

THIS INSTRUMENT PREPARED BY:

Matthew Soss, Esq.
Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

Parcel I.D. No. 22-22-29-1784-13-001

STREET RIGHT-OF-WAY ENCROACHMENT
AND
REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between **CITY OF ORLANDO**, a Florida municipal corporation, (hereinafter referred to as "CITY"), and **DESIREE SANCHEZ**, whose mailing address is 1919 Espanola Drive, Orlando Florida 32804 (hereinafter referred to as "OWNER").

RECITALS:

WHEREAS, the OWNER desires to install and maintain a 5.5' x 16' concrete pad ("Project") within the street right-of-way of Espanola Drive owned and maintained by the CITY (the "CITY'S Right-of-Way") as shown in **Exhibit "A"**, attached hereto and made a part hereof by reference; and

WHEREAS, the OWNER desires use of the CITY'S Right-of-Way as depicted in "**Exhibit A**" and have, therefore, requested that the CITY enter into this Agreement; and

WHEREAS, Section 61.203 of the Orlando City Code requires that the OWNER enter into a binding agreement providing for the encroachment of the Project into the CITY'S Right-of-Way and providing for removal of the Project under certain conditions; and

WHEREAS, the Project will continue to be subject to all applicable provisions of the Orlando City Code and any other applicable government regulation.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated into the substantive body of this Agreement.
2. Encroachment. The CITY hereby grants permission for the encroachment of the Project into the CITY'S Right-of-Way, strictly limited to the area described and shown in **Exhibit "A"**. The OWNER acknowledges that the

CITY'S Right-of-Way cannot be included in any calculations for setback requirements under City Code or otherwise.

3. Release. The OWNER hereby releases the CITY, its representatives, employees and elected officials from any and all damages, claims, or liability, with respect to the Project that may arise due to the CITY's operation and maintenance of the CITY'S Right-of-Way.
4. Priority of City's Right-of Way. The Project shall not be operated or maintained in such a manner so as to interfere, in any way, with the CITY'S operation or maintenance of its right-of-way or any public or general utility improvements located thereon. No permanent improvements shall be constructed in the CITY'S Right-of-Way.
5. Project. In consideration for the CITY'S consent to use and maintenance of the Project within the CITY'S Right-of-Way, as described herein, the OWNER agrees, at its sole cost and expense, to install, maintain, repair and operate the Project, consistent with reasonable engineering standards and all applicable laws, codes, and regulations.
6. No Waiver/No Vesting. This Agreement does not constitute a waiver of the CITY'S regulatory authority and the OWNER remains subject to all applicable laws, rules, codes and regulations. This Agreement does not operate to vest any interest or right whatsoever.
7. Insurance. The OWNER shall possess and maintain, at all times during construction, operation and maintenance of the Project within the City's Right-of-Way, general liability insurance in an amount, in the City's discretion, sufficient to protect the CITY from any covered liability, claims, damages, losses or expenses arising from or out of or in any way connected with construction, operation or maintenance of the Project or the swale within the City's Right of Way. CITY shall be named as an additional insured on the liability policy and CITY may request proof of such insurance at any time.
8. Contingency. This Agreement is contingent upon the Project having been completed consistent with the permits and any applicable laws, rules or regulations.
9. Indemnification. The OWNER agrees that it shall indemnify, hold harmless and defend the CITY, its representatives, employees and elected and appointed officials from and against all claims, damages, loss and expenses of any sort including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the OWNER, their tenants, agents, subcontractors, or anyone for whose act or acts any of them may be liable, for acts or omissions occurring in that portion of the CITY'S Right-of-Way on, under or through

which the Project is installed or resulting from the operation or maintenance of the Project.

10. Representatives Bound Hereby. This Agreement shall be recorded and shall be binding upon the successors, heirs, executors, administrators, representatives, or assigns of the OWNER, and upon all persons acquiring an interest thereunder.
11. Recording. The OWNER will record this Agreement, at its expense, in the Public Records of Orange County, Florida. This restriction shall remain in effect until modified by the CITY.
12. Controlling Laws.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
 - b. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Orange County, Florida.
 - c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property under this Agreement.
13. Miscellaneous.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
14. Legal Counsel. The OWNER acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that the OWNER represents and warrants

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF ORLANDO

Attest:

Mayor / Mayor Pro Tem

Denise Aldridge, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only

_____, 2019

Chief Assistant City Attorney

SIGNED IN THE PRESENCE OF
TWO WITNESSES:

OWNER:

Desiree Sanchez

Print Name: Francisco A. Uribe

Print Name: Yasmin Cortes

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8 day of March, 2019, by Desiree Sanchez, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC
My Commission Expires 3/29/2021

Boundary Survey

NOT PLATTED

NOT PLATTED

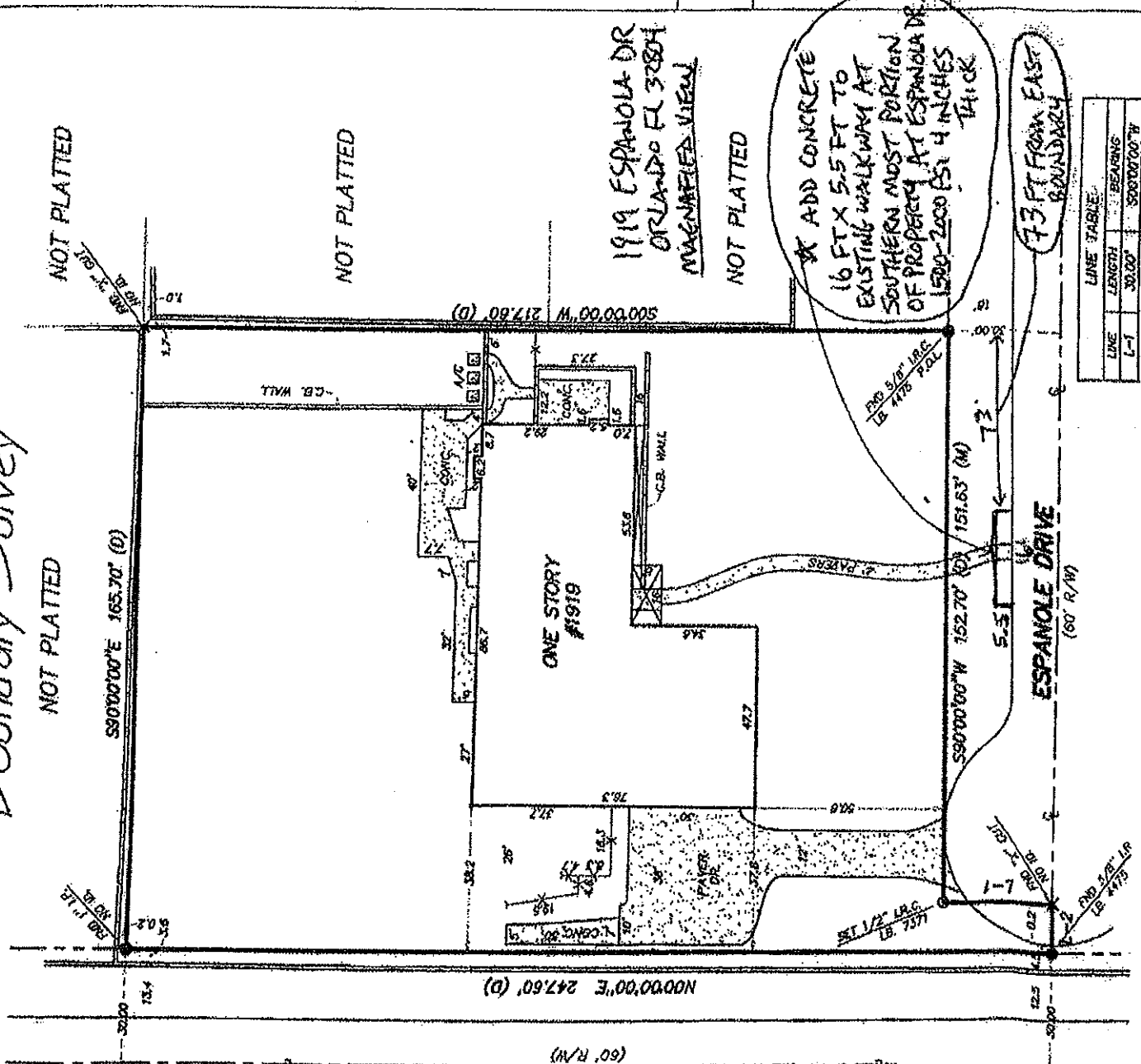
NOT PLATTED

1919 ESPANOLA DR
ORLANDO FL 32804
MAGNIFIED VIEW

NOT PLATTED

* ADD CONCRETE
16 FT X 5.5 FT TO
EXISTING WALKWAY AT
SOUTHERN MOST PORTION
OF PROPERTY AT ESPANOLA DR
1500-2000 PSI 4 INCHES
THICK

73 FT FROM EAST
BOUNDARY



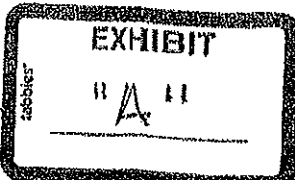
- A/C - AIR CONDITIONER
- Δ - CENTRAL ANGLE
- B/C - BRICK
- C.B. - CHIMNEY BEARING
- C.B.S. - CONCRETE BLOCK STRUCTURE
- C.M. - CONCRETE MANTLE
- C.M.C. - CONCRETE
- D - DEED
- D.E. - DRAINAGE EASEMENT
- E - EAST
- F.F.E. - FINISHED FLOOR ELEVATION
- FND - FOUND
- AD - IDENTIFICATION
- LP - IRON PIPE
- LR - IRON ROD
- LRG - IRON ROD & CAP
- L - ARC LENGTH
- LB - LAND SURVEYING BUSINESS
- CS - LAND SURVEYOR
- M - MEASURED
- NAD - NORTH AND DEK
- P - PLAT
- P.C. - POINT OF CURVATURE
- P.C.C. - POINT OF COMPLICATED CURVATURE
- P.C.R. - PERMANENT CONTROL POINT
- P.L. - PROPERTY LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.L. - POINT ON LINE
- P.R.C. - POINT OF REVERSE CURVE
- P.R.L. - PERMANENT REFERENCE MONUMENT
- P.T. - POINT OF TANGENT
- R - RADIOS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- S - SOUTH
- U.E. - UTILITY EASEMENT
- W.E. - WEST
- W.F.S. - WOOD FRAME STRUCTURE
- O - SET 1/2" I.R.C. P.S.M. 10/1/37
- RIGHT-OF-WAY LINE
- CENTRELINE
- BARE WIRE FENCE
- WOOD FENCE
- CHAIN LINK FENCE
- PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF ESPANOLA DRIVE BEING S90°00'00"W ASSUMED

NOTES

- This survey is based on the legal description as provided by the Client.
- This Surveyor has not obstructed the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land.
- Do not reconstruct property lines from building lines.
- No footing or overhangs have been located except as shown.
- No improvements or utilities have been located except as shown.
- Not valid without a signature and the authorized electronic seal or the original raised seal of a Florida Licensed Surveyor and Mapper.

Qualification: I certify that this survey was made in accordance with the rules and regulations of the State of Florida and that it meets the minimum requirements set forth by the Board of Professional Land Surveyors, Chapter 461, F.S., and the rules and regulations of the State Board of Professional Land Surveyors, Chapter 461, F.S., pursuant to Section 461.07, F.S.



LINE TABLE		
LINE	LENGTH	BEARING
1-1	30.00'	S90°00'00"W