

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: License Agreement Between the Orlando Utilities Commission and
Seminole County for Lake/Wetland Environmental Monitoring Program

DEPARTMENT: Public Works **DIVISION:** Roads - Stormwater Division

AUTHORIZED BY: *Gary Johnson* **CONTACT:** *M. Flomerfelt* **EXT.** 5710
Gary Johnson, P.E., Director
Public Works Department
Mark Flomerfelt, P.E., Manager
Roads - Stormwater Division

Agenda Date 11/9/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the License Agreement between Orlando Utilities Commission (OUC) and Seminole County giving OUC permission to access Lake Marion and Clear Lake for the lake/wetland environmental monitoring program. District 2 and 4; Commissioners Morris and Henley; (Mark Flomerfelt)

BACKGROUND:

Orlando Utilities Commission (OUC) is required to conduct a groundwater and surface water level monitoring program in accordance with a water use permit recently issued by the St. Johns River Water Management District (SJRWMD). Lake Marion and Clear Lake were selected as part of a District initiative to monitor the condition of lakes and wetlands regionally. This monitoring program is a long-term program which is expected to continue for 20 years.

The purpose of the monitoring is to closely measure daily water levels. OUC will conduct monthly inspections and provide annual soil and vegetation profiling. This environmental data will be submitted by OUC to the SJRWMD and to the County.

Attachment: License Agreement
Exhibit A - Legal Description of License Area
Lake Marion
Clear Lake
Exhibit B – Depiction of License Area

Reviewed by: _____
Co Atty: *J. Dietrich* 10-28-04
DFS: _____
Other: _____
DCM: _____
CM: *KB*
File No. CPWS03

**SEMINOLE COUNTY/ORLANDO UTILITIES COMMISSION
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is hereby made and entered into this _____ day of _____, 2004, 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 the "LICENSOR" and the **ORLANDO UTILITIES COMMISSION**, whose mailing address is P.O. Box 3193, Orlando, Florida 32802, hereinafter referred to as the "LICENSEE".

W I T N E S S E T H:

WHEREAS, LICENSOR is the fee simple owner of certain real property known as Lake Marion and Clear Lake, respectively, hereinafter collectively referred to as "LICENSE AREA," located in Seminole County, Florida, as more particularly identified in Exhibit "A," attached hereto and by reference made a part hereof; and

WHEREAS, LICENSEE desires to utilize LICENSOR's property for the purposes of monitoring and observing environmental and hydrogeologic conditions by drilling, constructing, operating, and maintaining monitoring wells, water level sensors and data recorders, staff gauges (water level measuring rods), and other scientific equipment in the LICENSE AREA as depicted in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, LICENSOR is desirous of granting to LICENSEE a license to accomplish the aforementioned purposes,

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 employees, representatives and agents, the right, privilege and license to utilize the LICENSE AREA to locate, construct, install, operate, inspect, alter, improve, maintain, repair, remove and rebuild the aforescribed wells, sensors, recorders, gauges and other equipment for environmental and hydrogeologic monitoring 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 term of twenty (20) years commencing on the date first written above and continuing in full force and effect during said term unless revoked as described hereinbelow.

3. LICENSOR retains the right to use the LICENSE AREA in any manner not inconsistent with the rights herein granted to LICENSEE. 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.

4. Each party to this License Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this License 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 the LICENSOR 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 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 purposes of the License 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 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 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 provide to LICENSOR an annual copy of any and all data collected as a result of LICENSEE's environmental and 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 purposes outlined in this License Agreement or if there is a change in ownership of the LICENSE AREA.

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

Approved as to form and legality
OUC Legal Department

DATE: 10-13-04 By: J. Fant

ORLANDO UTILITIES COMMISSION

By: [Signature]
Date: 10/14/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk
9/15/04 10/7/04
ouc license agt

Attachments:

- Exhibit "A" - Legal Description of License Area
 - (1) Lake Marion
 - (2) Clear Lake
- Exhibit "B" - Depiction of License Area

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ Back ▶											
 <p>Seminole County Property Appraiser Services 1101 E. 1ST ST. Sanford FL 32771 407-688-7500</p>																
	<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 12-21-29-5BD-380A-0000 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: SEMINOLE B C C Exemptions: 85-COUNTY</p> <p>Own/Addr: COUNTY SERVICES BUILDING</p> <p>Address: 1101 E 1ST ST</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: LAKE MARION DR</p> <p>Facility Name:</p> <p>Dor: 99-ACREAGE NOT AGRICULT</p>		<p style="text-align: center;">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 0</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$100</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$100</p> <p>Assessed Value (SOH): \$100</p> <p>Exempt Value: \$100</p> <p>Taxable Value: \$0</p>													
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>08/1982</td> <td>01410</td> <td>1624</td> <td>\$1,200</td> <td>Vacant</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this DOR Code</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	08/1982	01410	1624	\$1,200	Vacant	<p style="text-align: center;">2004 VALUE SUMMARY</p> <p>2004 Tax Bill Amount: \$0</p> <p>2004 Taxable Value: \$0</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>		
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Image: 2001 Aerials Express, Inc.

Preparation Date: 24 June, 2004
 Revision Date: 30 August, 2004
 Project Number: 4544-002

Project Manager: SRD
 GIS Operator: LBS
 GIS QA/QC:

ArcMap Name: wetlands.mxd
 Plot File: 3137.pdf

Proposed OUC Monitoring Sites Layout

Biological Research Associates
 3910 US Highway 301N
 Suite 180
 Tampa, Florida 33619
 813-664-4500 FAX: 813-664-0440
 www.biologicalresearch.com





- OUC Monitoring Sites**
- Transects
 - Parcels of Interest
 - Piezometer & Deep Wells with Sensor
 - Piezometer with Sensor
 - Sensor on Dock
 - Staff Gauge
 - Staff Gauge on Dock
 - Staff Gauge & Sensor on Dock
 - Staff Gauge with Sensor

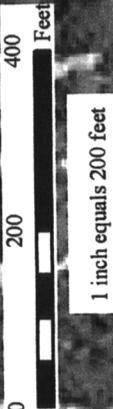


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