUNTY from time to time existing, and the acceptance thereof by the COUNTY will thereafter assume the cost of maintenance of the same; provided that all such improvements shall be covered by a letter of credit suitable to the COUNTY conditioned to pay for any defects in such improvements which shall become apparent within one (1) year after acceptance by the COUNTY in accordance with Section 9.8 of the Subdivision Regulations as codified in Section 34-203 of the Orange County Code.

5. Anything herein contained to the contrary notwithstanding the COUNTY shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the COUNTY.

6. The OWNER upon the execution of this Agreement, shall pay to the COUNTY the costs of recording this Agreement in Orange County, Florida.
7. This Agreement shall be binding, and shall inure to the benefit of the subject property and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly to the subject property.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST: MARTHA O. HAYNIE, County Comptroller, As clerk of the Board of County Commissioners

By: __________________________
   Deputy Clerk

Print Name: ____________________

BOARD OF COUNTY COMMISSIONERS

By: __________________________
   Linda W. Chapin
   County Chairman
   201 S. Rosalind Avenue
   Orlando, Florida 32802-1393

FOR THE USE AND RELIANCE OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM

__________________________
Assistant County Attorney
Print Name:_________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by __________, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this day of ________, 19__. He/she is personally known to me or has produced __________ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of __________, 19__.  

__________________________
Notary Public

My Commission Expires:

Print Name:_________________

ATTEST:

By: _________________________
   __________________________

Print name and address of each witness:_________________

Print Name and address of
Developer

_________________________

_________________________

_________________________
STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by __________, known to me to be the person described in and who executed the foregoing, this ___ day of __________, 19__. He/she is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of __________, 19__.

__________________________
Notary Public
My Commission Expires:

Print Name:__________________________
USE AGREEMENT

THIS AGREEMENT, entered into by and between ____________, a ________ corporation (hereinafter the "Developer"); ______________________, a not-for-profit ______________ corporation (hereinafter the "Association"), and Orange County, Florida, a political subdivision of the State of Florida (hereinafter the "County").

RECITALS:

WHEREAS, Developer is constructing a single-family residential project on a certain parcel of real property (hereinafter the "Property") located in the unincorporated area of Orange County, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Association, whose members are or will be the owners of the Property, has been formed to assure the perpetual and continuous maintenance of certain common property and entrance way areas located on and adjacent to the Property; and

WHEREAS, Developer and Association desire to obtain a Right-of-Way Utilization Permit (hereinafter the "Permit") from the County, whereby Developer and Association will be allowed to install, construct, and maintain the following improvements:

__________ (hereinafter the "Improvements") in the road, median, parkway, and/or drainage areas located within the rights-of-way adjacent to the Property and/or located within those areas which have been, or will be, dedicated to public use (hereinafter collectively referred to as the "Dedicated Areas"), said Dedicated Areas being within the boundaries of, or adjacent to, the Property; and

WHEREAS, County requires that Developer and Association undertake certain commitments and covenants to assure the perpetual and continuous maintenance of any such Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** County shall issue a Permit to Developer and/or Association subject to the terms of this Agreement. Developer and/or Association shall not, while installing or maintaining the Improvements, damage or disturb any portion of the Dedicated Areas without prior written approval by County and County's prior written approval of a plan to restore the Dedicated Areas. Nothing contained herein or by virtue of the issuance of a Permit shall give or grant the Developer and/or Association any ownership rights to any portion of the Dedicated Areas.

3. **IMPROVEMENTS.** The Improvements shall be established and maintained in such a manner as will not interfere with the use of the Dedicated Areas by the public nor create a safety hazard on such Dedicated Areas. If the County determines that the Improvements do present a safety hazard, then Developer and/or Association, at its sole expense, shall relocate the Improvements in such a manner so as to eliminate the hazard, to the satisfaction of the County.

4. **REMOVAL/RELOCATION.** If, in the opinion of the County, the Improvements interfere with any construction, reconstruction, alteration or improvement which the County desires to perform on, around or under the Dedicated Areas, the Developer and/or Association, upon receipt of a written notice from the County, shall remove or relocate the Improvements as requested by the County within thirty (30) days of receipt of said notice, or within thirty (30) days of the first date of publication of legal notice, which publication shall appear in not less than two weekly issues of a newspaper of general circulation in Orange County. Any such relocation or removal of the Improvements shall be at the sole expense of the Developer and/or the Association.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, Developer and Association shall indemnify and hold harmless Orange County from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs,
arising out of, or resulting from, the performance of their operations under this Agreement. Developer and Association shall indemnify and hold harmless the County (and any governmental body or utility authority properly using the Dedicated Areas) from and against all expenses, costs or claims for any damages to the Improvements which may result from the use of the right-of-way by the County or other governmental body or authority due to maintenance, construction, installation, or other proper use within the Dedicated Areas.

6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, Developer and Association shall obtain and possess Commercial General Liability coverage for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than $100,000 Combined Single Limit (CSL) or its equivalent. Prior to commencing operations under this Agreement, Developer and Association shall provide Certificates of Insurance to the County to verify coverage. The name of the development, subdivision or project in which the Improvements are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of the Certificates of Insurance. The insurance coverage shall name Orange County as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to the County.

7. **RECORDING.** It is intended that this Agreement shall be recorded in the Public Records of Orange County, Florida. Upon execution of this Agreement, Developer agrees to pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.

8. **COVENANTS RUNNING WITH THE LAND.** It is intended that the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land,
as the case may be, applicable to all of the Property described herein or any portion thereof. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, their heirs, personal representatives, successors and assigns. Developer and Association declare that the Property described in this Agreement and any portion thereof shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by the County, its respective legal representatives, successors and assigns.

9. **DURATION.** The provisions, restrictions and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions and covenants is approved by a majority of the Orange County Board of County Commissioners and either (1) the Developer and Association, or (2) by the then owners of not less than three-fourths of the lots on the Property described herein. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, the County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Developer and Association or to all of the owners of said lots. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.

10. **AMENDMENT.** The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County
Board of County Commissioners and either by (1) Developer and Association, or (2) by the owners of not less than three-fourths of the lots on the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of Orange County, Florida.

11. **COMPLIANCE WITH APPLICABLE LAWS.** Developer and Association shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.

12. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of the County to maintain or participate in the maintenance of the Improvements.

13. **EFFECTIVE DATE.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

ATTEST:

DEVELOPER

By: ____________________________

Title: __________________________

Printed Name and Address: __________________________

Dated: __________________________

Printed Name and Address: __________________________

(AFFIX CORPORATE SEAL)

ACKNOWLEDGMENT BY DEVELOPER

STATE OF

COUNTY OF

PERSONALLY appeared before me, the undersigned authority, __________________________ and __________________________ well known to me and known by me to be
the ___________________ and ___________________.
respectively, of ___________________.
and acknowledged before me that they executed the foregoing
instrument on behalf of ___________________,
as its true act and deed, and that they were duly authorized so
do. He/she is personally known to me or has
produced _______________ (type of identification) as
identification and did/did not (circle one) taken an oath.

WITNESS my hand and official seal this ___ day of ___,
19___.

Notary Public
My Commission Expires:
Printed Name:_________________

ATTEST:

Association

By:___________________________ By:_________________________
Title:_________________________ Title:_________________________
Printed Name and Address:________________________
Dated:________________________
Printed Name and Address:________________________

(AFFIX CORPORATE SEAL)

ACKNOWLEDGMENT BY ASSOCIATION

STATE OF
COUNTY OF

PERSONALLY appeared before me, the undersigned
authority, ___________________ and ___________________
______________________, well known to me and known by me to be
the ___________________ and ___________________,
respectively, of ___________________.
and acknowledged before me that they executed the foregoing
instrument on behalf of ___________________,
as its true act and deed, and that they were duly authorized so
do. He/she is personally known to me or has
produced ____________ (type of identification) as identification and did/did not (circle one) taken an oath.

WITNESS my hand and official seal this ___ day of ___, 19__.

__________________________
Notary Public
My Commission Expires:
Printed Name:________________

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

By:_________________________
Deputy Clerk
Printed Name:________________

ORANGE COUNTY, FLORIDA

County Chairman

By:_________________________
LINDA W. CHAPIN
Deputy Clerk
Printed Name:________________

Dated:______________________
Address: 201 S. Rosalind Ave.
Orlando, Florida
32802-1393

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM

19____

Assistant County Attorney
Printed Name:________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by HAL MARSTON, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this ___ day of ____________, 1991. He/she is personally known to me or has produced ____________ (type of identification) as identification and did/did not (circle one) taken an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 1991.

__________________________
Notary Public
My Commission Expires:
Printed Name:________________

3136j 09/23/91

-7-
ADOPT-A-HIGHWAY
LITTER REMOVAL AGREEMENT

THIS AGREEMENT is made and entered into by and between
ORANGE COUNTY, FLORIDA, a Charter County and political
subdivision of the State of Florida (the "COUNTY"),
and ___________________________ (the "GROUP").

RECITALS

WHEREAS, the COUNTY has the responsibility for the
operation and maintenance of Orange County roads;
WHEREAS, the state legislature has encouraged the
implementation of an "Adopt-A-Highway" program for the
participation of local businesses and organizations in specific
highway litter removal projects, see Section 403.4131, Florida
Statutes;
WHEREAS, the GROUP is desirous of adopting a segment of an
Orange County road to remove litter therefrom free of charge in
accordance with the following terms and conditions;
WHEREAS, the term "litter" for purposes of this Agreement
means any garbage, rubbish, trash, refuse, can, bottle,
container, or paper.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS
CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. The GROUP shall comply with each of the
following terms and conditions:

EXHIBIT "E"
A. It shall "adopt" a minimum of a one-half mile segment of right-of-way adjacent to an Orange County road for litter removal. The segment of adopted right-of-way is described at Section 3.

B. Its participants shall remove litter free of charge from the right-of-way adjacent to such road segment at least once every two months and for a minimum period of two years.


D. Its participants shall attend at least one COUNTY sponsored safety meeting prior to their first litter removal.

E. Its participants shall remove litter only during the hours of 8:00 a.m. to 5:00 p.m.

F. Its participants shall remove litter only during good weather conditions.

G. It shall contact the COUNTY's Highway Maintenance Department prior to removal of litter in order to arrange an appropriate litter removal date which is acceptable with the COUNTY and which will not conflict with the COUNTY's maintenance schedules.

H. It shall ensure that all its participants wear safety vests at all times during litter removal, that they dispose of litter in plastic bags, and that they set the filled plastic bags along the right-of-way of the subject road segment for
pick-up by the COUNTY. The safety vests and unused plastic bags shall be obtained from the COUNTY’s Highway Maintenance Department prior to litter removal. The safety vests and any unused bags shall be returned to the COUNTY when litter removal is complete.

I. Its participants shall remove litter only along the sides of the right-of-way segment. They shall not remove litter from the paved roadway, at construction sites, at maintenance sites, from tunnels, on bridges or overpasses, or on medians.

J. It shall only allow such persons to participate whom it determines are responsible and mature enough to safely participate in litter removal.

K. It shall provide at least one adult supervisor for every five (5) youths under the age of eighteen (18) years who may participate.

L. It shall not allow any person to accompany the participants if the person is not a participant himself.

M. It shall keep a written record of the identity of all participants, their home addresses and home telephone numbers, and their ages. The COUNTY may review the record on request.

Section 2. The COUNTY, for its part, shall comply with each of the following terms and conditions:

A. It shall install permanent Adopt-A-Highway signs at the beginning and ending of the adopted highway section with the name of the GROUP thereon.
B. It shall provide the participants with safety vests, traffic control signs, plastic bags, and any other equipment deemed necessary.

C. It shall remove filled, plastic bags from along the right-of-way after litter removal by the GROUP.

Section 3. The particular County road segment which the GROUP adopts under this Agreement is ______________________ from ______________________ to ______________________.

Section 4. The GROUP agrees that it and its participants shall indemnify and hold harmless the COUNTY and any of its officers, agents and employees from any death, injury, claim, loss, damage, cost, charge or expense arising out of any act, action, or omission during the performance of the responsibilities under the Agreement.

Section 5. This Agreement shall remain in effect for a two-year period with an option to renew for subsequent two-year periods. The COUNTY or GROUP may terminate this agreement for any reason upon thirty (30) days notice.

Section 6. This Agreement is non-transferable and non-assignable.

Section 7. This Agreement is for litter removal activities only. Any other beautification activities (e.g. the planting of shrubs or trees) must be pursued by another method.

Section 8. The COUNTY's Engineer shall decide and resolve all questions and disputes of any nature whatsoever that may arise under or by reason of this Agreement. His decisions shall be deemed final and binding upon the GROUP.
Section 9. This Agreement shall become effective upon the date of its adoption by the COUNTY or GROUP, whichever date is later.

Section 10. The Orange County Public Works Director has been delegated the authority to execute this agreement pursuant to that certain resolution passed by the Board of County Commissioners on October 1, 1991.

NAME OF GROUP: __________________________

BY: ___________________________________
    Authorized Representative

TITLE: __________________________

DATE: __________________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ____________, known to me to be the persons described in and who executed the foregoing, this ___ day of ____________, 1990.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 1990.

Notary Public
My Commission Expires:

ORANGE COUNTY, FLORIDA

BY: ___________________________________
    Orange County Public Works Director

DATE: __________________________
EXHIBIT F
AGREEMENT TO INSTALL STANDARD RAILROAD CROSSING SURFACE TYPE "MBM" (Concrete)

THIS AGREEMENT is made and entered into by and between FLORIDA CENTRAL RAILROAD, a Florida Corporation, whose address is P.O. Box 967, 3001 Orange Avenue, Plymouth, FL 32768, hereinafter referred to as RAILROAD, and Orange County, Florida, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32802, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the COUNTY desires and the RAILROAD is willing to install a Concrete Crossing Surface Type "MBM" at the following rail/highway intersection in Orange County, Florida:

(a) Dunbar Ave, Winter Garden, Florida
U.S. DOT/AAR  #621886M

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. RAILROAD shall install by its own forces or its contractor a Type MBM Crossing Surface at an estimated cost of $67,822.86, itemization of which is attached (Dated June 9, 2017)

2. COUNTY shall provide barricades, temporary detour of traffic, and all pavements resurfacing at the crossing.

3. COUNTY shall reimburse the RAILROAD for the actual costs associated with this project. Payment to the RAILROAD will be made within sixty (60) days after receipt of final billing. RAILROAD account which supports bill rendered shall be kept in such a manner that it can be readily audited by the COUNTY and the RAILROAD shall open these records to inspection by County Personnel at reasonable hours during the entire Term of this Agreement, plus three (3) years after the ending date of this Agreement, or if audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

4. After the Type "MBM" Crossing Surface has been installed, it shall be maintained in condition by the RAILROAD through the useful life of such crossing surface material, and when it becomes necessary to replace or rebuild the crossing surface, RAILROAD will replace the crossing surface, at the expense of the COUNTY, a Type "MBM" Crossing Surface, or if unavailable, an equivalent or better grade material acceptable to the COUNTY. In the event funds are made available by Federal or State laws or or the purpose of assuming, in whole or in part, the expense of maintaining or rebuilding grade crossing surfaces, nothing herein shall continue to RAILROAD to bear such expense to the extent that such public funds are made available for such purposes.
5. In the event that changes are made in the size, utility, regulations or anything requiring physical change of the aforementioned crossing surface, such entity requesting or requiring such change will be liable for the expenses and maintenance.

6. This agreement becomes effective upon the date of execution by the RAILROAD or the COUNTY, whichever date is later.

The COUNTY warrants that the County Chairman has been authorized by the Board of County Commissioners of Orange County, Florida pursuant to Resolution No. 91-M-62, as amended by Resolution No. 93-M-08 to sign this document and bind the County to terms contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement n duplicate the dates below written.

RAILROAD BY: [Signature]
Thomas C. Owen Jr., President
DATE: 7/7/17

WITNESSES FOR RAILROAD:

[Signature]

[Signature]

ORANGE COUNTY, FLORIDA:

BY: [Signature]
Teresa Jacobs, County Mayor
DATE: 6.29.17

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

BY: [Signature]
Deputy Clerk
EXHIBIT F

AGREEMENT TO INSTALL STANDARD RAILROAD CROSSING SURFACE TYPE "MBM" (Concrete)

THIS AGREEMENT is made and entered into by and between FLORIDA CENTRAL RAILROAD, a Florida Corporation, whose address is P.O. Box 967, 3001 Orange Avenue, Plymouth, FL 32768, hereinafter referred to as RAILROAD, and Orange County, Florida, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32802, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the COUNTY desires and the RAILROAD is willing to install a Concrete Crossing Surface Type "MBM" at the following rail/highway intersection in Orange County, Florida:

(a) East Bay St, Winter Garden, Florida
U.S. DOT/AAR #621885F

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. RAILROAD shall install by its own forces or its contractor a Type MBM Crossing Surface at an estimated cost of $82,896.18.58, itemization of which is attached (Dated June 9, 2017)

2. COUNTY shall provide barricades, temporary detour of traffic, and all pavements resurfacing at the crossing.

3. COUNTY shall reimburse the RAILROAD for the actual costs associated with this project. Payment to the RAILROAD will be made within sixty (60) days after receipt of final billing. RAILROAD account which supports bill rendered shall be kept in such a manner that it can be readily audited by the COUNTY and the RAILROAD shall open these records to inspection by County Personnel at reasonable hours during the entire Term of this Agreement, plus three (3) years after the ending date of this Agreement, or if audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

4. After the Type "MBM" Crossing Surface has been installed, it shall be maintained in condition by the RAILROAD through the useful life of such crossing surface material, and when it becomes necessary to replace or rebuild the crossing surface, RAILROAD will replace the crossing surface, at the expense of the COUNTY, a Type "MBM" Crossing Surface, or if unavailable, an equivalent or better grade material acceptable to the COUNTY. In the event funds are made available by Federal or State laws or or the purpose of assuming, in whole or in part, the expense of maintaining or rebuilding grade crossing surfaces, nothing herein shall continue to RAILROAD to bear such expense to the extent that such public funds are made available for such purposes.
5. In the event that changes are made in the size, utility, regulations or anything requiring physical change of the aforementioned crossing surface, such entity requesting or requiring such change will be liable for the expenses and maintenance.

6. This agreement becomes effective upon the date of execution by the RAILROAD or the COUNTY, whichever date is later.

The COUNTY warrants that the County Chairman has been authorized by the Board of County Commissioners of Orange County, Florida pursuant to Resolution No. 91-M-62, as amended by Resolution No. 93-M-08 to sign this document and bind the County to terms contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement n duplicate the dates below written.

RAILROAD BY: [Signature]

Thomas C. Owen Jr., President

DATE: 7/17/17

WITNESSES FOR RAILROAD:

Karen Knueper

MJ Soliven

ORANGE COUNTY, FLORIDA:

BY: [Signature]

Teresa Jacobs, County Mayor

DATE: 6.29.17

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk to the Board of County Commissioners

BY: [Signature]

Deputy Clerk