

RESOLUTION NO. 2001- 79

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO USE A WELL LOCATED IN A PORTION OF COUNTY RIGHT-OF-WAY KNOWN AS GREENBRIAR ROAD.

WHEREAS, St. Johns River Water Management District (hereinafter "SJRWMD") has requested a License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to use a well located in a portion County right-of-way known as Greenbriar Road; and

WHEREAS, this license will allow SJRWMD to monitor the well for observation of the aquifer system and supply the County with information regarding water quality and quantity in that area; and

WHEREAS, SJRWMD will assume the full cost of maintaining the well including well abandonment if it becomes necessary; and

WHEREAS, it is the best interest of the citizens of St. Johns County to grant the license to SJRWMD for purposes mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The Board hereby approves the terms of the License Agreement and authorizes the County Administrator to execute said Agreement.

Section 2. The Clerk is instructed to mail the original License Agreement along with a copy of the Resolution to SJRWMD c/o Bill Osburn, P. O. Box 1429, Palatka, Florida 32178-1429 and file a copy in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 24th day of April, 2001.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Mary F. Kohnke
Mary F. Kohnke, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2001, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (hereinafter referred to as the "LICENSOR"), and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose address is P. O. Box 1429, Palatka, Florida 32178-1429 (hereinafter referred to as the "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the fee simple owner of certain real property hereinafter referred to as "**LICENSE AREA**", located in the right-of-way of Greenbriar Road, St. Johns County, Florida as more particularly identified in Exhibit "A", attached hereto incorporated by reference and made a part hereof; and

WHEREAS, LICENSEE desires to utilize property for the purpose of monitoring and observing hydrogeologic conditions by drilling, constructing, operating and maintaining a monitor well upon the **LICENSE AREA**; and

WHEREAS, LICENSOR is desirous of granting the **LICENSEE** a license to accomplish the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants hereinafter contained, **LICENSOR** and **LICENSEE**, both intending to be legally bound, hereby agree as follows:

1. **LICENSOR** hereby grants **LICENSEE**, its agents and employees, the right, privilege and license to utilize the **LICENSE AREA** to locate, construct, install, operate, inspect, alter, improve, maintain, repair, remove and rebuild a monitoring well, for research and scientific purposes on, upon and across said **LICENSE AREA**; and attain ingress and egress to and upon said **LICENSE AREA** for the purpose of exercising the rights, privileges and license granted herein.
2. This license is granted for a primary term of twenty (20) years from the date first written above and shall continue in full force and effect thereafter until terminated by 60-days notice to the other party.

3. **LICENSOR** retains the right to use the **LICENSE AREA** in any manner not inconsistent with the rights herein granted to **LICENSEE**.
4. In consideration for the privilege herein granted, the **LICENSEE** shall not claim any damages from the **LICENSOR** in connection with or on account of any injuries or damages arising in or on the **LICENSE AREA** while being used by the **LICENSEE** and its agents, representatives and employees. The **LICENSEE** shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes. The **LICENSOR** does not warrant or represent that the **LICENSE AREA** is safe or suitable for the purpose for which the **LICENSEE** is permitted to use it, and the **LICENSEE** assumes all risks in its use.
5. Prior to initial use of **LICENSE AREA** by **LICENSEE**, **LICENSEE** shall give **LICENSOR** at least forty-eight (48) hours notification. **LICENSEE** agrees that any and all work performed in the **LICENSE AREA** and in association with the purpose of the License Agreement shall be accomplished in a good, safe and workmanlike manner and in accordance with applicable Federal, State and local statutes, rules, regulations and ordinances.
6. Upon termination of this License Agreement, or revocation by the **LICENSOR**, **LICENSEE** shall, at **LICENSEE'S** sole cost and expense, remove all equipment, accessories and materials owned by **LICENSEE** from the **LICENSE AREA** and restore said **LICENSE AREA**, including properly abandoning all wells, to as good a condition as it was before **LICENSEE** entered upon it and otherwise comply with all applicable Federal, State and local statutes, rules, regulations and ordinances.
7. **LICENSEE** shall not allow the public to access, utilize or go upon the **LICENSE AREA**.
8. **LICENSEE** shall, upon request, provide to **LICENSOR** an annual copy of any and all data collected as a result of **LICENSEE'S** hydrogeological monitoring activities in the **LICENSE AREA**.
9. The license herein granted is subject to revocation by the **LICENSOR** if the **LICENSE AREA** is not utilized for the purpose outlined in the License Agreement or if there is a change in ownership of the **LICENSE AREA**.
10. The **LICENSEE** hereby waives any right or agreement to the license coupled with an interest which would make this license irrevocable by its terms.

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

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: _____
Ben W. Adams, Jr., County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

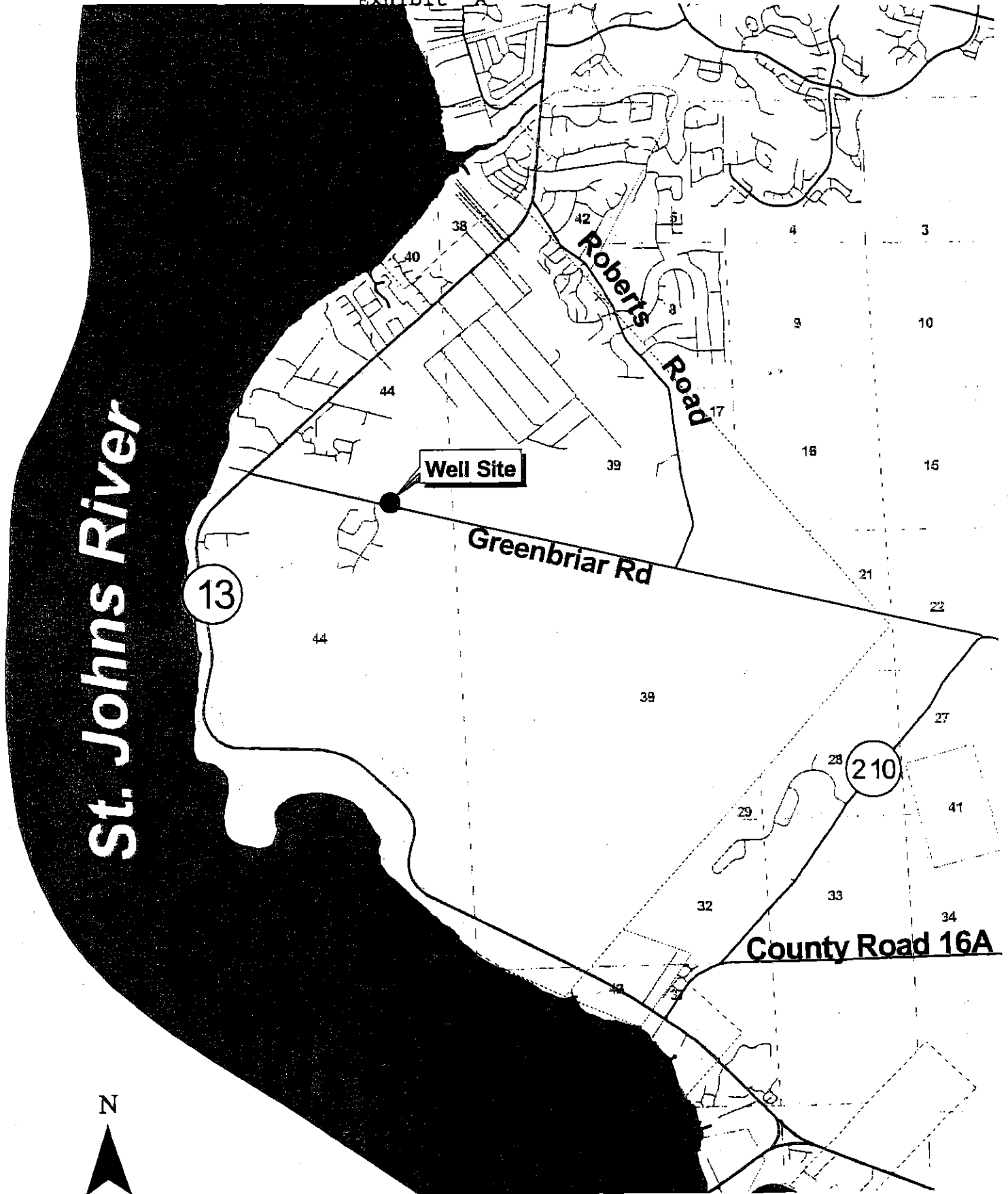
**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____

**APPROVED BY OFFICE OF
GENERAL COUNSEL**

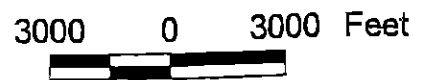
By: _____

Exhibit "A"



Greenbrier Road Well Site

Location: Section 44,
Township 5S Range 27E
Latitude: 30 03' 39.775995"
Longitude: 81 38' 38.3822259"



Map Printed: November 8, 2000