
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County/Orange County Permissive Use Agreement

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Stan Hunsinger

EXT: 5253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Orange County Permissive Use Agreement permitting Orange County to install groundwater monitoring wells on County-owned Parcels # 14-21-30-511-0A00-0000, 17-21-30-300-260-0000 and 27-21-30-300-015A-0000.

District 1 Bob Dallari
District 2 Michael McLean

Meloney Lung

BACKGROUND:

Orange County has requested permissive use of a portion of three (3) Seminole County owned properties for the purposes of monitoring and observing hydrogeologic conditions by installing groundwater monitoring wells. These wells will assist in monitoring Orange County's water supply program. St. Johns River Water Management District has expanded Orange County's water-use permit (CUP#3317) to include three (3) identified Seminole County properties.

The three (3) Seminole County properties involved in the Permissive Use Agreement are as follows:

Parcel # 14-21-30-511-0A00-0000 Drainage, Water and Conversation Easement.

Parcel # 17-21-30-300-0260-0000 Central Branch Library property.

Parcel # 27-21-30-300-015A-0000 Stormwater Retention Area.

Attached are GIS maps for each location.

Orange County has agreed to provide Seminole County staff with annual copies of any and all data collected as a result of its hydrogeological monitoring activities at all well sites.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Seminole County/Orange County Permissive Use Agreement to install groundwater monitoring wells on County-owned Parcels # 14-21-30-511-0A00-0000, 17-21-30-300-0260-0000 and 27-21-30-300-015A-0000.

ATTACHMENTS:

1. Agreement
2. Maps and Aerials
3. Maps and Aerials
4. Maps and Aerials

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

Project Name:
Expanded Monitoring Program
CUP # 3317

MAR 17 2009 VHLJB

SEMINOLE COUNTY/ORANGE COUNTY PERMISSIVE USE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE", and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando Florida 32802, hereinafter referred to as "ORANGE".

W I T N E S S E T H:

WHEREAS, SEMINOLE is the fee simple owner of certain real property known as Tract A, Deer Run, Unit 18, located in Seminole County, Florida, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, ORANGE desires to utilize SEMINOLE's property for the purposes of monitoring and observing hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing one (1) shallow groundwater monitoring well, a water level sensor and data recorder, a staff gauge (water level measuring rod), and other appurtenant scientific equipment in a portion of Tract A, Deer Run, Unit 18, hereinafter referred to as the "Deer Run Well Site" as depicted on Exhibit "A", to assist ORANGE with its water supply monitoring program; and

WHEREAS, SEMINOLE is the fee simple owner of certain real property known as Tax I.D. Parcel No. 1 located in Seminole County,

Florida, as more particularly identified on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, ORANGE desires to utilize SEMINOLE's property for the purposes of monitoring and observing hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing one (1) monitoring well, a water level sensor and data recorder, a staff gauge (water level measuring rod), and other appurtenant scientific equipment in a portion of lands, hereinafter referred to as "Tax I.D. Parcel No. 1 Well Site" as depicted on Exhibit "B", to assist ORANGE with its water supply monitoring program; and

WHEREAS, SEMINOLE is the fee simple owner of certain real property known as Tax I.D. Parcel No. 2 located in Seminole County, Florida, as more particularly identified on Exhibit "C", attached hereto and by reference made a part hereof; and

WHEREAS, ORANGE desires to utilize SEMINOLE's property for the purposes of monitoring and observing hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing one (1) monitoring well, a water level sensor and data recorder, a staff gauge (water level measuring rod), and other appurtenant scientific equipment in a portion of lands, hereinafter referred to as "Tax I.D. Parcel No. 2 Well Site" as depicted on Exhibit "C", to assist ORANGE with its water supply monitoring program; and

WHEREAS, SEMINOLE is desirous of granting to ORANGE the right to utilize the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2

Well Sites, hereinafter referred to as "Well Sites", to accomplish the aforementioned purposes,

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

1. SEMINOLE hereby grants ORANGE, its employees, representatives and agents, the right and privilege to utilize the Well Sites to locate, drill, construct, operate, inspect, maintain, repair and remove the aforescribed three (3) shallow groundwater monitoring wells, sensors, recorders, gauges and other equipment for hydrogeologic monitoring purposes on, upon and across the Well Sites; and attain ingress and egress to and upon the Well Sites for the purpose of exercising the rights and privileges granted herein.

2. This permissive use is granted for a term of ten (10) years commencing on the date first written above and continuing in full force and effect during said term unless revoked as described hereinbelow.

3. SEMINOLE retains the right to use the Well Sites in any manner not inconsistent with the rights herein granted to ORANGE. SEMINOLE does not warrant or represent that the Well Sites are safe or suitable for the purpose for which ORANGE is permitted to use them, and ORANGE assumes all risks in its use.

4. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof. The parties further agree

that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the wavier of any other provision.

5. Prior to initial use of the Well Sites by ORANGE, ORANGE shall give SEMINOLE at least forty-eight (48) hours notification. ORANGE agrees that any and all work performed in the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2 Well Sites in association with this Agreement shall be accomplished in a safe manner utilizing standard industry practices and in accordance with applicable Federal, State, and local statutes, rules,  regulations, and ordinances.

6. Upon termination of this Agreement, or revocation by SEMINOLE, ORANGE shall, at ORANGE's sole cost and expense, remove all equipment, accessories, and materials owned by ORANGE from the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2 Well Sites, plug the three (3) shallow groundwater monitoring wells and restore the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2 Well Sites to as good a condition as they were before ORANGE entered upon them and otherwise comply with all applicable Federal, State, and local statutes, rules, regulations, and ordinances.

7. ORANGE shall not allow the public to access, utilize, or go upon the ORANGE's monitoring wells, water level sensors, data recorders, staff gauges and scientific or other equipment at the Well

Sites and shall install a six feet (6') green chain link fence with a four feet (4') walk gate surrounding each of the three (3) Well Sites and its appurtenant equipment.

8. ORANGE shall provide to SEMINOLE annual copies of any and all data collected as a result of ORANGE's hydrogeological monitoring activities at the Well Sites.

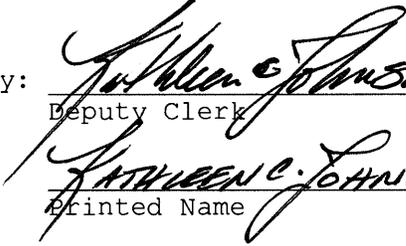
9. The license herein granted is subject to revocation by SEMINOLE if the Well Sites are not utilized for the purposes outlined in this Agreement or if there is a change in ownership of the lands.

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

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

ATTEST:

MARTHA O. HAYNIE
County Comptroller
Clerk to the Board

By: 

Deputy Clerk

Printed Name



By: 

RICHARD T. CROTTY
County Mayor

Date: 3.17.09

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/lpk
2/6/09
Attachments:

- Exhibit "A"- Legal Description of Tract A, Deer Run Unit 18
(Tax I.D. # 14-21-30-511-0A00-0000)
- Exhibit "B"- Legal Description of Tax I.D. No. 1
(Tax I.D. #17-21-30-300-0260-0000)
- Exhibit "C"- Legal Description of Tax I.D. No. 2
(Tax I.D. # 27-21-30-300-015A-0000)

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Parcel 104

Exhibit "A"

Legal Description (Tax I.D. #14-21-30-511-0A00-0000)

Tract A, Deer Run Unit 18, according to the plat thereof, as recorded in Plat Book 38, pages 37 and 38, inclusive, Public records of Seminole County, Florida.

Parcel 103

Exhibit "B"

Legal Description (Tax I.D. #17-21-30-300-0260-0000)

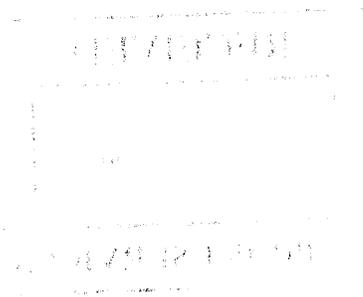
That part of the South $\frac{1}{4}$ of Government Lot 2, and the North $\frac{1}{2}$ of Government Lot 3, in Section 17, Township 21 South, Range 30 East, Seminole County, Florida, described as follows: From the Southeast corner of the North $\frac{1}{2}$ of said Government Lot 3, run S $88^{\circ}10'56''$ W along the south line of said North $\frac{1}{2}$ of Government Lot 3 a distance of 525.18 feet; thence N $03^{\circ}18'47''$ W parallel with the 525 feet westerly of (by perpendicular measure) the east line of said Lot 3 a distance of 1063.23 feet; thence N $32^{\circ}07'22''$ E 43.73 feet to the point of beginning; thence continue N $32^{\circ}07'22''$ E 486.27 feet; thence N $61^{\circ}47'46''$ W 360.00 feet; thence N $03^{\circ}15'12''$ W 277.26 feet to the southeasterly right-of-way line of Oxford Road, said right-of-way line being on a curve concave southeasterly and having a radius of 267.92 feet; thence from a tangent bearing of S $61^{\circ}32'46''$ W run southwesterly along the arc of said curve and along said right-of-way line 262.19 feet to the point of reverse curvature of a curve concave northwesterly and having a radius of 840.20 feet; run thence southwesterly along the arc of said curve 357.06 feet; thence S $29^{\circ}49'27''$ W 75.00 feet to the point of curvature of a curve concave easterly and having a radius of 35.00 feet; thence southerly along the arc of said curve 54.98 feet through a central angle of $90^{\circ}00'00''$ to the point of tangency; thence S $60^{\circ}10'33''$ E 398.30 feet to the Point of Beginning.

Parcel 102

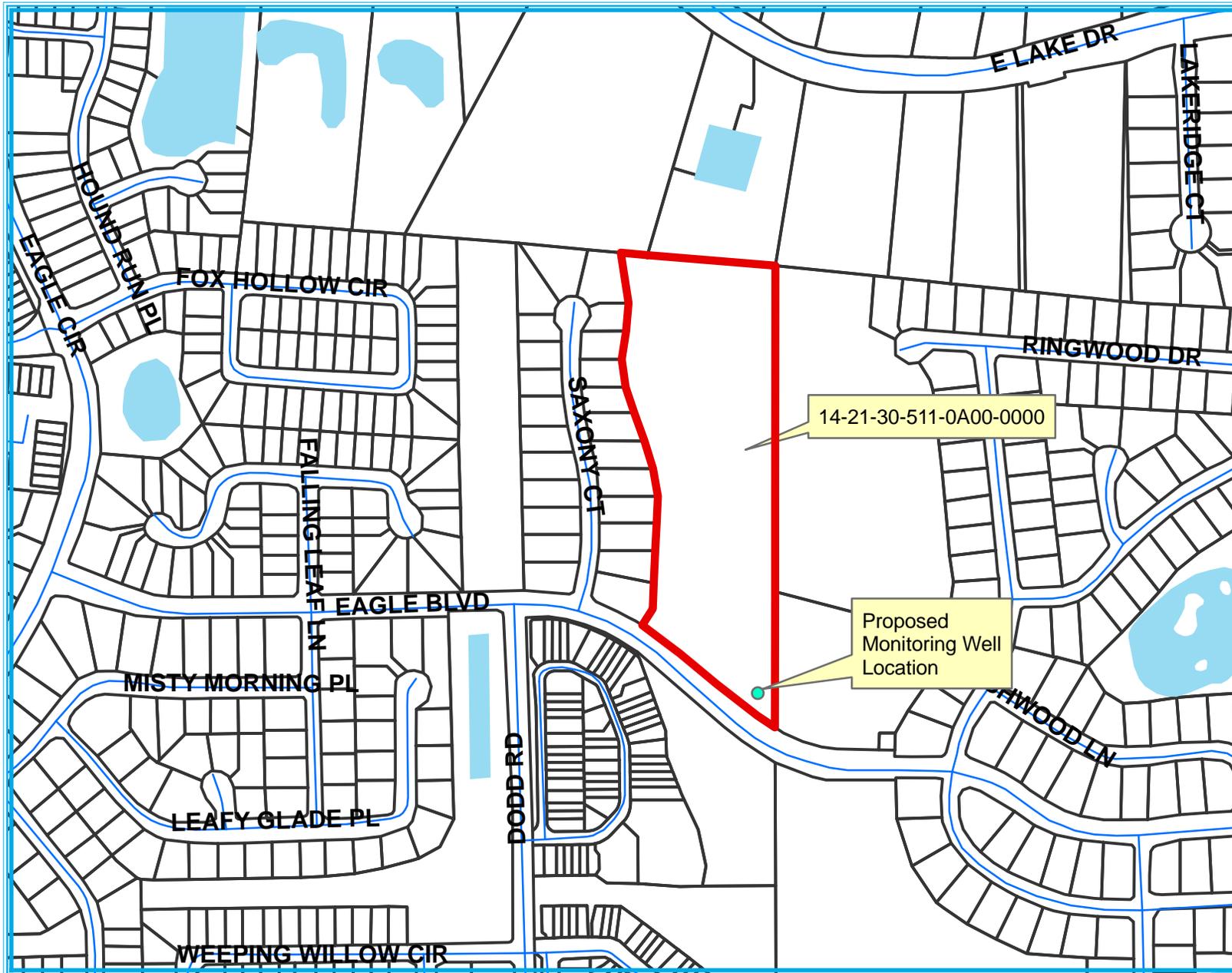
Exhibit "C"

Legal Description (Tax I.D. #27-21-30-300-015A-0000)

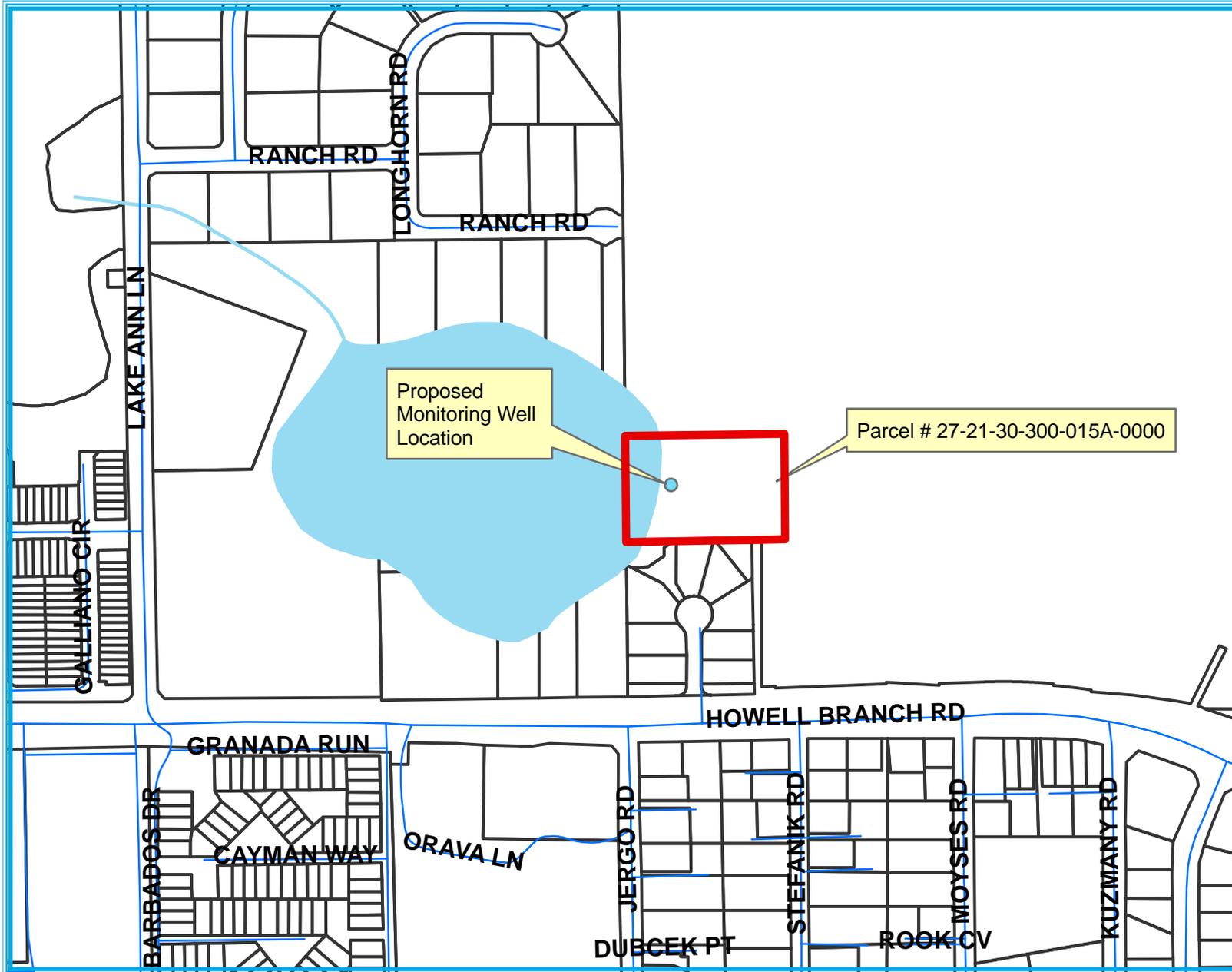
The North 290 feet of the South 765 feet of the West 450 feet of the East ½ of the Southwest ¼ of Section 27, Township 21 South, Range 30 East, lying in Seminole County, Florida.



**GIS Map of Seminole County Property
Public Works - Drainage, Water & Conservation Easement
Eagle Blvd, Winter Springs**



**GIS Map of Seminole County Property
Public Works - Retention Pond
Howell Branch Rd., Winter Park**



**GIS Map of Seminole County Property
Library Services - Central Branch Library
Oxford Rd., Casselberry**

