

COMMERCIAL RIGHT OF ENTRY AGREEMENT

This Commercial Right of Entry Agreement (“Agreement”) is between **Manatee County**, a political subdivision of the State of Florida (“Owner”), with a mailing address of Post Office Box 1000, Bradenton, Florida 34206, and owning real estate located at **14470 Harlee Road, Palmetto, Florida 34221** (“Premises”), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, “Spectrum”), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Legal Operations. This Agreement commences on the date of the last signature below (“Effective Date”).

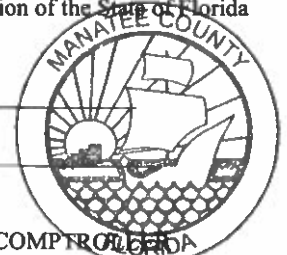
1. **RIGHT OF ENTRY AND EQUIPMENT.** Owner gives Spectrum and its authorized agents a right to enter the Premises (including buildings) to install, maintain, and remove equipment needed to provide Spectrum’s services to customers. The equipment is not considered a fixture of the Premises. Spectrum may use available power sources, risers, entry facilities, utility closets, conduits, ducts, and other necessary areas in the Premises (and buildings) for these purposes.
2. **OWNER REPRESENTATIONS.** Owner confirms it owns the Premises, buildings, and conduits, if applicable, and Owner has the authority to grant Spectrum the rights under this Agreement. Owner acknowledges that Spectrum shall have exclusive control over its equipment. Owner shall not, and shall not knowingly allow others to, use or attach anything to Spectrum’s equipment without Spectrum’s prior written consent.
3. **PUBLIC UTILITIES AND PRIVATE UNDERGROUND LINES.** Spectrum will work with local agencies to mark public utility lines where equipment will be installed. Owner shall not disturb these markings until installation is finished. Spectrum is responsible for any damage to public utility lines caused by its conduct during its installation of its equipment. If Owner has private underground lines at the Premises (e.g., irrigation or cables) that could affect the installation, Spectrum will help research these lines along with Owner’s representative (whose contact information is below). A Spectrum contractor will locate and mark these lines as needed. If Spectrum damages any marked private lines during installation, Spectrum will promptly repair the damage after Owner provides written notice describing the damage. This notice must be given within 30 days after the first installation of equipment to Spectrum’s address above.
 Owner’s representative for assisting with identifying private underground lines is: Kelvin Etchison, 600 301 Boulevard West, Suite 202, Bradenton, Florida 34205, 941-747-3011 x. 2472, kelvin.etchison@manateesherriff.com
4. **TERM.** This Agreement begins on the Effective Date and continues until the later of 5 years from the Effective Date or the date Spectrum has ceased providing services at the Premises for 6 months (excluding force majeure events). After the Agreement ends, Spectrum has 90 days to remove or abandon its equipment at the Premises. Any abandoned equipment becomes the Owner’s property without any liens and at no cost.
5. **ASSIGNMENT.** Either party may assign this Agreement, as long as the new party agrees to all of its terms and conditions. This Agreement applies to and benefits the parties, and their successors, legal representatives, and assigns.
6. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SPECTRUM OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES.
7. **GOVERNING LAW AND JURY TRIAL WAIVER.** The laws of the state where the Premises is located will apply to this Agreement. UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY.
8. **GENERAL.** This Agreement is the complete agreement between the parties and replaces any previous agreements regarding the subject matter hereof. Each signatory confirms it is authorized to bind its party to this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in effect. This Agreement can be signed in parts and sent electronically, and each part will be valid as the original.

CHARTER COMMUNICATIONS OPERATING, LLC
 By: Charter Communications, Inc., its Manager

By: _____
 (Signature)
 Name: _____
 Title: _____
 Date: _____

OWNER:
MANATEE COUNTY, a political subdivision of the State of Florida
 By: its Board of County Commissioners

By: J. H.
 Chairperson
 Date: May 5, 2024



ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 By: Ruth De
 Deputy Clerk



Approved in Open Session 5/5/26
Manatee County
Board of County Commissioners

May 5, 2026 - Regular Meeting

Subject

Execution of a Commercial Right of Entry Agreement for the installation of a fiber optic data circuit with Charter Communications Operating, LLC, for the Manatee County Sheriff's Office Detention Facility, located at 2705 County Line Road, Palmetto, Florida 34206, Peter Morrow, Property Acquisition Division Manager - District 1

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

- Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913
- Amanda Staehli-Kassim, Real Property Coordinator, Property Acquisition Division, Property Management Department, Extension 3003

Action Requested

- Execution of a Commercial Right of Entry Agreement between Manatee County and Charter Communications Operating, LLC.

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes, County Government
- Manatee County Comprehensive Plan

Applicable Advisory Board

N/A

Background Discussion

- Charter Communications Operating, LLC, operating as Spectrum (Charter), has made a Right of Entry Agreement (ROE) request to install a fiber optic data circuit for a 3rd party entity (Inmate Calling Solutions), who will be providing contracted inmate calling services to the Manatee County Sheriff's Office at the Port Manatee Detention Facility.
- The ROE will provide legal permission from Manatee County to Charter, in order to perform work related to its telecommunications infrastructure.
- Charter does not have automatic access rights for services not directly requested by Manatee County.
- The Manatee County Information Technology Services Department and the Manatee County Sheriff's Office support the execution of this ROE.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please ensure that the Chairperson signs page 1 of 1 of the Agreement.

Please email a copy of the approved agenda item to the following:

- Amelia Worden at Amelia.Worden@charter.com
- Kelvin Etchison at Kelvin.Etchison@manateesherriff.com
- Ron Hardy at ron.hardy@mymanatee.org
- Peter Morrow at peter.morrow@mymanatee.org
- Amanda Staehli-Kassim at amanda.staehlikassim@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Note: The one ink partially-executed Right of Entry Agreement was forwarded to Peter Morrow by interoffice mail, to return a fully-executed Agreement to my attention, 5/7/26, RT



 Right of Entry Agreement

RIGHT OF ENTRY AGREEMENT



**MANATEE COUNTY
2705 COUNTY LINE ROAD
PALMETTO, FLORIDA 34206
PID 593105000**



DISTRICT 1 - VACANT