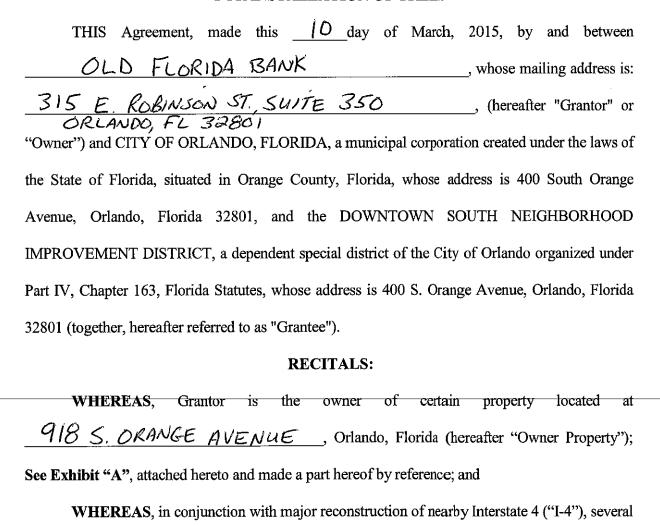
roadway improvements; and

# RIGHT-OF-ENTRY AND RELEASE AGREEMENT FOR INSTALLATION OF TREES



large palm trees located within the I-4 right-of-way will need to be removed to facilitate certain

WHEREAS, the owner of the roadway (Florida Department of Transportation) has agreed to allow access for the Grantee and/or designated subcontractors to remove the trees prior to construction for the purposes of saving and relocating the trees; and

WHEREAS, the Grantor has expressed a desire for one or more of the trees removed by the Grantee to be installed on the Owner Property at a location(s) mutually agreeable to Grantor and Grantee at no cost to the Grantor; and

WHEREAS, there is a public benefit for the relocation and installation of the palm trees on the Owner Property, as it will aid in the beautification of the S. Orange Avenue corridor within the City of Orlando.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof is hereby acknowledged by the parties, the Grantor does hereby grant the Grantee a right-of-entry to install the palm trees and all ancillary functions related thereto on the Owner Property.

#### **SECTION 1. RECITALS INCORPORATED.**

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

#### SECTION 2. AUTHORIZATION TO ENTER PROPERTY.

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Owner Property nor unreasonably interfere with Grantor's use of the Property. Alteration of the Owner Property incidental to the installation of the trees shall not constitute damage to the Owner Property. Upon completion of the installation of the palm trees, Grantee agrees to restore the Owner Property outside of the tree trunks and mulched areas to substantially the condition it was in immediately prior to the palm trees installation. Grantor hereby accepts the palm trees in their "as is" condition without any warranties express or implied and Grantee shall not be obligated to replace a palm tree once installed.

## **SECTION 3. INDEMNIFICATION AND HOLD HARMLESS**.

Grantor shall release, indemnify and hold Grantee, its employees and elected and appointed officials, agents, contractors, and subcontractors, harmless from and against any and all liability, claims, losses, suits, damages, costs, and expenses, including attorneys' fees, arising directly or indirectly out of this Agreement, including though not exclusively, entry upon the Owner Property for the purposes of fulfilling the obligations of this Agreement, or locating the palm tree on Owner Property. Nothing in this Agreement operates as a waiver of Grantee's sovereign immunity or the limits of liability established under Florida law.

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The term of this Agreement shall commence upon the date the last of the Parties hereto signs this Agreement (the "Effective Date"), and continues for an initial term of ninety (90) days thereafter. If additional time is required, this term may be extended by mutual agreement in writing of all parties to this agreement.

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This Agreement constitutes the entire Agreement between the Parties, and no modification hereof shall be valid except in writing signed by both Parties.

## **SECTION 6. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **SECTION 7. GRANTOR'S RESPONSIBILITIES.**

After the tree has been installed and irrigated for one week, all maintenance, including irrigation, fertilizing, pruning, and mulching shall be the responsibility of the Grantor.

#### Owner

Signed, sealed and delivered in the presence of: two witnesses:

WITNESSES:	L
Monica	7
Signature Finnimo	wed_
Print Name Ledianne Wh	
Signature Harianne Wh	
Print Name	J

COUNTY OF (

PERSONALLY APPEARED before me, the undersigned authority, who executed the foregoing instrument and is personally known by me or who has produced a as identification, and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

MONICA FINNIMORE MY COMMISSION # FF 131054 EXPIRES: July 19, 2018
Inded Thru Notery Public Underwrit

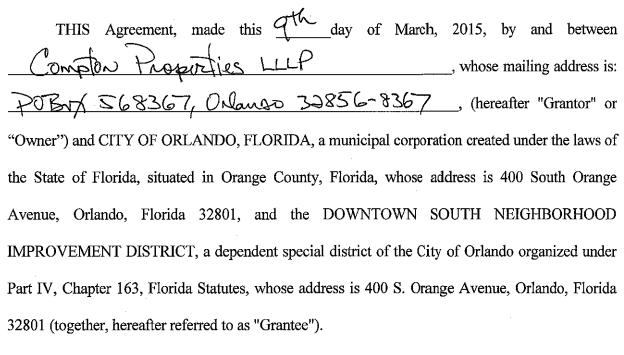
Print Name:

My Commission Expires:

City of Orlando	
	By: Mayor/Mayor Pro Tem
ATTEST:	Mayon Mayor Tio Tom
ATTEST.	
Alana C. Brenner, City Clerk	
Daniel Carth Naighborhood Impres	avenuent District
Downtown South Neighborhood Impro	ovement District
	By: Chairman
ATTEST:  Alana C. Brenner, City Clerk	
	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida,
	only. , 2015

Assistant City Attorney Orlando, Florida

# RIGHT-OF-ENTRY AND RELEASE AGREEMENT FOR INSTALLATION OF TREES



#### **RECITALS:**

WHEREAS, Grantor is the owner of certain property located at 2703 5 Orange Aul , Orlando, Florida (hereafter "Owner Property");

See Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, in conjunction with major reconstruction of nearby Interstate 4 ("I-4"), several large palm trees located within the I-4 right-of-way will need to be removed to facilitate certain roadway improvements; and

WHEREAS, the owner of the roadway (Florida Department of Transportation) has agreed to allow access for the Grantee and/or designated subcontractors to remove the trees prior to construction for the purposes of saving and relocating the trees; and

WHEREAS, the Grantor has expressed a desire for one or more of the trees removed by the Grantee to be installed on the Owner Property at a location(s) mutually agreeable to Grantor and Grantee at no cost to the Grantor; and

WHEREAS, there is a public benefit for the relocation and installation of the palm trees on the Owner Property, as it will aid in the beautification of the S. Orange Avenue corridor within the City of Orlando.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof is hereby acknowledged by the parties, the Grantor does hereby grant the Grantee a right-of-entry to install the palm trees and all ancillary functions related thereto on the Owner Property.

## **SECTION 1. RECITALS INCORPORATED.**

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

### <u>SECTION 2.</u> <u>AUTHORIZATION TO ENTER PROPERTY</u>.

Subject to all terms and conditions herein stated, the Grantor hereby authorizes the Grantee and their agents, representatives, contractors, and subcontractors to enter upon the Owner Property in order to conduct activities necessary to install, and maintain for one week, the palm trees, including, but not limited to, locating underground utilities, excavating a hole for the root ball of the tree, irrigating the root ball hole, installing the tree, bracing the tree with support timbers, backfilling the root ball hole with soil, and mulching. For up to one week after planting, the Grantee and/or their representatives may enter the Owner Property to irrigate and fertilize the

Owner Property nor unreasonably interfere with Grantor's use of the Property. Alteration of the Owner Property incidental to the installation of the trees shall not constitute damage to the Owner Property. Upon completion of the installation of the palm trees, Grantee agrees to restore the Owner Property outside of the tree trunks and mulched areas to substantially the condition it was in immediately prior to the palm trees installation. Grantor hereby accepts the palm trees in their "as is" condition without any warranties express or implied and Grantee shall not be obligated to replace a palm tree once installed.

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#### $\underline{\mathbf{SECTION 4}}, \underline{\mathbf{TERM}}.$

The term of this Agreement shall commence upon the date the last of the Parties hereto signs this Agreement (the "Effective Date"), and continues for an initial term of ninety (90) days thereafter. If additional time is required, this term may be extended by mutual agreement in writing of all parties to this agreement.

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# **SECTION 6. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **SECTION 7. GRANTOR'S RESPONSIBILITIES.**

After the tree has been installed and irrigated for one week, all maintenance, including string irrigation, fertilizing, pruning, and mulching shall be the responsibility of the Granter.

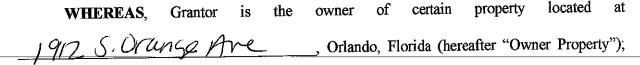
#### Owner

Signed, sealed and delivered in the presence of: two witnesses: WITNESSES: ANDREW Print Name STATE OF COUNTY OF A PERSONALLY APPEARED before me, the undersigned authority, who executed the foregoing instrument and is personally known by me or who has produced a as identification, and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed. WITNESS my hand and official seal in the County and State last aforesaid, this day of MARCH 2015. SUE A. OPATICH NOTARY PUBLIC Commission #FF168601 Print Name: Expires November 12, 2018 My Commission Expires: Bonded Thru Troy Fain Insurance 600-385-7011

City of Orlando	
	By: Mayor/Mayor Pro Tem
ATTEST:	
Alana C. Brenner, City Clerk	
Downtown South Neighborhood Improv	By: Chairman
ATTIEST:  Alana C. Brenner, City Clerk	<b>∠</b>
	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only
·	Assistant City Attorney Orlando, Florida

## RIGHT-OF-ENTRY AND RELEASE AGREEMENT FOR INSTALLATION OF TREES

#### **RECITALS:**



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#### Owner

Darbara Pomo

Signed, sealed and delivered in the presence of: two witnesses:

WITNESSES:

Signature
Signature
Finding Steen
St

Print Name

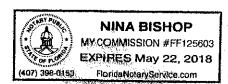
STATE OF Porida }
COUNTY OF Dranse }

PERSONALLY APPEARED before me, the undersigned authority, who executed the foregoing instrument and is personally known by me or who has produced a as identification, and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this day of March, 2015.

NOTARY PUBLIC
Print Name: MING BISHO

My Commission Expires:



City of Orlando	
	By: Mayor/Mayor Pro Tem
ATTEST:	•
Alana C. Brenner, City Clerk	
Downtown South Neighborhood Improv	vement District
	By: Chairman
ATTEST:  Alaria C. Brenner, City Clerk	
	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
	, 2015
	Assistant City Attorney

Orlando, Florida

# RIGHT-OF-ENTRY AND RELEASE AGREEMENT FOR INSTALLATION OF TREES

THIS Agreement, made this day of March, 2015, by and between whose mailing address is:

1801 Coulden DR, OPlando HU 30800, whose mailing address is:

"Grantor" or "Owner") and CITY OF ORLANDO, FLORIDA, a municipal corporation created under the laws of the State of Florida, situated in Orange County, Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, and the DOWNTOWN SOUTH NEIGHBORHOOD IMPROVEMENT DISTRICT, a dependent special district of the City of Orlando organized under Part IV, Chapter 163, Florida Statutes, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 (together, hereafter referred to as "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of certain property located at 1503 5004 of a NC, Orlando, Florida (hereafter "Owner Property"); See Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, in conjunction with major reconstruction of nearby Interstate 4 ("I-4"), several large palm trees located within the I-4 right-of-way will need to be removed to facilitate certain roadway improvements; and

WHEREAS, the owner of the roadway (Florida Department of Transportation) has agreed to allow access for the Grantee and/or designated subcontractors to remove the trees prior to construction for the purposes of saving and relocating the trees; and

WHEREAS, the Grantor has expressed a desire for one or more of the trees removed by the Grantee to be installed on the Owner Property at a location(s) mutually agreeable to Grantor and Grantee at no cost to the Grantor; and

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After the tree has been installed and irrigated for one week, all maintenance, including irrigation, fertilizing, pruning, and mulching shall be the responsibility of the Grantor.

Owner

Carol Pudy

Signed, sealed and delivered in the presence of: two witnesses:	
WITNESSES:	
Quelit Whn	
Signature Juliet khan	
Print/Name	
My Hog	
Signature myster of the state of	1
Pinner Marismuc	<b>1</b>
Print Name	
STATE OF Florida }	
county of Oronge }	
PERSONALLY APPEARED befor foregoing instrument and is personally known to be a second for the uses and purposes therein expressed	e me, the undersigned authority, who executed the winders by the winders are the constant of t
WITNESS my hand and official se	al in the County and State last aforesaid, this
ASHLEY NEWTON Notary Public - State of Florida	
My Comm. Expires Dec 22, 2017 Commission # FF 078561	NOTARY PUBLICALLY Clear
AND SALES SALES	NOTARY PUBLICACULY CLEUM Print Ashvey Nowton
Name:	
	My Commission Expires: Dec. 22,2017
City of Orlando	
	By:
	Mayor/Mayor Pro Tam

ATTEST:

Alana	C.	Brenner,	City	Clerk
-------	----	----------	------	-------

Downtown South Neighborhood Improve	By: Chairman
ATTEST:  Alana C. Brenner, City Clerk	<u>/</u>
	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only
	Assistant City Attorney Orlando, Florida