

CONSTRUCTION STAGING LICENSE AGREEMENT
for the
SUMMERLIN AVENUE IMPROVEMENT PROJECT – PHASE I

THIS CONSTRUCTION STAGING LICENSE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2025 (“Effective Date”), by and between the **CITY OF ORLANDO**, a Florida municipal corporation (“CITY”), whose address is 400 S. Orange Avenue, Orlando, Florida 32801, and **GIBBS & REGISTER, INC.**, a Florida corporation whose address is 232 South Dillard Street, Winter Garden, Florida 34787 (“LICENSEE”).

RECITALS:

WHEREAS, the LICENSEE is working on the SUMMERLIN AVENUE IMPROVEMENT PROJECT – PHASE I (“Project”) pursuant to a written contract with the Orlando Utilities Commission; and

WHEREAS, the CITY is the owner of certain vacant real property located near the Project at 536 West South Street, Orlando, Florida 32805 and 412 Chapman Court, Orlando, Florida 32805, more particularly shown in **Exhibit “A”** attached hereto and incorporated herein by reference (the “License Area”); and

WHEREAS, the LICENSEE has requested that the CITY allow it to use the License Area for construction staging/laydown purposes in connection with the construction of the Project; and

WHEREAS, the CITY has agreed to allow LICENSEE’S use of the License Area under the terms of this Agreement.

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. License.
 - a. Grant of License. The CITY hereby grants permission for the LICENSEE and its subcontractors to utilize the License Area for the purpose of construction staging and laydown in connection with construction of the Project, consisting of construction trailers, parking, staging, laydown, and storage of materials, but for no other purposes whatsoever (“License”). The permission granted

under the terms of this Agreement constitutes a license and does not rise to the level of a real property interest in the License Area.

b. Term of License. This License shall commence as of the Effective Date and shall remain in effect for twelve (12) months after the Effective Date (“Initial Term”).

Prior to expiration of the Initial Term, LICENSEE may make a written request to the CITY to renew this Agreement for a term of twelve (12) months, commencing on the expiration of the Initial Term (“Renewal Term A”). The CITY may, in its sole and absolute discretion, agree to renew this Agreement for the Renewal Term by written notice to LICENSEE. If the CITY does not provide written notice to LICENSEE agreeing to Renewal Term A, then this Agreement shall terminate as of the final day of the Initial Term.

If renewed by the CITY for Renewal Term A, prior to expiration of Renewal Term A, LICENSEE may make a written request to the CITY to renew this Agreement for a term of three (3) months (“Renewal Term B”), commencing on the expiration of Renewal Term A. The CITY may, in its sole and absolute discretion, agree to renew this Agreement for Renewal Term B by written notice to LICENSEE. If the CITY does not provide written notice to LICENSEE agreeing to Renewal Term B, this Agreement shall terminate of the final day of Renewal Term A.

If renewed by the CITY for Renewal Term B, prior to expiration of Renewal Term B, LICENSEE may make a written request to the CITY to renew this Agreement for a term of three (3) months (“Renewal Term C”), commencing on the expiration of Renewal Term B. The CITY may, in its sole and absolute discretion, agree to renew this Agreement for the Renewal Term C by written notice to LICENSEE. If the CITY does not provide written notice to LICENSEE agreeing to Renewal Term C, this Agreement shall terminate of the final day of Subsequent Renewal Term B.

If renewed by the CITY for Renewal Term C, prior to expiration of Renewal Term C, LICENSEE may make a written request to the CITY to renew this Agreement for a term of three (3) months (“Renewal Term D”), commencing on the expiration of Renewal Term C. The CITY may, in its sole and absolute discretion, agree to renew this Agreement for Renewal Term D by written notice to LICENSEE. If the CITY does not provide written notice to LICENSEE

agreeing to Renewal Term D, this Agreement shall terminate of the final day of Renewal Term C.

If renewed by the CITY for Renewal Term D, prior to expiration of Renewal Term D, LICENSEE may make a written request to the CITY to renew this Agreement for a term of three (3) months ("Renewal Term E"), commencing on the expiration of Renewal Term D. The CITY may, in its sole and absolute discretion, agree to renew this Agreement for the Renewal Term E by written notice to LICENSEE. If the CITY does not provide written notice to LICENSEE agreeing to Renewal Term E, then this Agreement shall terminate of the final day of Renewal Term D.

This Agreement shall terminate without further action of the parties upon the earlier to occur of: (a) the completion of the Project, or (b) the expiration of the then-current term of the License, and such date shall hereinafter be referred to as the "Expiration Date." LICENSEE shall remove any and all materials, vehicles, personal property, and equipment from the License Area within ten (10) days of the Expiration Date. If the LICENSEE fails to remove said items within the above-described timeframe, the CITY may remove same and charge the cost of removal to the LICENSEE. Should the LICENSEE fail to pay the costs of CITY'S removal within thirty (30) days of the CITY'S request, the CITY may enforce the payment of costs as provided by law. Expiration or termination of this Agreement shall constitute revocation of the License granted hereunder.

3. Release. LICENSEE hereby releases the CITY, its representatives, employees and elected and appointed officials from any and all damages, claims, or liability, with respect to the License Area or the LICENSEE'S use of the License Area.
4. Use of and Access to License Area. The LICENSEE shall utilize the License Area in a reasonable manner and consistent with any and all permits, as well as applicable laws, rules, codes and regulations. LICENSEE is responsible for obtaining any and all permits and licenses necessary for utilization of the License Area, including but not limited to a Temporary Use Permit from the CITY. The LICENSEE shall maintain and repair the fence surrounding the License Area and will lock the gate at the end of each day.
5. No Waiver/No Vesting. This Agreement does not constitute a waiver of the CITY'S regulatory authority and the License Area remains subject to all

applicable laws, rules, codes and regulations. This Agreement does not operate to vest any interest or right whatsoever.

6. Hazardous Materials Defined. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et. seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et. seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the License Area. Hazardous Materials shall include, without limitation, any substance, the presence of which on the License Area, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the License Area or adjacent License Area or poses or threatens to pose a hazard to the health or safety of persons on the License Area or adjacent License Area; or (C) which, if it emanated or migrated from the License Area, could constitute a trespass.
7. Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the License Area is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the CITY, the License Area, or the use of the License Area, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or soil).

8. Hazardous Materials Prohibited. LICENSEE shall not allow any Hazardous Materials, or other toxic material to be located in, on or under the License Area or allow the License Area to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Materials or other toxic material. LICENSEE shall comply with all Environmental Requirements applicable to the License Area and LICENSEE'S use of the License Area. If LICENSEE breaches its obligations set forth herein, LICENSEE shall release, indemnify, defend and hold CITY harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including reasonable attorney's fees which may arise during or after the term of this Agreement as a result of such contamination. CITY has the right, but not the duty or obligation, to inspect the License Area from time-to-time as a result of such contamination. CITY has the right, but not the duty or obligation to inspect the License Area from time-to-time in order to permit CITY to determine whether LICENSEE is complying with the terms of this paragraph. If LICENSEE becomes aware of the presence of any Hazardous Materials in or on the License Area, or if LICENSEE or the License Area becomes subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate, or otherwise cleanup the License Area, LICENSEE shall immediately notify CITY and at its own cost and expense, carryout and complete any repair, closure, detoxification, decontamination or other cleanup of the License Area caused by the LICENSEE or its subcontractors, agents, guests, invitees, or any one for whom said parties are responsible. If LICENSEE fails to implement and diligently pursue any such repair, closure, detoxification, decontamination, or other cleanup of the License Area, CITY shall have the right but not the obligation, to carry out such action and to recover all of the costs and expenses from LICENSEE.

If Hazardous Materials resulting from LICENSEE'S use of the License Area are discovered after the termination of this License Agreement, then LICENSEE'S obligations set forth herein shall survive such termination.

9. No Agency. LICENSEE, its agents, subcontractors or invitees, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the CITY, or its employees or representatives.
10. Insurance. LICENSEE shall possess and maintain, at all times during the construction of the Project, 1) worker's compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at

least \$1,000,000; and 3) general liability insurance in the amount of at least \$3,000,000, in order to protect the CITY from any and all liability, claims, damages, losses or expenses arising from or out of in any way connected with construction of the Project or LICENSEE'S use of the License Area. CITY shall be listed as additional insured on the general liability policy. LICENSEE shall provide CITY proof of such insurance prior to LICENSEE'S use of the License Area and LICENSEE shall maintain such insurance at all times during the term of this Agreement or LICENSEE'S use of the License Area and shall further maintain said insurance as necessary after termination of this Agreement, to comply with the LICENSEE'S obligations contained in this Agreement.

11. Indemnification. The LICENSEE shall indemnify, defend and hold harmless 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 on appeal, arising out of or resulting from any tort, intentional action, negligent act or omission of the LICENSEE, its subcontractors, guests, invitees, or anyone for whose act or acts any of them may be liable, for acts or omissions (i) occurring on the License Area or (ii) in any way connected to LICENSEE'S use of the License Area.
12. Representatives Bound Hereby. This Agreement shall be binding upon the successors, heirs, executors, administrators, representatives, or assigns of the LICENSEE, and upon all persons acquiring an interest thereunder.
13. 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 License Area under this Agreement.

14. 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 with respect to the License granted herein.

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.

15. Legal Counsel. LICENSEE acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that LICENSEE represents and warrants that it has sought such independent legal advice and counsel.

16. Attorney's Fees. Each party shall pay its own costs and expenses incurred in the negotiation, preparation, or enforcement of this Agreement.

17. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

18. Termination of License and Removal of Property. The CITY retains the right to immediately revoke this License at any time upon the default of LICENSEE under the terms of this Agreement, by personally notifying the LICENSEE or by notifying the LICENSEE in writing at the address listed in the initial paragraph of this Agreement. LICENSEE shall remove any and all personal property, equipment, fixtures, or improvements, from the License Area, within sixty (60) days of the date of notice to LICENSEE. If the LICENSEE fails to remove said personal property, equipment, fixtures or improvements, within

the above-described timeframe, the CITY may remove same and charge the cost of removal to the LICENSEE. Should the LICENSEE fail to pay the costs of CITY'S removal within thirty (30) days of the CITY'S request, the CITY may enforce the payment of costs as provided by law.

19. Defaults. In the event any party breaches any representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, a non-defaulting party, in its sole discretion, shall be entitled to: exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.
20. Effective Date. The Effective Date of this Agreement is the date written in the first paragraph of this License.
21. License Area Maintenance. LICENSEE shall secure and maintain the License Area in a safe, clean and reasonable manner. LICENSEE shall not place any signage whatsoever on the License Area. In the event the License Area is not operated and maintained in accordance with this Agreement the CITY shall notify the LICENSEE of such non-compliance. LICENSEE shall immediately remedy the non-compliance to the satisfaction of the CITY and shall be responsible for all costs related thereto. LICENSEE shall provide for the regular mowing of the License Area, including all fence lines and the right of way adjacent to the License Area, and provide for the removal of all garbage, trash and other debris from the License Area, including the fence line and the right of way adjacent to the License Area. LICENSEE shall be solely responsible for the payment of any and all utilities servicing the License Area and for the removal of said utilities upon termination of this License Agreement.
22. Taxes/Fees. LICENSEE shall be responsible for the payment of all taxes or fees which may be assessed or levied against the License Area, or any equipment, furnishings, inventory or other personal property located thereon, and all taxes or fees associated with LICENSEE'S use of the License Area.
23. Notice. All notices to be given with respect to this License Agreement shall be in writing. Each notice shall be sent by hand delivery, United States Certified

Mail, postage prepaid, return receipt requested or facsimile, to the party to be notified at the address set forth herein below or at such other addresses as the parties may designate to each other in the manner prescribed for notice herein:

LICENSEE: Gibbs & Register, Inc.
ATTN: Mark Bateman, CFO
232 South Dillard St
Winter Garden, FL 34787
Phone: 407.654.6133
Email: mbateman@gibbsreg.com

Additional Contact(s):
Warren Forsyth, Sr. Project Manager
Phone: 352.267.4686
Email: wforsythe@gibbsreg.com

Mason Canin, Assist. Project Manager
Phone: 407.923.3250
Email: mcanin@gibbsreg.com

CITY: City of Orlando, Florida
ATTN: Real Estate Division Manager
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
Phone: 407.246.2655
Email: realestate@orlando.gov

Additional Contact(s):
Eugene Phillip, Real Estate Agent
Phone: 407.246.3817
Email: eugene.phillip@orlando.gov

Tonie McNealy, Real Estate Agent
Phone: 407.246.2655
Email: tonie.mcnealy@orlando.gov

Any notice hand-delivered, overnight delivery, courier, shall be deemed received on the date the same is actually received or delivered and any notice sent by Certified Mail shall be deemed received three business days after the date it is deposited in the United States Mail in the manner prescribed herein.

24. Surrender. Upon the expiration or termination of this License Agreement, LICENSEE shall peaceably surrender the License Area in good order, condition and repair and in a similar condition as existed on the Effective Date of this Agreement, and LICENSEE shall restore grass on the License Area, either by seeding or laying sod. On or before the date of termination of this License Agreement, LICENSEE shall, at LICENSEE'S sole cost and expense, remove its fixtures, equipment, furnishings, personal property, and any other improvements from the License Area. Any property not so removed on or before the date of termination of this License Agreement, shall be deemed abandoned.

Before surrendering the License Area as aforesaid, the LICENSEE shall repair any and all damage to the License Area, including but not exclusively, damage caused by the LICENSEE'S removal of its materials, equipment, vehicles, or personal property. LICENSEE'S obligations hereunder shall survive the expiration or other termination of this License Agreement.

25. Access by City. Upon not less than twenty-four hours advance notice, except in the event of any emergency, CITY shall have the right to enter the License Area during normal business hours to examine the same. Nothing herein contained, however, shall be deemed or construed to impose upon the CITY any obligation, responsibility, or liability whatsoever for the care, maintenance or repair of the License Area.
26. Assignment. LICENSEE shall not assign any portion of its interest in this License Agreement without the prior written consent of the CITY.
27. Nuisance. LICENSEE shall comply with all laws, applicable rules and regulations, respecting the use of the License Area and shall not make, suffer or permit any unlawful, improper or offensive use of the License Area or permit any nuisance or menace thereon.
28. LICENSEE'S Acceptance of the License Area. LICENSEE has examined the License Area and accepts same in its existing condition, subject to all defects, whether concealed or otherwise, and whether known or unknown to the CITY, and does hereby release and discharge the CITY from any and all damages of every kind in nature that may be in any way occasioned thereby, and will at all times indemnify and save harmless the CITY from all liens and all liability in

any way arising out of the use or condition of the License Area. CITY shall not be liable for any loss or damage caused by any defect in the License Area.

29. Liability. LICENSEE shall be liable for all claims for damages to persons or property by reason of its occupation or use of the License Area.
30. No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of a partnership or of joint venture between the parties hereto. LICENSEE is not an agent or assign of the CITY.
31. Human Trafficking Affidavit. LICENSEE does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. LICENSEE shall execute the Human Trafficking Affidavit attached hereto as Exhibit "B" before a notary public.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Construction Staging License Agreement for the SUMMERLIN AVENUE IMPROVEMENT PROJECT – PHASE I as of the Effective Date.

CITY OF ORLANDO

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

By: _____
Laurie Botts, Real Estate Manager

_____, 20____.

Assistant City Attorney

LICENSEE:
GIBBS & REGISTER, INC., a Florida corporation

Sign Name: _____

Print Name: _____

Title: _____

Signature Page
Construction Staging License Agreement

EXHIBIT "A"
LICENSE AREA

Address: 536 W South St, Orlando, FL
Parcel ID: 35-22-29-6740-02-017

Beginning at the NW corner of Lot 1, Block 2, a Portion of Patrick's 2nd Addition to Orlando, run S 125 FT; thence N 125 FT; thence E 104.35 FT to the Point of Beginning, Plat Book A, Page 134, Public Records of Orange County, FL.

and

Address: 412 Chapman Ct, Orlando, FL
Parcel ID: 35-22-29-6740-02-018

The South 83.7 FT of the East 1/2 of LOT 1, and the North 16.3 FT of the East 1/2 of LOT 4, Block 2, PATRICKS SECOND ADDITION, according to the plat thereof recorded in Plat Book A, Page 134 of the Public Records of Orange County, FL.



EXHIBIT "B"
Human Trafficking Affidavit

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and states:

1. I am over eighteen years of age, and the following information is given from
my personal knowledge.

2. I am an officer or authorized representative of the following entity: GIBBS &
REGISTER, INC., a Florida corporation ("Entity"), and my title with the Entity is
_____.

3. I am authorized to provide this affidavit on behalf of the Entity.

4. The Entity does not use coercion for labor or services as defined in Section
787.06, Florida Statutes.

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____, 20____, by _____. The
affiant ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature
My Commission Expires: _____
(Affix Notary Stamp or Seal)