

EASEMENT AGREEMENT
Well Monitoring Site

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2017, by City of Orlando, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 400 South Orange Avenue, Orlando, FL, 32801, hereinafter referred to as "GRANTOR", and the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, FL 32177-1429, hereinafter referred to as "GRANTEE."

GRANTOR is the fee simple owner of certain real property, known as Wadeview Park, "Park," located in Orange County, Florida, as depicted in the attached Exhibit "A."

WHEREAS, GRANTOR and GRANTEE are participants in the Central Florida Water Initiative (CFWI), a collaborative water supply planning effort to protect, conserve and restore water resources in a 5,300 square-mile area.

GRANTEE desires to utilize portions of the Park to manage, monitor, and maintain three existing monitoring wells, "Wells." GRANTOR desires to grant an easement to GRANTEE for that purpose.

NOW THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained in this Easement Agreement, GRANTOR and GRANTEE agree as follows:

1. GRANTOR grants to GRANTEE, its agents, representatives, and employees the non-exclusive right, privilege, and permission to use the property depicted in Exhibit "B," ("Easement Area"), to safely manage and maintain the Wells on the Easement Area, and to collect data from the Wells, for ingress to and egress from the Easement Area to South Osceola Avenue for the purpose of exercising the rights and privileges granted in this Easement Agreement. Ground water data will be collected periodically based on a

schedule as determined by the capacity of data loggers to store data. The extent of the easement rights granted hereunder to manage, maintain and repair the Wells as they currently exist, shall not be expanded in any manner without the prior written consent of the Grantor.

The GRANTOR does not warrant its title to the subject property; however, the GRANTOR does warrant that it has the power and authority to grant this Easement Agreement and the use granted herein.

2. Subject to the terms hereof, this Easement Agreement will continue in full force and effect for as long as the District continues to use the Easement Area for collection of ground water data as permitted in this Agreement.

3. The District acknowledges that the Park is a fully active and operational recreational area and that the exercise of District's rights under this Easement Agreement will not be conducted in such a way as to interfere with the Grantor's operation of the Park or the public's use of the Park. The District concedes that the Grantor, from time to time, may impose reasonable conditions, temporary or permanent, on the District's exercise of its rights hereunder by notifying District in writing of said conditions. In addition, the District will cooperate with Grantor in good faith to resolve to the Grantor's satisfaction any issues or concerns raised by Grantor with respect to the District's use of the Easement Area.

4. This Easement Agreement is subject to revocation by the Grantor upon 180 days written notice.

5. GRANTOR retains the right to use the Easement Area in any manner not inconsistent with the rights granted to GRANTEE. The GRANTOR shall continue to operate the property as a park and recreation site and may also enter the premises to ensure compliance with this Easement Agreement and to determine compliance with all other laws, regulations, and policies. This Easement Agreement does not constitute a

waiver of the GRANTOR's regulatory and police powers and is entered into pursuant to its proprietary powers only.

6. In consideration of the privileges granted in this Easement Agreement, GRANTEE shall not claim any damages from GRANTOR in connection with or on account of any injuries or damages arising in or on the Easement Area while being used by GRANTEE and its agents, representatives and employees or arising from use of the Park by third parties. GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes (2016), and subject to that statute is responsible for the acts or omissions of its officers and employees, if such acts or omissions result in injury to persons or damage to property. GRANTOR does not warrant or represent that the Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it. In further consideration of the privileges granted in this Easement Agreement, District will immediately repair any damage to Grantor's property caused by the District's activities under this Easement Agreement. In addition, if the District conducts any activities in the Easement Area through use of a contractor, District will ensure that the contractor names the City of Orlando as an additional insured under the contractor's automobile and general liability policies. Nothing in this Easement Agreement constitutes a waiver of either parties' sovereign immunity or the limits of liability established under Florida law.

7. All costs incurred or required for operation, maintenance and repair of the wells shall be at the sole expense of the District. District and City shall cooperate with respect to either party's request to relocate any of the Wells within the Park.

8. Prior to any major repairs to the monitoring wells of the easement area by GRANTEE under this Easement Agreement, GRANTEE shall give the City of Orlando Real Estate Agent at least forty-eight hours written notification.

9. GRANTEE shall provide GRANTOR copies of the monitoring results, upon request.
10. GRANTEE shall not invite the general public to access, utilize or go upon the Easement Area.
11. Clearing vegetation during maintenance or removal of the monitoring equipment without the consent of the managing agency is prohibited.
12. Upon termination of this Easement Agreement, GRANTEE shall remove all equipment, accessories, and material owned by GRANTEE from the Easement Area. Upon abandonment, each well will become a fixture on the well site which the GRANTEE shall plug pursuant to Section 40C-3.531, F.A.C., and GRANTEE shall restore the Easement Area to as good a condition as it was before GRANTEE entered upon it. GRANTEE shall complete the removal, plugging, and restoration within sixty days of the date upon which GRANTEE ceases its operations on the Easement Area.
13. Alternatively, if GRANTOR elects to maintain well(s) for its own use prior to abandonment of any well by GRANTEE, the well(s) will remain unplugged and GRANTOR thereafter agrees to assume full responsibility for the well(s).
14. This Easement Agreement may neither be assigned nor transferred without prior written approval of GRANTOR.
15. This Easement Agreement shall apply to GRANTEE's successors and assigns.
16. This Easement Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Easement Agreement. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.
17. For purposes of this Easement Agreement, all notification must be provided as follows:

Don Boniol, Hydrologist IV, Division of Water and Land Resources and
Ramesh Buch, Chief, Bureau of Real Estate Services
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
dboniol@sjrwmd.com (386) 329-4188
rbuch@sjrwmd.com (386) 312-2362

Laura Carroll, Real Estate Agent/Appraiser
Real Estate Management, City of Orlando
John Perrone
Parks Division Manager
400 S. Orange Avenue
Orlando, FL 32801
laura.carroll@cityoforlando.net, (407) 246-2680
john.perrone@cityoforlando.net, (407) 246.3856

18. The following special conditions apply to this Easement Agreement:
 - a. GRANTOR shall not physically disturb the well casings, data loggers, or covers (water meter boxes) in any way without prior approval from GRANTEE.

(The remainder of this page was intentionally left blank.)

IN WITNESSETH WHEREOF, the parties have caused this Easement Agreement to be executed on the day and year first above written.

ATTEST: CITY COUNCIL
CITY OF ORLANDO, FLORIDA

By: _____

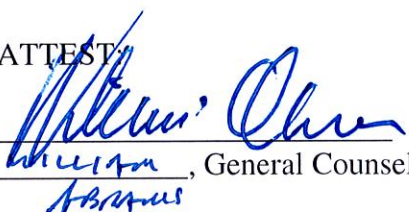
City Clerk. Date: _____

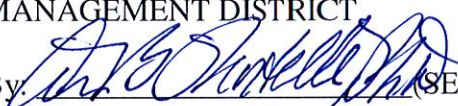
For the use and reliance
Of City of Orlando only. As authorized for execution by City Council
at its _____, 20____,
Regular meeting.

Approved as to form and
Legal sufficiency.


“GRANTOR”

Assistant City Attorney

ATTEST:

_____, General Counsel
ABRamus

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
By:  (SEAL)
Ann B. Shortelle, Ph.D.
Executive Director

“GRANTEE”

Approved as to Form and Legality
By: 

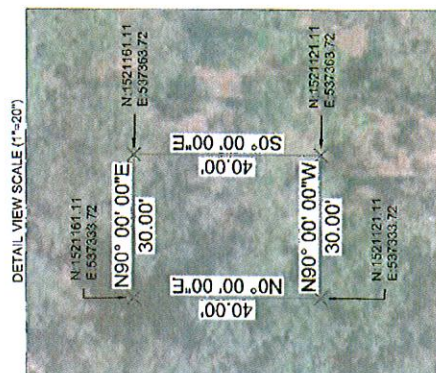
Office of General Counsel
St. Johns River Water Management District

SKETCH AND DESCRIPTION

AN EASEMENT LYING IN AND BEING A PART OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

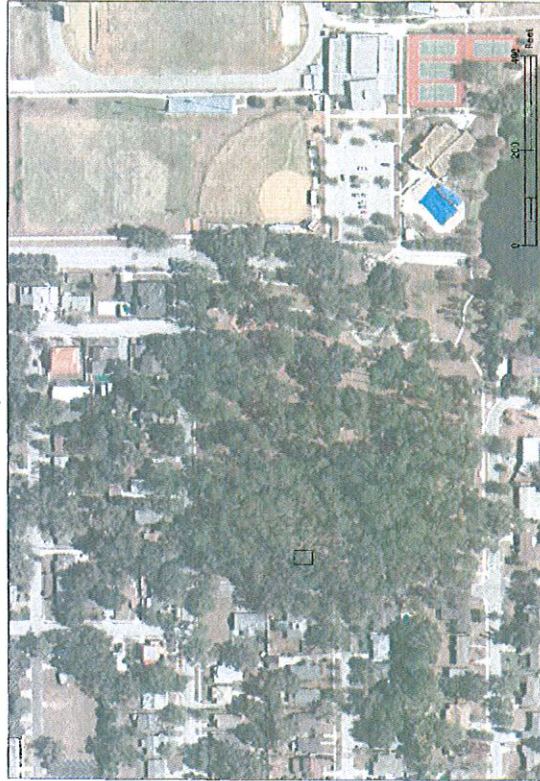
BEGIN AT A POINT HAVING A NORTHING OF -152161.11 FEET AND AN EASTING OF -537333.72 FEET; THENCE NORTH 0°00'00" EAST, 40.00 FEET TO A POINT HAVING A NORTHING OF -152161.11 FEET AND AN EASTING OF -537333.72 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET TO A POINT HAVING A NORTHING OF -152161.11 FEET AND AN EASTING OF -537363.72 FEET; THENCE SOUTH 45°00'00" EAST, 40.00 FEET TO A POINT HAVING A NORTHING OF -152161.11 FEET AND AN EASTING OF -537363.72 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 1200 SQUARE FEET



NOTES

- NOTES:
1. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
 2. COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO NAD83(HPGN) AND ARE PROJECTED TO STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE)
 3. CROSS REFERENCED SURVIVO SURVEY WORK ORDER 3096 WADSWORTH PARK WELLS DATED 8-26-2007.



| | | | |
|---|--|---|--|
|  ST. JOHNS RIVER WATER MANAGEMENT DISTRICT <small>400 West Main Street, Suite 200 Palm Bay, Florida 32909</small> | | WELL EASEMENT WADEVIEW PARK ORANGE COUNTY, FLORIDA | |
| CONVEYANCE BY: _____ WITNESSES BY: _____ SIGNED: _____ DATE: _____ | RECEIVED BY: _____ TITLE: _____ SIGNED: _____ DATE: _____ | CHECKED BY: _____ APPROVED BY: _____ SIGNED: _____ DATE: _____ | FILED FOR RECORD BY: _____ DATE: _____ |