



DEPARTMENT OF PUBLIC WORKS

ENGINEERING ♦ FACILITIES ♦ REAL PROPERTY ♦ ROADS/BRIDGES ♦ STORMWATER ♦ TRAFFIC ♦ TRANSIT

1525 EAST JEFFERSON STREET ♦ BROOKSVILLE, FLORIDA 34601
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February 7, 2025

Allen and Joshua William Heitl Colon
1115 Cleveland Avenue North
Lehigh Acres, FL 33972

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ENGINEERING
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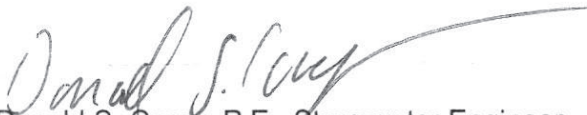
Subject: Request Temporary Permission to Perform Miscellaneous Construction
Project Name: M031 Old Spring Lake Road Embankment
CIP: 107360

Allen and Joshua,

The Hernando County Department of Public Works (DPW) is preparing to repair culverts and washouts on Old Spring Lake Road in the vicinity of parcel R09 423 20 0000 0240 0051, Key 1124143. The DPW is seeking temporary permission to enter your property to facilitate this project. The work would consist of culvert repair/replacement and embankment restoration/reinforcement.

Please call me at (352) 442-8998 to discuss this matter. If you are willing to grant the County permission to enter your property for the above-referenced purpose, please consider signing the attached Right of Entry Agreement.

Thank you,


Donald S. Carey, P.E., Stormwater Engineer

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made and entered into on this 17th day of February, 2025, between Allen Colon and Joshua William Heitl Colon, 1115 Cleveland Avenue North, Lehigh Acres, FL 33972 ("Owner") and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 ("County").

WHEREAS, Allen Colon and Joshua William Heitl Colon are the owners of certain real property located on Old Spring Lake Road, further described as:

E ½ of N ½ of NE ¼ of NW ¼ of NE ¼, Section 16, Township 23 South, Range 20 East, Hernando County, Florida.

Parcel Key 1124143

Parcel Identification Number: R16 423 20 0000 0240 0051

WHEREAS, the County desires to access the Property to clear brush, reconstruct the roadway embankment, and repair/replace the existing cross drain for the purpose of public safety and environmental protection;

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

1. Grant of Right of Entry:

The purpose of this Agreement is to grant the County a non-exclusive right to access and enter the property described above ("Property") to clear brush, reconstruct the roadway embankment, and repair/replace the existing cross drain. The County shall exercise this right in a manner that minimizes disruption to the Owner's use and enjoyment of the Property to the extent practicable.

2. Scope of Work:

For this one-time occurrence: The County shall conduct the work in accordance with applicable laws, regulations, and industry standards.

3. Term:

The term of this Agreement shall commence on the Effective Date and shall continue until the completion of the agreed-upon work, as determined by the County. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

4. Conditions of Entry:

The County agrees to comply with the following conditions while accessing the Property: Access shall be limited to the areas necessary to fulfill the purpose described in Section One (1).


The County shall take all reasonable measures to minimize any disruption or damage to the Property. The County shall take all necessary precautions to ensure the safety of its personnel and equipment while on the Property.


5. Governing Law:

The County shall comply with all applicable laws, regulations, and ordinances in connection with its activities on the Property as governed by and construed in accordance with the laws of the State of Florida.

6. Entire Agreement:


This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Owner: Allen Colon
Signature: 
Printed Name: Allen Colon
Date: 2.17.2025

Owner: Joshua William Heitl Colon
Signature: 
Printed Name: Joshua W Heitl Colon
Date: 2/17/25

HERNANDO COUNTY, a political subdivision of the State of Florida

By _____
Print name _____
Title: _____
Date _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY: 
County Attorney's Office