

RESOLUTION NO. 2006-310

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LICENSE AGREEMENT TO ALLOW ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO MONITOR A WELL LOCATED ON COUNTY PROPERTY AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT.

WHEREAS, St. Johns River Water Management District (hereinafter "SJRWMD") has requested a License Agreement, as per the letter attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to monitor a well located on a portion of County property at 5430 Palm Valley Road; and

WHEREAS, this License Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, will allow SJRWMD to monitor the well for observation hydrogeologic conditions by drilling, constructing, operating and maintaining the well and will supply the County, upon request, the data collected; and

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

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board hereby approves the terms and conditions of the License Agreement and authorizes the County Administrator to execute said Agreement.

Section 2. The Clerk is instructed to record the original License Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 19th day of September, 2006.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Patricia A. Grande
Deputy Clerk



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

September 7, 2006

Nanette Bradbury, Real Estate Coordinator
St. Johns County Land Management Systems
Real Estate Division
4020 Lewis Speedway
St. Augustine FL 32084

Re: SJ-0025 – License Agreement to monitor, install recording equipment (if needed), and maintain formerly monitored United States Geological Survey (USGS) well.

Dear Ms. Bradbury,

Part of the St. Johns River Water Management District's (the District) groundwater monitoring network is a cooperative project with The United States Geological Survey (USGS). The USGS is in the process of transferring the monitoring of these wells to the care of the District for continued monitoring. The District would like permission to monitor, install recording equipment (if needed), and maintain the existing well. Monitoring for this well began in early 1980s and has played an important role in monitoring ground water conditions. Please see exhibits A and B, of the enclosed License Agreement.

For your consideration, please find enclosed a License Agreement for signature. The License Agreement provides a written document allowing District personnel or contractors permission to access the site and releases you, the landowner, from liability. The District maintains its own insurance and is responsible for any employees or contractors that visit the site. If this meets with your approval, please print two copies, sign where indicated and return originals to me. I will return a fully executed original for your records.

We appreciate your cooperation in allowing us to collect this important data. If I can assist you in any way, please feel free to call me at 1-800-451-7106 extension 4413.

Sincerely,

Kimberly A. Hall
Land Acquisition Agent
Division of Land Acquisition

Enclosure

cc: Raymond B. Bunton, Jr.
Bill Osburn

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	John G. Sowinski, VICE CHAIRMAN ORLANDO	Ann T. Moore, SECRETARY BUNNELL	Duane L. Ottenstroer, TREASURER JACKSONVILLE
R. Clay Albright OCALA	Susan N. Hughes PONTE VEDRA	William W. Kerr MELBOURNE BEACH	Ometrias D. Long APOPKA
			W. Leonard Wood FERNANDINA BEACH

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2006, 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 at 5430 Palm Valley Road, St. Johns County, Florida as more particularly identified in Exhibits "A" and "B", 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 subject to revocation as provided herein.
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, and shall not be responsible for the acts and omission of its officers, employees, representatives and agents in the event that such acts or omissions result in injury to persons or damage to property. 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 termination 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**. The license herein granted is subject to termination by the **LICENSEE** if the **LICENSE AREA** is deemed no longer necessary for the purposes outlined in the License Agreement.

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: _____
Its: _____

**APPROVED BY OFFICE OF
GENERAL COUNSEL; SJRWMD
WILLIAM R. ABRAMS
ASSISTANT GENERAL COUNSEL**

By: _____

Exhibit A to License Agreement

St. Johns River Water Management District
 P.O. Box 1429
 Palatka, Florida 32178-1429
 Telephone 386-329-4278

973
US65
 FOUNTAIN TEST

WELL

MP
 7/24/06

Date Set: 6/22/06 Well Number: 5J0025

Survey W.O.F.: 5124-06 MP Elevation "NOV 1929" (feet): 10.72

Set By: SGRWMD

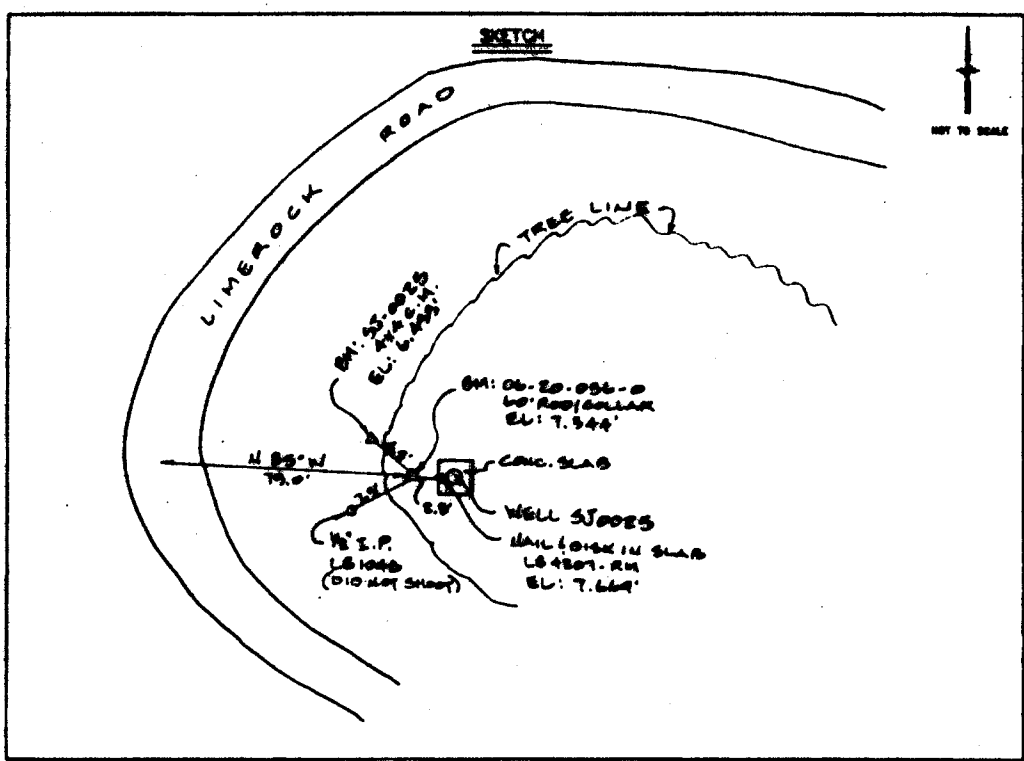
USGS QUAD MAP: PALM VALLEY Latitude: 30°17.541' N Longitude: 81°33.790' W

Latitude/Longitude established by: Real Time (GPS) on WGS 84 Datum

Vertical control originated on 2nd order control established by DEP K 823 in FL on NOV 1929 datum. Agency & Benchmark Designation

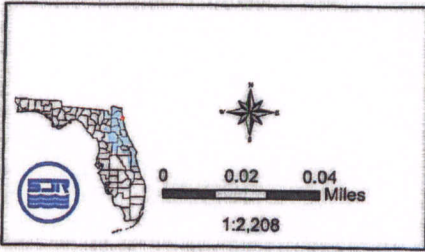
County: ST. JOHNS Section: 70 Township: 4 Range: 29

MP Location & Type of Mark: 5J0025: MP EL. SHOT TAKEN BETWEEN FILE MARKS ON NW SIDE OF 4" STEEL VALVE BODY FLANGE.



July 5, 2001

Exhibit B to License Agreement



St. Johns County
SJ 0025

● USGS Site

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems Program Management, P.O. Box 1423, 4049 Reid Street Palatka, Florida 32177-1429 Tel: (386) 329-4176.

Author: K Hall, G:\PUA\PO822.FloridaRock\PO822.FloridaRock Time:03/22/2006