



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: February 23, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Elizabeth Price Jackson, Senior Title Examiner
Real Estate Management Division *EPJ/MTC*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Memorandum of Agreement between Orange County, Florida and St. Johns River Water Management District.

PROJECT: Hal Scott Regional Preserve

District 5

PURPOSE: To allow the St. Johns River Water Management District to construct, operate, and maintain a monitoring well and develop three wetland transects over jointly owned lands known as Hal Scott Regional Preserve.

ITEM: Memorandum of Agreement between Orange County, Florida and St. Johns River Water Management District.

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division
Risk Management Division

REMARKS:

St. Johns River Water Management District (SJRWMD) is to construct, operate, and maintain a monitoring well and develop three wetland transects (Project) over lands jointly owned by SJRWMD and County to support the Central Florida Water Initiative efforts. SJRWMD has requested permission from County and County has agreed to allow SJRWMD to work on the Project. The Memorandum of Agreement sets terms and conditions agreed upon by both SJRWMD and County to allow SJRWMD to conduct the Project.

Neither party may record this MOA or any memorandum thereof.

MAR 08 2022

**MEMORANDUM OF AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Memorandum of Agreement ("MOA") is made and entered as of the last date executed below ("**Effective Date**"), by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes ("**District**"), whose address is 4049 Reid Street, Palatka, Florida 32177 and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida ("**County**"), whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (together, the "Parties"). Wherever used herein the terms "District", "County" and "Parties" include their legal representatives, successors and assigns.

RECITALS

- A. District and County each hold an undivided interest in that certain property bearing Parcel Identification Number 01-23-32-0000-00-004 (the "Property"). The Property is a portion of a larger tract of land known as Hal Scott Preserve.
- B. District and County are part of the Central Florida Water Initiative ("CFWI"), which is a collaborative water supply planning effort made up of various government agencies and stakeholder groups.
- C. District and County desire to use the portion of the Property more particularly described on Exhibit "A" attached to this MOA (collectively, the "Parcel") for the construction and operation of a monitoring well and the development of three (3) wetland transects. The data collected from the monitoring well and wetland transects will be used by District and CFWI in monitoring and assessing water resources.
- D. District and County manage the Property pursuant to an Intergovernmental Management Agreement ("Management Agreement") among the Parties, dated February 9, 2000, as amended December 15, 2005, and May 30, 2014. In District email dated July 9, 2021, attached hereto as Exhibit "B" ("Management Letter"), District Bureau of Land Resources indicates the proposed District installing and operating a monitoring well and collecting data for water supply planning, ground water modeling, and water use regulation and consumption do not conflict with any portion of the Land Management Plan.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this MOA, the Parties agree as follows:

1. **Recitals and Exhibits.** The recitals set forth above and the attached exhibits are incorporated into this MOA and made part of this MOA by reference.
2. **District's Use of the Parcel.** District's use of the Parcel is subject to, and may not unreasonably interfere with, County's use of the Property. District will minimize any

interference with County's use of the Property by providing reasonable notice prior to, and cooperation in the scheduling of, all activities that may interfere with the activities of County. District will confine its operations addressed by this MOA on the Property (except as required for egress and ingress) to the areas shown on Exhibits A-1 and A-2. District will locate the monitoring well within the portion of the Parcel described on Exhibit "A-1". District will locate the wetland transects within the portion of the Parcel described on Exhibit "A-2". County reserves all rights of use not in conflict with this MOA or the Management Agreement.

3. **Construction, Operation, and Maintenance.** The Parties agree that other than the construction of the well (including well maintenance, repair, and replacement) and the development and maintenance of the wetland transects, no construction or development activities will occur within the well and transect areas depicted on Exhibit "A." District will design, engineer, permit, construct, operate, monitor, maintain, repair, replace, and develop the monitoring well and wetland transects at District's sole cost and expense. District will monitor the wetland vegetation every five (5) years to determine if the depletion of the groundwater has negatively affected the wetlands.

4. **Permits and Licenses.** District, at no expense to County, will obtain any and all permits, approvals, and licenses which may be required for the District's activities described herein.

5. **Compliance with Applicable Laws.** District will comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Parcel and the activities described herein.

6. **Term.** The term of this MOA will commence on the Effective Date and will continue for as long as District continues to use the well for monitoring and collection of ground water data pursuant to this MOA. Upon the expiration of the term of this MOA, District will, at its sole cost and expense, remove all equipment, accessories, and materials owned by the District (collectively, the "District Personal Property") from the Parcel and abandon the monitoring well in accordance with Section 40C-3.531, Florida Administrative Code, as amended from time to time.

7. **Parties.** The rights and obligations created by this MOA are binding upon and inure to the benefit of the Parties hereto and their successors.

8. **Notices.** Any notice or communication that either Party is required to give to the other hereunder must be in writing and either served personally by hand-delivery, overnight mail, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To County: Orange County
Real Estate Management Division
400 E. South Street, 5th Floor
Orlando, Florida 32802
(407) 836-7070

With copy to: Orange County
Environmental Protection Division
Beth Jackson, Environmental Program Supervisor
Green PLACE Program
3165 McCrory Place, Suite 200
Orlando, Florida 32803
(407) 836-1481

To District: St. Johns River Water Management District
Real Estate Services Director
4049 Reid Street/Highway 100 West
Palatka, Florida 32177
(386) 329-2342

or to such other address as any of the above Parties may from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder will be effective upon delivery.

9. **Entire Agreement.** This MOA constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this MOA other than those contained herein. No modification of this MOA will be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties hereto or their successors.

10. **Recording.** Neither Party may record this MOA or any memorandum thereof.

11. **Non-Waiver of District's Regulatory Powers.** Nothing contained in this MOA will be construed as a waiver of or contract with respect to the regulatory and permitting authority of either County or District as it now or hereafter exists under applicable laws, rules, and regulations.

12. **Liability and Insurance.** Each Party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that Party, its officers, employees, and agents. Nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each Party shall acquire and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

13. **Governing Law, Severability, and Interpretation.** This MOA will be construed and interpreted according to the laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this MOA shall lie in the court of competent jurisdiction in and for Orange County, Florida; each Party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Any provision found to be unlawful or unenforceable will be severable and will not affect the validity of the remaining provisions. Unless the context clearly and unmistakably requires otherwise, terms such as "a Party will take Action X" mean that the Party is required to take Action X; likewise, "a Party will not take Action Z" means that the Party is prohibited from taking Action Z.

14. **Attorney's Fees.** In the event of any legal action to enforce the terms of this MOA, each party will bear its own attorney's fee and costs.

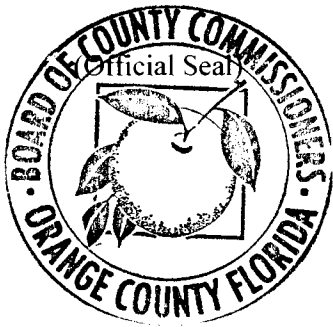
15. **Further Documentation.** The Parties agree to cooperate with each other and to expeditiously execute, obtain and deliver any documents, approvals, or other authorizations reasonably necessary to carry out the obligations of the Parties hereunder.

16. **Execution.** This MOA may be executed in counterparts, each of which will be deemed an original and which taken together will constitute one and the same instrument.

17. **Effective Date.** This MOA will become effective on the date when the last of the Parties has executed the same.

IN WITNESS WHEREOF, the Parties have executed this MOA on the day and year set forth below.

(SIGNATURE PAGES FOLLOW)



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: *8 March 2022*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Emily Rivera*
for Deputy Clerk
Emily Rivera
Printed Name

DISTRICT

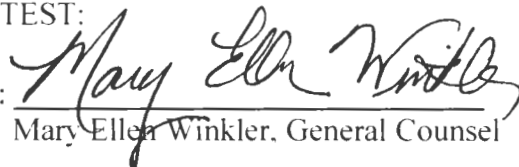
ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes

By: 
Michael A. Register, P.E.

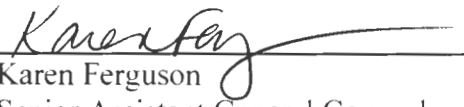
Executive Director

Date: 2/11/2022

ATTEST:

By: 
Mary Ellen Winkler, General Counsel

For use and reliance only by
St. Johns River Water Management District
Legal Form and Content Approved:

By: 
Karen Ferguson
Senior Assistant General Counsel

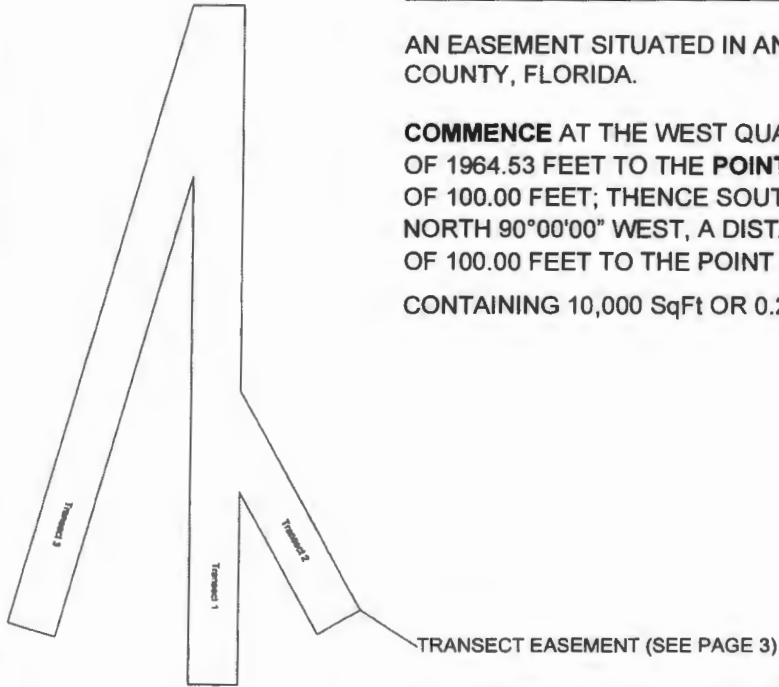
SKETCH OF DESCRIPTION

WELL CONSTRUCTION EASEMENT

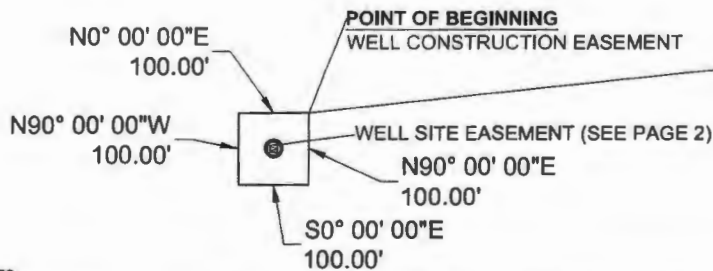
AN EASEMENT SITUATED IN AND LYING IN SECTION 3, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 3; THENCE SOUTH 06°02'35" EAST, A DISTANCE OF 1964.53 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,000 SqFt OR 0.23 ACRES, MORE OR LESS.



SECTION 4, TOWNSHIP 23 SOUTH, RANGE 32 EAST
SECTION 3, TOWNSHIP 23 SOUTH, RANGE 32 EAST



POINT OF COMMENCEMENT
WEST QUARTER CORNER OF
SEC. 3, TWN. 23 SOUTH, RGE. 32 EAST
ORANGE COUNTY, FLORIDA

NOTES:

1. ALL BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, PER THE NORTH AMERICAN DATUM OF 1983, UNITS ARE U.S. SURVEY FEET.
2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY, AND HAS NOT BEEN FIELD VERIFIED.
4. SOURCE OF INFORMATION: CCR# 084955, ORANGE COUNTY, FLORIDA

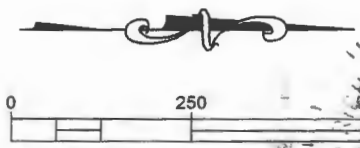


EXHIBIT "A" (Page 1 of 3)

| | | | |
|--|--------------------------|---------------------------|---------------------|
| ST. JOHNS RIVER WATER MANAGEMENT DISTRICT | | | |
| DATE DRAWN: 9/29/2021 | FIELD WORK DATE: NONE | FIELD BOOK & PAGE NONE | |
| DRAWN BY: RG | CHECKED BY: RG | APPROVED BY: RG | SCALE: 1" = 250' |

MOA ORANGE COUNTYCFWI HAL SCOTT PRESERVE
SECTIONS 3 & 4, TOWNSHIP 23 SOUTH, RANGE 32 EAST
ORANGE COUNTY, FLORIDA.

| REVISION DATE | DESCRIPTION | WORK ORDER NUMBER |
|---------------|-------------|-------------------|
| | | |
| | | |
| | | |

SURVEY CERTIFICATION
Professional Surveyor, 4th Class
FLORIDA LICENSE NO. 1014
DATE: 9-30-21

| |
|---------------------------|
| FILE NAME: 7289 21.dwg |
| WORK ORDER NO: 7289-21 |
| SHEET: 1 of 3 |

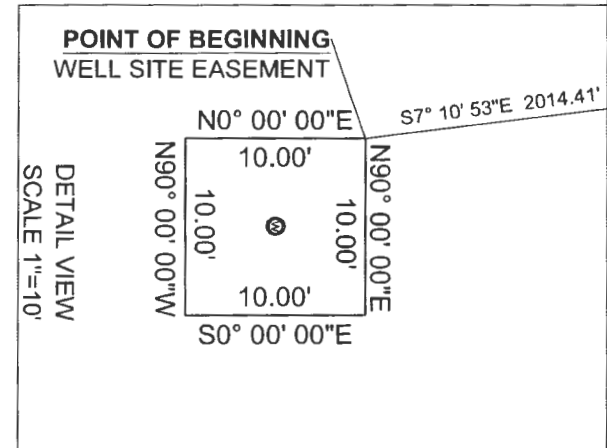
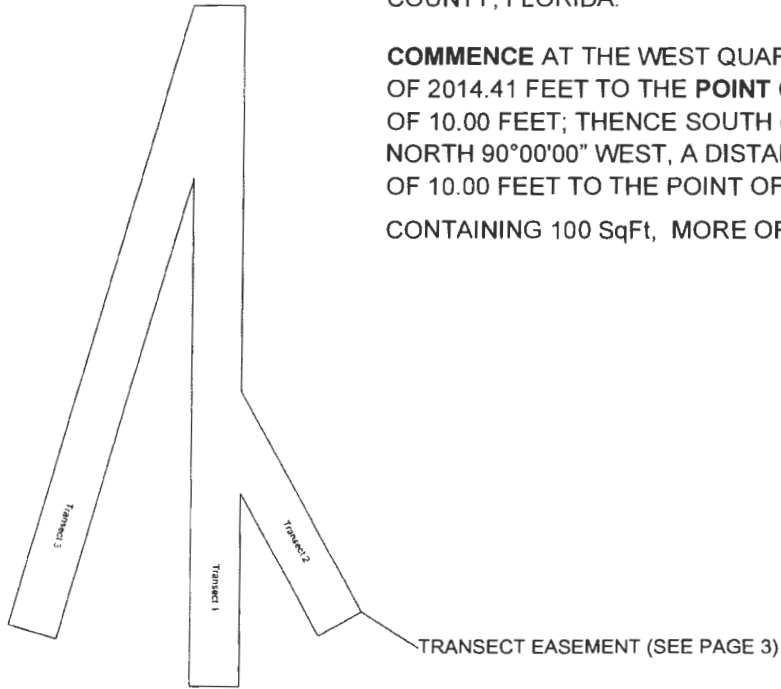
SKETCH OF DESCRIPTION

WELL SITE EASEMENT

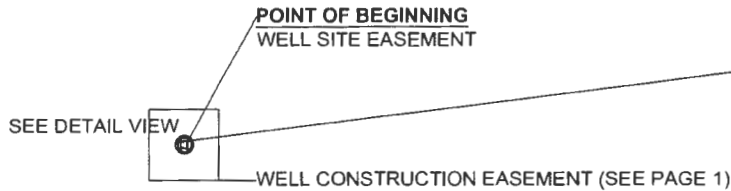
AN EASEMENT SITUATED IN AND LYING IN SECTION 3, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 3; THENCE SOUTH $07^{\circ}10'53''$ EAST, A DISTANCE OF 2014.41 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

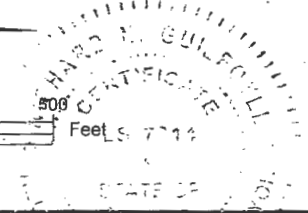
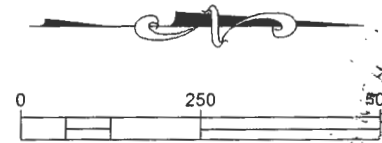
CONTAINING 100 SqFt, MORE OR LESS.



SECTION 4, TOWNSHIP 23 SOUTH, RANGE 32 EAST
SECTION 3, TOWNSHIP 23 SOUTH, RANGE 32 EAST



POINT OF COMMENCEMENT
WEST QUARTER CORNER OF
SEC. 3, TWN. 23 SOUTH, RGE. 32 EAST
ORANGE COUNTY, FLORIDA



- NOTES:
1. ALL BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, PER THE NORTH AMERICAN DATUM OF 1983, UNITS ARE U.S. SURVEY FEET.
 2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGE FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
 3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY, AND HAS NOT BEEN FIELD VERIFIED.
 4. SOURCE OF INFORMATION: CCR# 084955, ORANGE COUNTY, FLORIDA

EXHIBIT "A" (Page 2 of 3)

| | | | |
|--|-------------------------|---------------------------|------------------|
| ST. JOHNS RIVER WATER MANAGEMENT DISTRICT | | | |
| DATE DRAWN 9-29-2021 | FIELD WORK DATE NONE | FIELD BOOK & PAGE NONE | |
| DRAWN BY RIS | CHECKED BY RG | APPROVED BY RG | SCALE 1"=250' |

MOA ORANGE COUNTYCFWI HAL SCOTT PRESERVE
SECTIONS 3 & 4, TOWNSHIP 23 SOUTH, RANGE 32 EAST
ORANGE COUNTY, FLORIDA.

| REVISION DATE | DESCRIPTION | WORK ORDER NUMBER |
|---------------|-------------|-------------------|
| | | |
| | | |
| | | |

SURVEYOR CERTIFICATION
Professional Seal & Map
FLORIDA LICENSE NO. 17014
DATE: 9-30-21

| |
|---------------------------|
| FILE NAME 7280 21.dwg |
| WORK ORDER NO. 7280 21 |
| SHEET 2 of 3 |

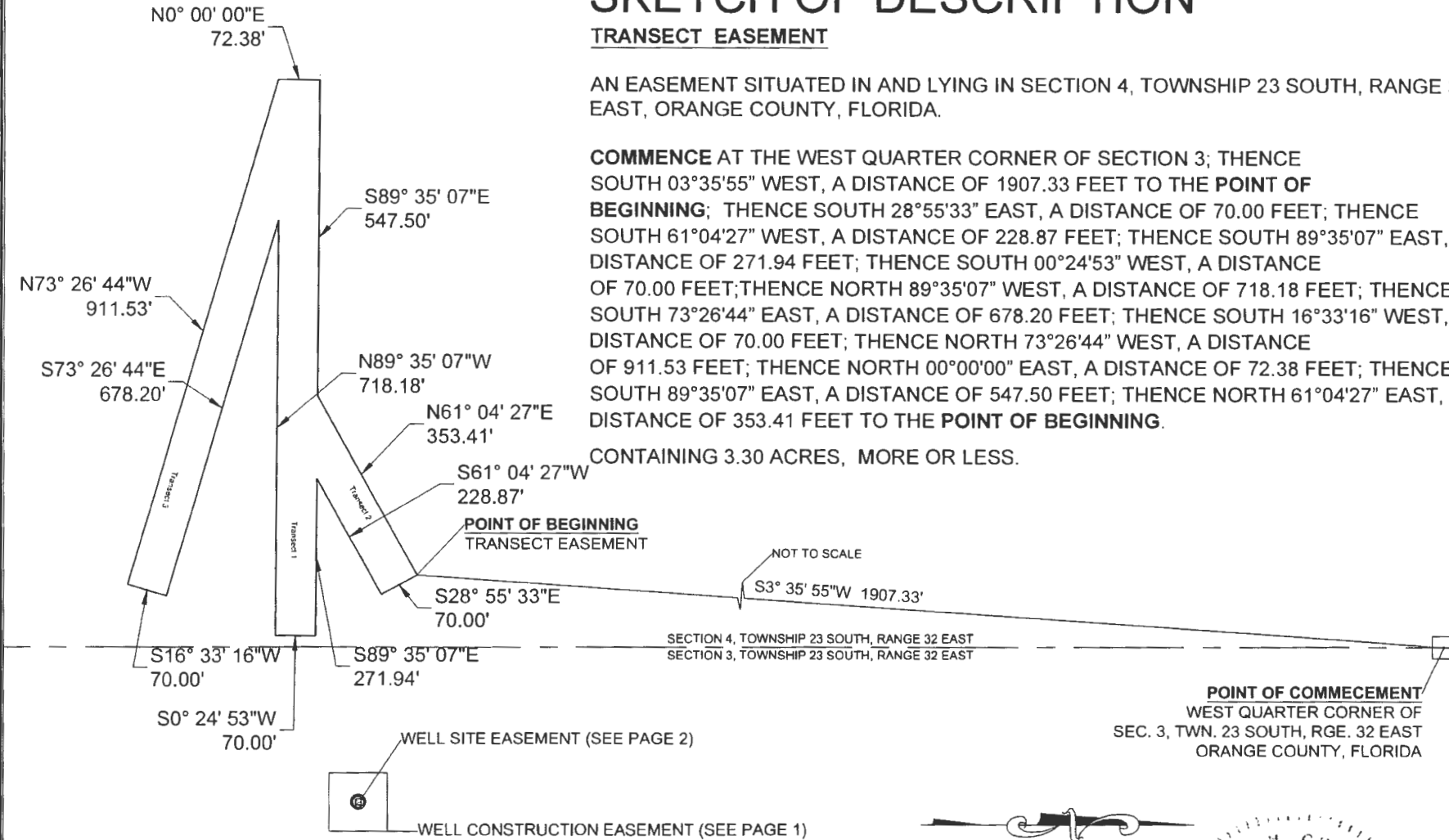
SKETCH OF DESCRIPTION

TRANSECT EASEMENT

AN EASEMENT SITUATED IN AND LYING IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 3; THENCE SOUTH 03°35'55" WEST, A DISTANCE OF 1907.33 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 28°55'33" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 61°04'27" WEST, A DISTANCE OF 228.87 FEET; THENCE SOUTH 89°35'07" EAST, A DISTANCE OF 271.94 FEET; THENCE SOUTH 00°24'53" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 89°35'07" WEST, A DISTANCE OF 718.18 FEET; THENCE SOUTH 73°26'44" EAST, A DISTANCE OF 678.20 FEET; THENCE SOUTH 16°33'16" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 73°26'44" WEST, A DISTANCE OF 911.53 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 72.38 FEET; THENCE SOUTH 89°35'07" EAST, A DISTANCE OF 547.50 FEET; THENCE NORTH 61°04'27" EAST, A DISTANCE OF 353.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.30 ACRES, MORE OR LESS.



- NOTES:
1. ALL BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, PER THE NORTH AMERICAN DATUM OF 1983, UNITS ARE U.S. SURVEY FEET.
 2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGE FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
 3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY, AND HAS NOT BEEN FIELD VERIFIED.
 4. SOURCE OF INFORMATION: CCR# 084955, ORANGE COUNTY, FLORIDA

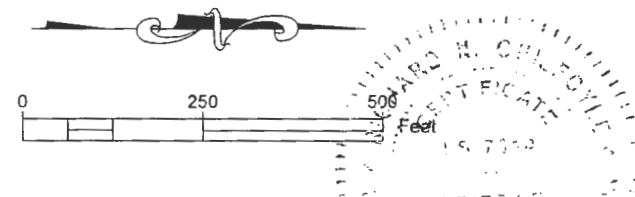


EXHIBIT "A" (Page 3 of 3)

| | | | |
|---|-------------------------|---------------------------|---------------------|
| ST. JOHNS RIVER WATER MANAGEMENT DISTRICT | | | |
| DATE DRAWN 9/29/2021 | FIELD WORK DATE NONE | FIELD BOOK & PAGE NONE | |
| DRAWN BY RG | CHECKED BY RG | APPROVED BY RC | SCALE: 1" = 250' |

MOA ORANGE COUNTYCFWM HAL SCOTT PRESERVE
SECTIONS 3 & 4, TOWNSHIP 23 SOUTH, RANGE 32 EAST
ORANGE COUNTY, FLORIDA.

| REVISION DATE | DESCRIPTION | WORK ORDER NUMBER |
|---------------|-------------|-------------------|
| | | |
| | | |

EDWARD W. CHILES
Professional Surveyor
FLORIDA LICENSE NO. 7014
DATE 9-30-21

SALE NAME:
7280 21.dwg
WORK ORDER NO:
7280 21
SHEET
3 of 3

Exhibit B

From: [Brent Bachelder](#)
To: [Cindy Hair](#)
Cc: [Graham Williams](#); [Peter Henn](#); [Erich Marzolf](#); [Brian Emanuel](#)
Subject: CFWI Hal Scott Preserve
Date: Friday, July 9, 2021 12:19:28 PM
Attachments: [CFWI 2021.06.23 Request Form.pdf](#)
[Re CFWI monitoring well and transects in Hal Scott Preserve.msg](#)
[image003.png](#)

Hi Cindy,

The 2013 Hal Scott Regional Preserve and Park Land Management Plan has been reviewed for any conditions that prohibit the activities outlined in the attached Central Florida Water Initiative Request for Easement or Permissive Use Agreement. It does not appear the activities outlined in the attached Request conflict with any portion of the Land Management Plan.

Please let me know if I can provide any additional information.

Sincerely,

Brent Bachelder

Brent Bachelder

Land Resource Specialist

Bureau of Land Resources

St. Johns River Water Management District

P.O. Box 1429 • Palatka, FL 32178-1429

Office: 386-643-1973

Email: bbachelder@sjrwmd.com

Website: www.sjrwmd.com

Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit