

**THIS DOCUMENT PREPARED BY  
AND RETURN TO:**

Roy K. Payne, Esq.  
Chief Assistant City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801  
(407) 246-3483

**CONDITIONAL PROPERTY ACCESS AGREEMENT**

THIS CONDITIONAL PROPERTY ACCESS AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF ORLANDO**, a municipal corporation organized under the laws of Florida (the "Owner"), having an address of 400 S. Orange Avenue, Orlando, Florida 32802, and **CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**, a Louisiana corporation authorized to transact business in Florida ("Consultant") having an address of 4171 Essen Lane, Baton Rouge, LA, 70809, Attn: Legal Department.

**RECITALS**

WHEREAS, Owner owns right-of-way for W. Jefferson Street, (the "Property"), adjacent to the real property located at 1226 W. Jefferson Street Orlando, Florida, as depicted on the attached legal description as **Exhibit "A"**; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

1) **Grant of Access.** Owner hereby conditionally grants to Consultant, it's agents, employees, consultants, contractors, and subcontractors (collectively "Consultant's Agents") a limited right of access to enter upon the Property for the sole purpose of installing groundwater monitoring wells, recovery wells, piping, at-grade well pads, etc. (hereby collectively referred to as monitoring wells) below the ground surface and collecting groundwater samples from the monitoring wells, and perform soil borings and take soil samples from the soil borings in accordance with the terms and condition of the Agency Term Contract No. CG773 between the Florida Department of Environmental Protection and CB&I Environmental & Infrastructure, Inc. dated September 30, 2015 and any amendments thereto (the "Work"). Consultant shall cause and complete the proper abandonment of the monitoring wells and restore the Property to the condition existing immediately prior to the commencement of the Work. Restoration of the property will be initiated immediately following the removal and proper disposal of impacted soils from the targeted area. Abandonment of site monitoring wells will be completed upon approval by the FDEP but prior to the issuance of a SRCO. Said work shall be at no cost to Owner.

**2) Duration and Termination of Access.** Conditional access shall be allowed upon the execution of this Agreement, and shall continue for twenty-four (24) months at which time it shall expire unless extended in writing by Owner. In the event Consultant breaches any covenant or obligation under this Agreement, and such breach is not cured to the reasonable satisfaction of Owner within ten (10) business days excluding holidays after receipt of written notice thereof, Owner may terminate this Agreement and revoke the access granted herein upon delivery of written notice to Consultant, and take all other action authorized by law or pursuant to this Agreement to remedy said breach. This Agreement and the attendant privileges granted herein may be revoked at any time by the Owner upon thirty (30) days notice to Consultant provided however, that Consultant's obligations to indemnify Owner as set forth herein shall survive such revocation. Upon termination or expiration of this Agreement, Consultant, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of Consultant and promptly restore any damage or disturbance to the Property to the condition that existed prior to the entry by Consultant. If Consultant fails to restore the improvements or property to the condition that existed prior to the entry by Consultant, Owner may complete said restoration. Consultant shall then pay Owner the costs of restoration within thirty (30) days of the Owner's submittal of an invoice to Consultant.

**3) Covenants of Consultant.**

a. The cost of the Work and all related activities shall be borne by Consultant's client. Consultant shall obtain all licenses, approvals, certificates and permits for the performance of the Work. The Work undertaken at the Property shall be conducted in accordance with standards customarily employed in the industry and in an expeditious, safe and diligent manner. The Work shall be performed in accordance with the Agency Term Contract No. CG773, and all applicable environmental laws and all applicable federal, state and local laws, ordinances, rules and regulations now in force and effect during the implementation and completion of the Work. By execution of this Agreement, Owner does not waive any rights or remedies in connection with any contamination at the Property.

b. Consultant shall deliver written notice to Owner for review and approval at least seventy-two (72) hours' prior to every entry onto the Property, unless Owner agrees to a shorter period of time as evidenced by the signing of this Agreement, which notice shall describe in reasonable detail the Work to be performed, its location on the Property, and an estimate of the duration of the Work. Access shall be scheduled by Owner at times convenient to Owner's and Owner's tenants. Owner shall have the right to have a representative present and accompany Consultant on the Property during access events.

c. Consultant shall control the dust, noise and other effects of the Work and related activities using appropriate methods customarily utilized in order to control the deleterious effects thereof, to Owner's reasonable satisfaction.

d. Consultant shall minimize any disruption or inconvenience caused by the Work and related activities to Owner and Owner's operations, including but not limited to the location of the groundwater monitoring wells and collection of the groundwater and soil samples. The Work shall not interfere with Owner's or its tenants' access to or from the Property.

e. Consultant shall perform the Work at locations previously approved by Owner in writing, which do not interfere with the operations of Owner, its tenants, agents, assigns, and employees.

f. Consultant shall allow Owner or its representatives to observe the performance of the Work. Owner shall have the right to obtain split samples to be provided by Owner's consultant at the same time the Consultant is obtaining samples for Consultant's client.

g. Consultant shall dispose of soil cuttings, any work materials and purge or investigative derived water generated during the Work in accordance with applicable environmental laws and such soil cuttings and water shall be owned and controlled by Consultant as the generator of such materials. All soil cuttings, waste materials and development water generated during the Work shall be promptly removed from the Property.

h. Consultant shall immediately repair any damage caused by the Consultant while Work undertaken on the Property and restore the Property to the condition existing prior to the Work.

i. Pursuant to the provisions of Section 2 of this Agreement, Consultant shall permanently abandon the groundwater monitoring wells installed by Consultant on the Property in strict conformance with the requirements of the St. John's River Water Management District. Consultant will submit to Owner a copy of the Well Abandonment Report confirming the proper abandonment of the groundwater monitoring wells.

**4) Covenants of the Property Owner.** Owner shall provide written notification to the Consultant and Consultant's client in accordance with Section 9(f) of this agreement at least thirty (30) days prior to commencement of any construction or other site work that may damage or destroy any part of the monitoring well(s) installed at the Property so that the Consultant has an opportunity to take necessary actions to remove, protect, properly abandon and/or repair or replace the well(s), as applicable, at no cost to the Owner. Such actions are necessary to ensure that damaged wells or borings are not left to act as open conduits that may spread contamination from all sources and violate well permits. Owner makes no warranty or representation whatsoever as to the condition of the Property or any improvements which may be located thereon, and offers the Property, pursuant to this License, in its "AS IS" condition.

**5) Information Sharing.** Owner may request from Consultant's client all data collected by Consultant, including but not limited to laboratory analysis, chain of custody records, notes, and reports reflecting sampling and analysis resulting from the Work. Consultant shall provide such data to Owner by providing Owner a copy of the laboratory test results promptly upon receipt and a copy of the report submitted to the Agency, at no cost to Owner.

**6) Insurance.** Prior to commencing and at all times during the performance of the Work, Consultant shall maintain insurance (and shall cause their subcontractors to maintain) the following insurance coverage: Worker's Compensation and Employer's Liability Insurance at the statutory amount; Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars

(\$2,000,000.00) in the aggregate; Comprehensive Automobile Liability Insurance (owned, non-owned and hired) with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00); and Professional Errors and Omissions Insurance with limits of One Million Dollars (\$1,000,000.00) per incident and in the aggregate. Owner shall be added as an additional insured to the CGL policy and such policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by Owner. The insurance certificate shall contain a provision that coverage afforded under the policy evidenced by such certificate will not be cancelled or changed without at least thirty (30) days prior written notice to the Owner. Consultant shall deliver certificates of insurance to Owner evidencing the existence of such policy prior to the commencement of any Work.

7) **Indemnity.** Consultant shall indemnify, hold harmless and defend Owner from and against any and all claims, demands, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorney's fees and expenses and court costs) that may be asserted against or incurred by Owner in any way related to, caused by or arising out of or in connection with this Agreement, including though not exclusively, (i) the acts or omissions of Consultant or any agents of either of them in connection with the Work undertaken on the Property, (ii) violations or liens that may be filed against the Property as a result of the performance of the Work by the Consultant, (iii) personal injury, wrongful death, costs, expenses or property damage resulting from the performance of the Work or contamination at the Property resulting from the gross negligence or willful misconduct of the Consultant, and (iv) injunctive relief or other claims sought by any governmental authorities or third parties as a result of the Work or contamination at the Property resulting from the gross negligence or willful misconduct of the Consultant. Consultant shall not be required to indemnify Owner for claims, liabilities, damages, losses or expenses caused by wrongful acts or omission of Owner. Owner shall not incur any liability with respect to Consultant for any pre-existing environmental condition on the Property or any environmental liability or remediation costs incurred by Consultant. The provisions of this paragraph shall survive the termination of this Agreement for a period of one (1) year.

8) **No Admission.** The granting of the limited right of access herein by Owner is not intended, and shall not be construed, as an admission of liability on the part of Owner or the Owner's successors and assigns for any contamination which may be discovered on the Property.

9) **Miscellaneous.**

a. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties regarding the conditional grant of access to Consultant for the purposes herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Owner or Consultant unless approved in writing by an authorized representative of Owner and Consultant.

b. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court located in Orange County, Florida.

c. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

d. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

e. Representations. Each of the parties hereto represents and warrants to the other that the party executing this Agreement has the authority to do so knowing that each of the other parties to this Agreement are acting in reliance upon such representation. The provisions of this Section shall survive the termination of this Agreement for a period of one (1) year.

f. Notices. Any notice, demand, request, payment or other communication which any party hereto maybe required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand received, (b) if received via United States mail service or other reliable express courier service, or (c) if sent via facsimile or e-mail to the addresses set forth below:

Notice to Owner:

City of Orlando  
Attn: City Attorney's Office  
Public Works Section  
400 S. Orange Ave.  
Orlando, FL 32802

With a copy to:

CB&I Environmental & Infrastructure, Inc.  
Attn: Legal Department  
4171 Essen Lane  
Baton Rouge, LA 70809

IN WITNESS WHEREOF, the parties have executed this Property Access Agreement under the seal of the date first above written.

**ATTEST:**

By: \_\_\_\_\_  
Amy T. Iennaco, Interim City Clerk

**OWNER:**

**CITY OF ORLANDO, FLORIDA**, a municipal corporation, organized and existing under the laws of the State of Florida

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by  
\_\_\_\_ Mayor / Pro Tem and \_\_\_\_\_ City Clerk, who is personally  
known to me who did (did not) take an oath.

\_\_\_\_\_  
Name  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed in the presence of two witnesses:

**CONSULTANT:** (Corporate Seal)

**CB&I ENVIRONMENTAL &  
INFRASTRUCTURE, INC.,** a Louisiana  
corporation

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority,  
\_\_\_\_\_, as \_\_\_\_\_, of CB&I ENVIRONMENTAL &  
INFRASTRUCTURE, INC., a Louisiana corporation. He/she ☐ is personally known to me or ☐ who  
has produced \_\_\_\_\_ as identification.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Approved as to form and legality for the use  
and reliance of the City of Orlando, Florida only

\_\_\_\_\_, 2016  
By: \_\_\_\_\_  
Chief Assistant City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

# Property Record - 27-22- 29-5744-05-012

Orange County Property Appraiser •  
<http://www.ocpafl.org>

## Property Summary

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**Property Name**

1226 W Jefferson St

**Names**

T G Recycling Inc

**Municipality**

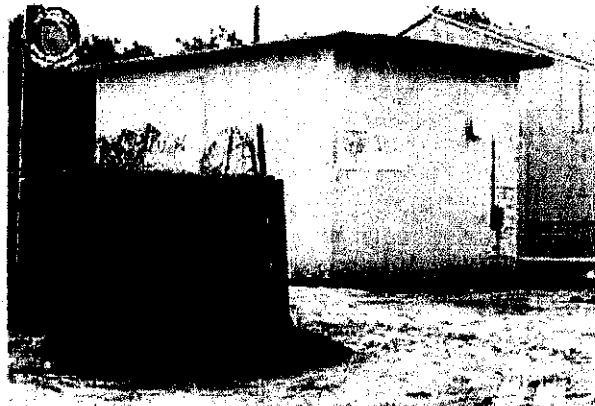
ORL - Orlando

**Property Use**

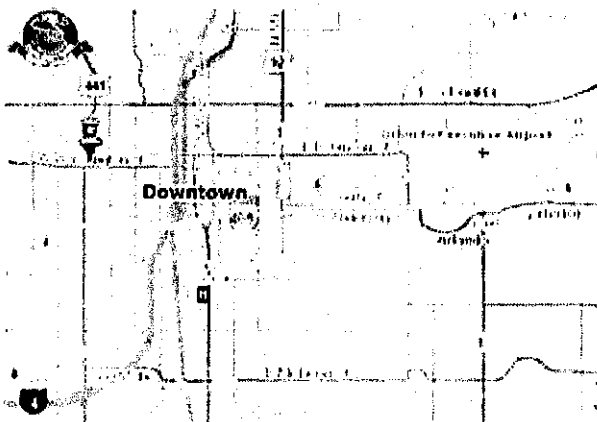
2740 - Vehicle Repair

**Mailing Address**349 Leslie Ln  
Lake Mary, FL 32746-3849**Physical Address**1226 W Jefferson St  
Orlando, FL 32805**QR Code For Mobile Phone**

292227574405012 10/16/2006



292227574405012 09/14/2006



## Value and Taxes

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### Historical Value and Tax Benefits

**Document**

Deed - 20110262083

**General Data**

Document # Recording Date  
 20110262083 05/17/2011 03:14:03 PM  
 Number Pages Recording Fee  
 2 18.50  
 Deed Doc Tax Mortgage Doc Tax  
 \$0.00 \$0.00  
 Intangible Tax  
 \$0.00

**Book / Page**

Book Page  
 10215 3131

**Grantor****Human****Name**

MACHAMER CHARLES H

**Organization****Name of Organization**

WELLS FARGO BANK N A  
 WACHOVIA BANK N A  
 SOUTH TRUST ESTATE AND TRUST COMPANY OF GEORGIA N A

**Related**

Document Number	Book	Page
20110230762	10208	521

**Legal Data**

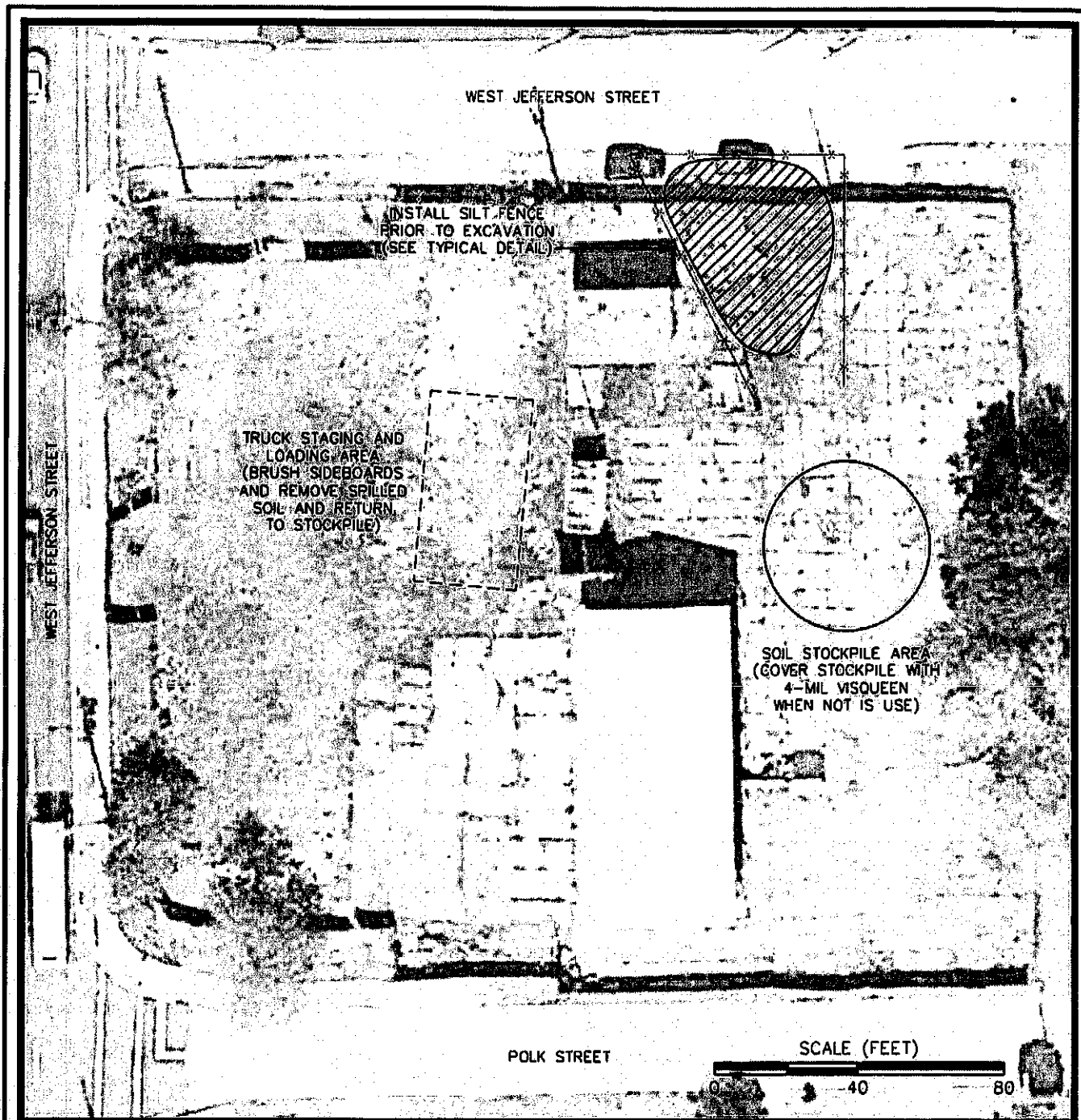
Lot: 1 Block: 5 Parcel: 22 27 29 5744 05 012 MORGAN S SECOND ADDITION TO ORLANDO ETC

**Public Remarks**

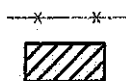
10' NORTH OF PROPERTY LINE AS PRESENTED  
 ON FIGURE 1 OF LEASEN CONTROL PLAN

**Grantee****Human****Name****Organization****Name of Organization**

T G RECYCLING INC



**LEGEND:**



SILT FENCE

PROPOSED EXCAVATION AREA



CB&I ENVIRONMENTAL &  
INFRASTRUCTURE, INC.  
1228 WINTER GARDEN  
VINELAND ROAD  
WINTER GARDEN, FLORIDA 34787  
(407) 287-3200 OFFICE  
(407) 287-3201 FAX

OFFICE: WINTER GARDEN	DATE: 10-30-15	ACAD FILE: 3085A3
<b>EROSION CONTROL PLAN</b>		
CLIENT: FORMER PRECISION TIRE	PM: WC	
LOCATION: 1226 WEST JEFFERSON STREET ORLANDO, ORANGE COUNTY, FLORIDA		
DESIGNED: GD	DRAWN: SDJF	PROJECT NO.: 501103085
		FIGURE: 1

6	Lot Number
06060	Parcel Number
3106	Parcel Address
111.9	Parcel Dimensi

W ROBINSON ST W Robinson St

W JEFFERSON ST

FOLK ST

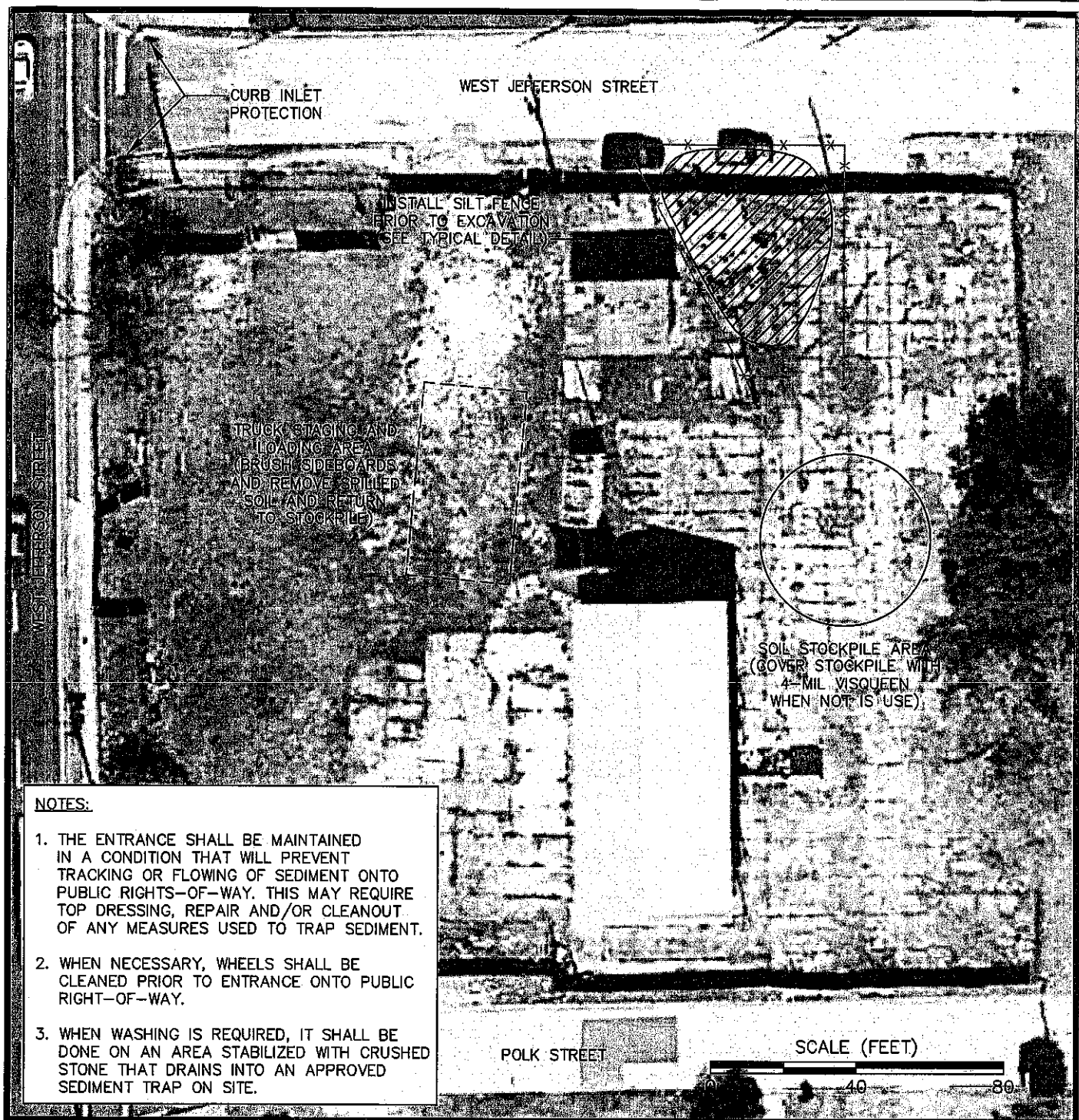
Daily Traffic  
6:00

526

Daily Traffic  
\$500

W WASHINGTON

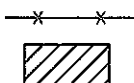
This map is for reference only and is not a survey.



**NOTES:**

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP ON SITE.

**LEGEND:**



SILT FENCE

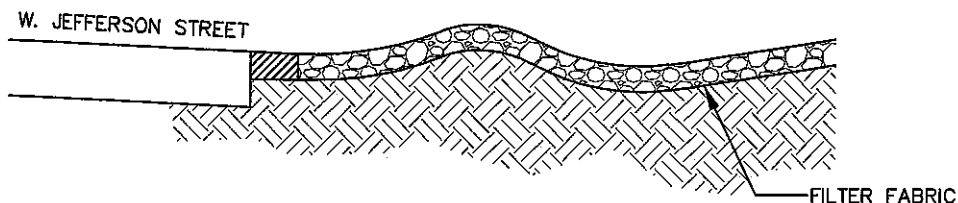
PROPOSED EXCAVATION AREA



CB&I ENVIRONMENTAL &  
INFRASTRUCTURE, INC.  
1228 WINTER GARDEN  
VINELAND ROAD  
WINTER GARDEN, FLORIDA 34787  
(407) 287-3200 OFFICE  
(407) 287-3201 FAX

OFFICE: WINTER GARDEN	DATE: 3-7-16	ACAD FILE: 5297A1
<b>EROSION CONTROL PLAN</b>		
CLIENT:  FORMER PRECISION TIRE	PM:  WC	
LOCATION: 1226 WEST JEFFERSON STREET ORLANDO, ORANGE COUNTY, FLORIDA		
DESIGNED: WC	DRAWN: SDJF	PROJECT NO.: 155297
FIGURE: 1		

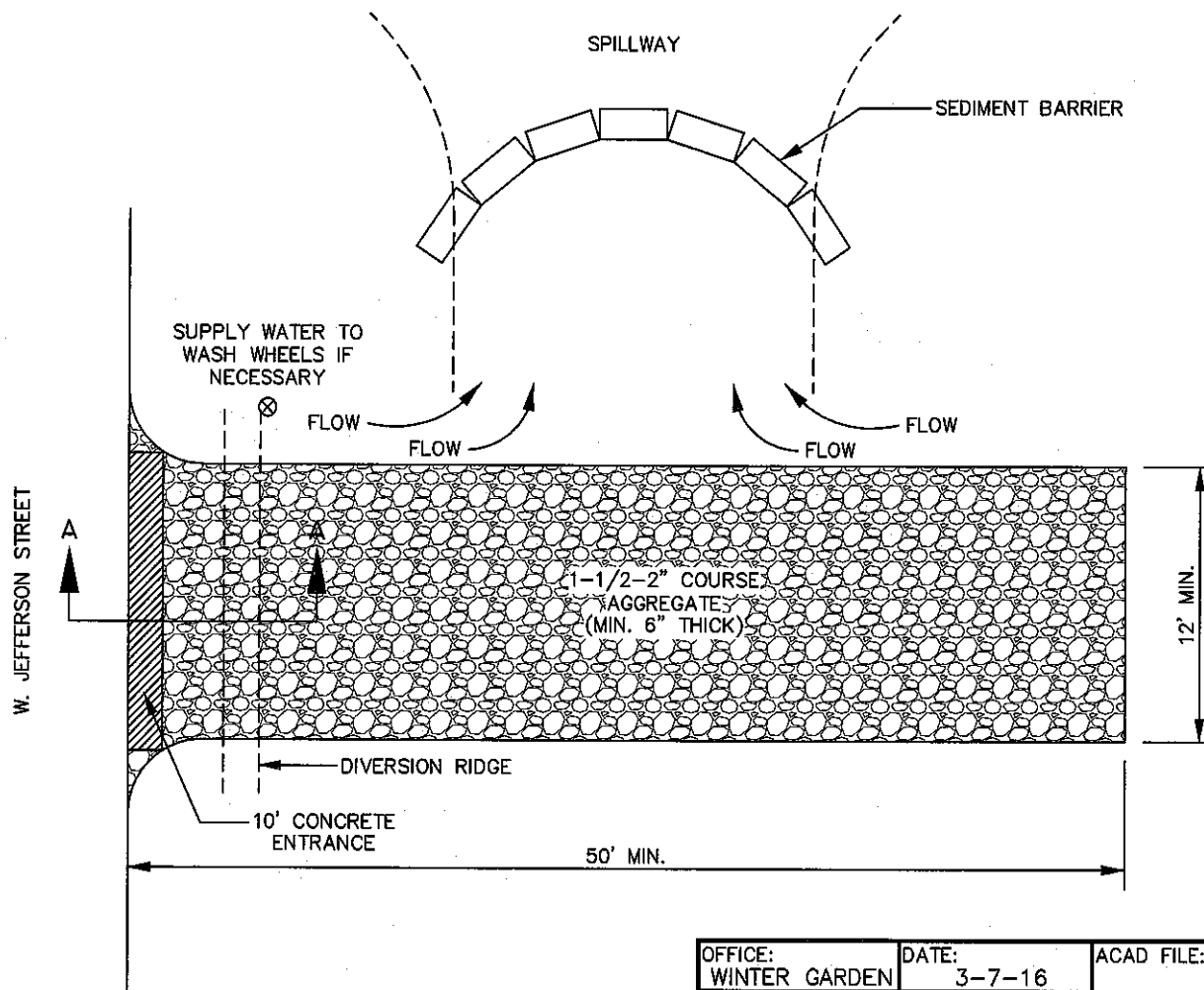
DIVERSION RIDGE REQUIRED  
WHERE GRADE EXCEEDS 2%



**NOTE:**

USE SANDBAGS, OR OTHER  
APPROVED METHODS TO  
CHANNELIZE RUNOFF TO  
BASIN AS REQUIRED.

**SECTION A-A**



OFFICE: WINTER GARDEN	DATE: 3-7-16	ACAD FILE: 5297A2
<b>TEMPORARY GRAVEL CONSTRUCTION ENTRANCE</b>		
CLIENT: FORMER PRECISION TIRE	PM: WC	
LOCATION: 1226 WEST JEFFERSON STREET ORLANDO, ORANGE COUNTY, FLORIDA		
DESIGNED: WC	DRAWN: SDJF	PROJECT NO.: 155297
		FIGURE: 3



CB&I ENVIRONMENTAL &  
INFRASTRUCTURE, INC.  
1228 WINTER GARDEN  
VINELAND ROAD  
WINTER GARDEN, FLORIDA 34787  
(407) 287-3200 OFFICE  
(407) 287-3201 FAX