



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

DATE: June 22, 2023

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

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

FROM: Sara Solomon, Senior Title Examiner *SS/MTC.*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of License Agreement by and between Orange County and St. Johns River Water Management.

PROJECT: Orlo Vista Monitoring Wells

District 6

PURPOSE: To provide access for installation and monitoring of ground water wells.

ITEM: License Agreement
Revenue: None/Donation
Size: 40,000 square feet (more or less)
Term: Five years
Two five-year automatic renewals
Options: Additional five-year terms upon mutual agreement by
the parties.

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division

REMARKS: St. Johns River Water Management District will install and monitor ground water wells at Orlo Vista Park, as a part of the Central Florida Water Initiative. The data collected will aid in monitoring and assessing water resources.

JUL 11 2023

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of this 11 day of July, 2023 (“Effective Date”), by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the “County”), and ST. JOHNS RIVER WATER MANAGEMENT, a public body existing under Chapter 373, Florida Statutes (“Licensee” or “District”), whose address is 4049 Reid Street, Palatka, Florida, 32177.

RECITALS

- A. County has an undivided interest in that certain property bearing Parcel Identification Number 25-22-28-0354-06-120 (the “Property”).
- B. Licensee 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. Licensee and County desire to use the portion of the Property more particularly described on (Exhibit “A”) attached to this License (the “Parcel”) for the construction, operation, and maintenance of up to three (3) monitoring wells and related telemetry and solar equipment, and for quarterly collection of ground water data from the wells via access through county property, for the purpose of conducting the foregoing activities. The data collected from the monitoring well and wetland transects will be used by Licensee and CFWI in monitoring and assessing water resources.
- D. Licensee will access the Property via parcel 25-22-28-0000-00-034 (Exhibit “B”), with an access easement between Licensee and Board of Trustees of the Internal Improvement Trust Fund (TIITF), which owns the parcel.
- E. County has entered into a 99-year Lease Agreement dated June 14, 1977 (Exhibit “C”), with TIITF for use of the TIITF parcel.

NOW THEREFORE, in consideration of use of the Property, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.

2) Term. The Term of this Agreement shall commence on the Effective Date and shall have an initial term of five (5) years. This Agreement shall automatically renew for two (2) additional five-year terms. Thereafter, the Agreement may be further renewed for additional five (5) year terms upon written approval by both parties hereto. The Manager of the County’s Real Estate Management Division shall have the authority to exercise and approve this renewal option.

3) Use. During the Term of this Agreement, Licensee shall have the non-exclusive right of access over and through the Property for the construction, operation, and maintenance of

up to three (3) monitoring wells, related telemetry, solar equipment, and the quarterly collection of ground water data from the wells. There is no fee for the Licensee's use of the Property during the Term. Licensee shall observe and comply with all applicable Federal, State, and local rules, orders, laws and regulations pertaining to the use of the Property.

4) Possession. Licensee shall have, hold, and enjoy non-exclusive use of the Property and all rights granted the County by this Agreement. County reserves the right to use the Property for all other purposes. Upon termination of this Agreement, Licensee agrees to cease use of the Property and remove all equipment and restore the parcel to the condition prior to the use of the Property. This Agreement does not convey any easement or other property rights to the Licensee, but merely grants a permissive license for access and use of the Property during the Term of this Agreement.

5) Indemnity 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. Licensee shall acquire and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations. Prior to constructing the wells, Licensee shall require its water well contractor to name the County as an additional insured on its insurance policy. Additionally, Licensee shall include the following requirement in its contract for well drilling services:

The contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work.

6) Hazardous Waste and Materials. Licensee, its employees, agents, Licensees, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on the Property. The Licensee shall include the following requirement in its contract for the well drilling services:

LAND AND WATER RESOURCES. Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

7) Default and Assignment. It is agreed between the parties hereto that if Licensee shall default and breach any other covenant or provision of this Agreement, then the County, after giving Licensee twenty (20) days prior written notice of such default and an opportunity to cure, may terminate this Agreement and thereafter the Licensee will cease use of the County Property. Neither party may assign its rights hereunder, or as hereinafter granted pursuant to the provisions hereof, in whole or in part, without the prior written consent of the other party.

8) Termination; Removal of Wells.

a. This Agreement may be terminated at any time by mutual written consent of both parties hereto.

b. Either party may terminate this Agreement at any time by providing to the other party no less than one hundred twenty (120) days advance, written notice.

c. Prior to termination or expiration of this Agreement, Licensee shall have completed removal of all materials, including, without limitation, concrete pads and other fixtures, related to the purpose of this Agreement, and have filled in and capped the wells in accordance with the requirements of Chapter 40C-3, F.A.C. ("Removal"); provided, however, in the event the County elects to terminate this Agreement prior to the expiration of this Agreement, Licensee shall have one hundred twenty (120) days from the date of the notice of early termination to complete the Removal. Such Removal shall, at a minimum, include cutting off all well casings at least five (5) feet below land surface and backfilling and grading the spaces with natural materials. If the Licensee fails to complete the Removal prior to termination of this Agreement, the County may, at its own option, perform the Removal and the Licensee shall be immediately liable for, and shall immediately reimburse the County for, all costs and expenses incurred by the County in performing such Removal.

d. Notwithstanding subsection c., at the termination of this Agreement, the County shall be entitled to assume ownership of the wells at no cost to the County by giving written notification to the Licensee no later than the date of termination. In the event the County exercises this right, the Licensee shall be relieved of the obligation to remove the well and the County shall assume all rights, obligations, and liabilities associated with the wells that arise on or after the date the County exercises this right.

9) Restoration. Licensee shall be responsible for the complete restoration of any portion of the Property affected by Licensee pursuant to this Agreement to the same condition it was in immediately prior to Licensee's use. If Licensee fails to restore the Property within one hundred twenty (120) days of the County's request, the County may restore it to its original condition and the Licensee shall immediately reimburse the county for all costs and expenses incurred by the County in making such restoration. This provision shall survive the termination of this Agreement.

10) Attorneys' Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such

attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearing's, or in administrative, bankruptcy, or reorganization proceedings.

11) Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and U.S. First Class Mail; addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) three (3) days after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested and U.S. First Class Mail, or (ii) upon hand-delivery to the appropriate address as follows:

As to County: Orange County Administrator
P.O. Box 1393
Orlando, Florida 32802-1393

With Copy to: Orange County
Parks & Recreation Division
Alicia M. Baxter, Program Manager
Address: 4801 West Colonial Drive
Orlando, Florida 32808
(407) 836-6205

As to Licensee: St. Johns River Water Management District
Real Estate Services Director

Address: 4049 Reid Street/Highway 100 West
Palatka, Florida 32177
(386) 329-4500

13) Applicable Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

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

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

16) Effective Date. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the County or the Licensee has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF, the County and Licensee have hereunto set their hands and seals as of the dates written below.

“COUNTY”



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

DATE: *11 July 2023*

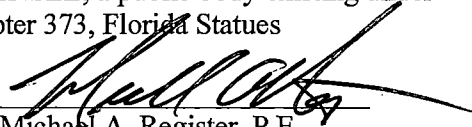
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Craig A. Stopyra*
for Deputy Clerk

Craig A. Stopyra
Printed Name

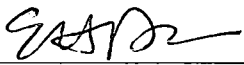
LICENSEE

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

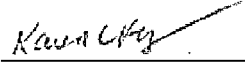
BY: 
Michael A. Register, P.E.
Executive Director

Date: May 22, 2023

ATTEST:

By: 
Erin Preston, 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

CONSTRUCTION ACCESS EASEMENT

A 10-FOOT-WIDE EASEMENT FOR INGRESS AND EGRESS LYING FIVE FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE SITUATED IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°01'10" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 634.95 FEET; THENCE SOUTH 89°29'36" EAST, DEPARTING SAID WEST SECTION LINE, A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH POWERS DRIVE AND THE SOUTH LINE OF OFFICIAL RECORDS BOOK 9486, PAGE 1454; THENCE CONTINUE SOUTH 89°29'36" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 539.15 FEET TO THE **POINT OF BEGINNING** LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 34.69 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°41'13", AN ARC DISTANCE OF 30.08 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°02'57" WEST, 29.15 FEET ; THENCE SOUTH 85°35'47" WEST, A DISTANCE OF 62.92 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 44.35 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°39'36", AN ARC DISTANCE OF 83.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°27'22" WEST, 71.60 FEET; THENCE NORTH 10°22'26" EAST, 77.42 FEET TO THE **POINT OF TERMINUS**.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT SHOULD BE LENGTHENED OR SHORTENED TO CONNECT THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9486, PAGE 1454 WITH THE SOUTHWESTERLY BOUNDARY LINE OF THE TEMPORARY CONSTRUCTION EASEMENT.

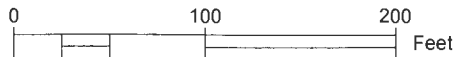
CONTAINING 0.12 ACRES (5236.60 SQUARE FEET), MORE OR LESS.

TEMPORARY CONSTRUCTION SITE EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°01'10" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 634.95 FEET; THENCE SOUTH 89°29'36" EAST, DEPARTING SAID WEST SECTION LINE, A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH POWERS DRIVE AND THE SOUTH LINE OF OFFICIAL RECORDS BOOK 9486, PAGE 1454; THENCE CONTINUE SOUTH 89°29'36" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 539.15 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 34.69 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°41'13", AN ARC DISTANCE OF 30.08 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°02'57" WEST, 29.15 FEET ; THENCE SOUTH 85°35'47" WEST, A DISTANCE OF 62.92 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 44.35 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°39'36", AN ARC DISTANCE OF 83.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°27'22" WEST, 71.60 FEET; THENCE NORTH 10°22'26" EAST, 77.42 FEET; THENCE NORTH 57°24'47" WEST, 51.36 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 32°35'13" EAST, 200.00 FEET; THENCE SOUTH 57°24'47" EAST, 200.00 FEET; THENCE SOUTH 32°35'13" WEST, 200.00 FEET; THENCE NORTH 57°24'47" WEST, 200.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.92 ACRES (40,000 SQUARE FEET), MORE OR LESS.



LEGEND:

CHANGE IN DIRECTION
NOT TO SCALE



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. SOURCES OF INFORMATION: CCR# 066286, 066287, 066291, 066322, & PLAT BOOK "N", PAGE 54, ORANGE COUNTY, FLORIDA.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1429 PALM AKA, FLORIDA			
DATE DRAWN 2-23-2023	FIELD WORK DATE NONE	FIELD BOOK & PAGE NONE	
DRAWN BY RS	CHECKED BY RG	APPROVED BY RG	SCALE: 1" = 100'

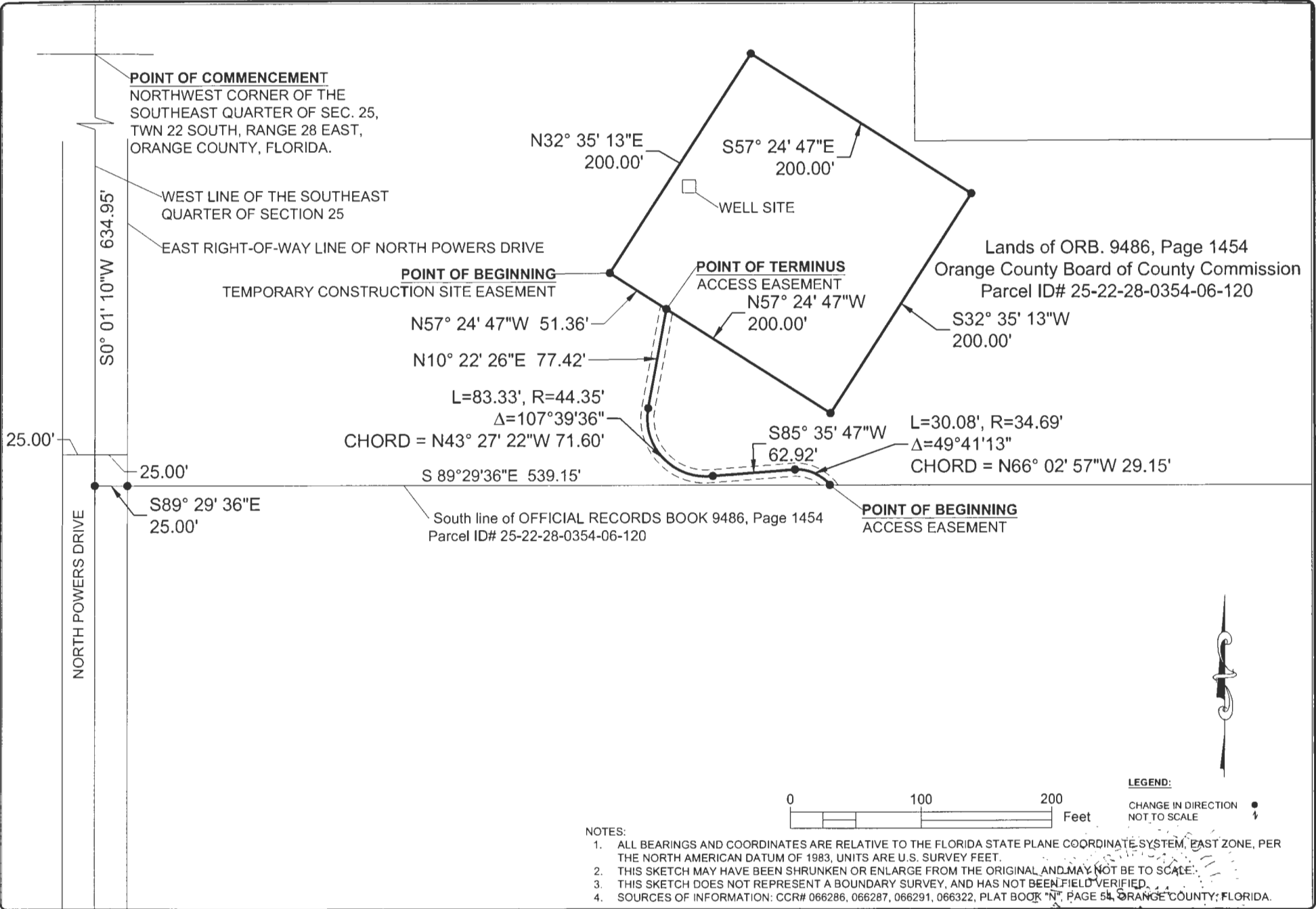
ORLO VISTA DOWN MONITORING WELL CONSTRUCTION EASEMENT
SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

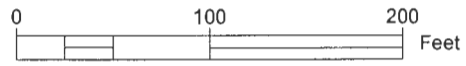
SURVEYOR CERTIFICATION	
	Professional Seal No. 1014
FLORIDA LICENSE NO.	DATE 2-27-23

FILE NAME: 7546-22c.dwg
WORK ORDER NO: 7546-22
SHEET 1 of 4

EXHIBIT "A" PAGE 1 OF 4



LEGEND:
 CHANGE IN DIRECTION NOT TO SCALE



- 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. SOURCES OF INFORMATION: CCR# 066286, 066287, 066291, 066322, PLAT BOOK "N", PAGE 54, ORANGE COUNTY, FLORIDA.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 P.O. BOX 1429 PALMATA, FLORIDA

DATE DRAWN 2-23-2023	FIELD WORK DATE NONE	FIELD BOOK & PAGE NONE
DRAWN BY RH	CHECKED BY RG	APPROVED BY RG
SCALE 1" = 100'		

ORLO VISTA DOWN MONITORING WELL CONSTRUCTION EASEMENT
 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION

Professional Surveyor
 Florida License No. 7014
 DATE 2-27-23

FILE NAME:
7546-22c.dwg

WORK ORDER NO.:
7546-22

SHEET:
2 of 4

SKETCH OF DESCRIPTION

MONITORING WELL ACCESS EASEMENT

A 10-FOOT-WIDE EASEMENT FOR INGRESS AND EGRESS LYING FIVE FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE SITUATED IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°01'10" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 634.95 FEET; THENCE SOUTH 89°29'36" EAST, DEPARTING SAID WEST SECTION LINE, A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH POWERS DRIVE AND THE SOUTH LINE OF OFFICIAL RECORDS BOOK 9486, PAGE 1454; THENCE CONTINUE SOUTH 89°29'36" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 539.15 FEET TO THE **POINT OF BEGINNING** LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 34.69 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°41'13", AN ARC DISTANCE OF 30.08 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°02'57" WEST, 29.15 FEET ; THENCE SOUTH 85°35'47" WEST, A DISTANCE OF 62.92 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 44.35 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°39'36", AN ARC DISTANCE OF 83.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°27'22" WEST, 71.60 FEET; THENCE NORTH 10°22'26" EAST, 168.30 FEET TO THE **POINT OF TERMINUS**.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT SHOULD BE LENGTHENED OR SHORTENED TO CONNECT THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9486, PAGE 1454 WITH THE SOUTH BOUNDARY LINE OF THE MONITORING WELL EASEMENT.

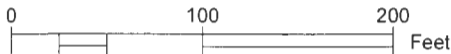
CONTAINING 0.23 ACRES (10233.38 SQUARE FEET), MORE OR LESS.

MONITORING WELL SITE EASEMENT

AN EASEMENT SITUATED IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.002 ACRES (100 SQUARE FEET), MORE OR LESS.



LEGEND:

CHANGE IN DIRECTION ●
NOT TO SCALE

NOTES:

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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FLORIDA			
DATE DRAWN 12-14-2022	FIELD WORK DATE NONE	FIELD BOOK & PAGE NONE	
DRAWN BY RG	CHECKED BY RG	APPROVED BY RG	SCALE 1" = 100'

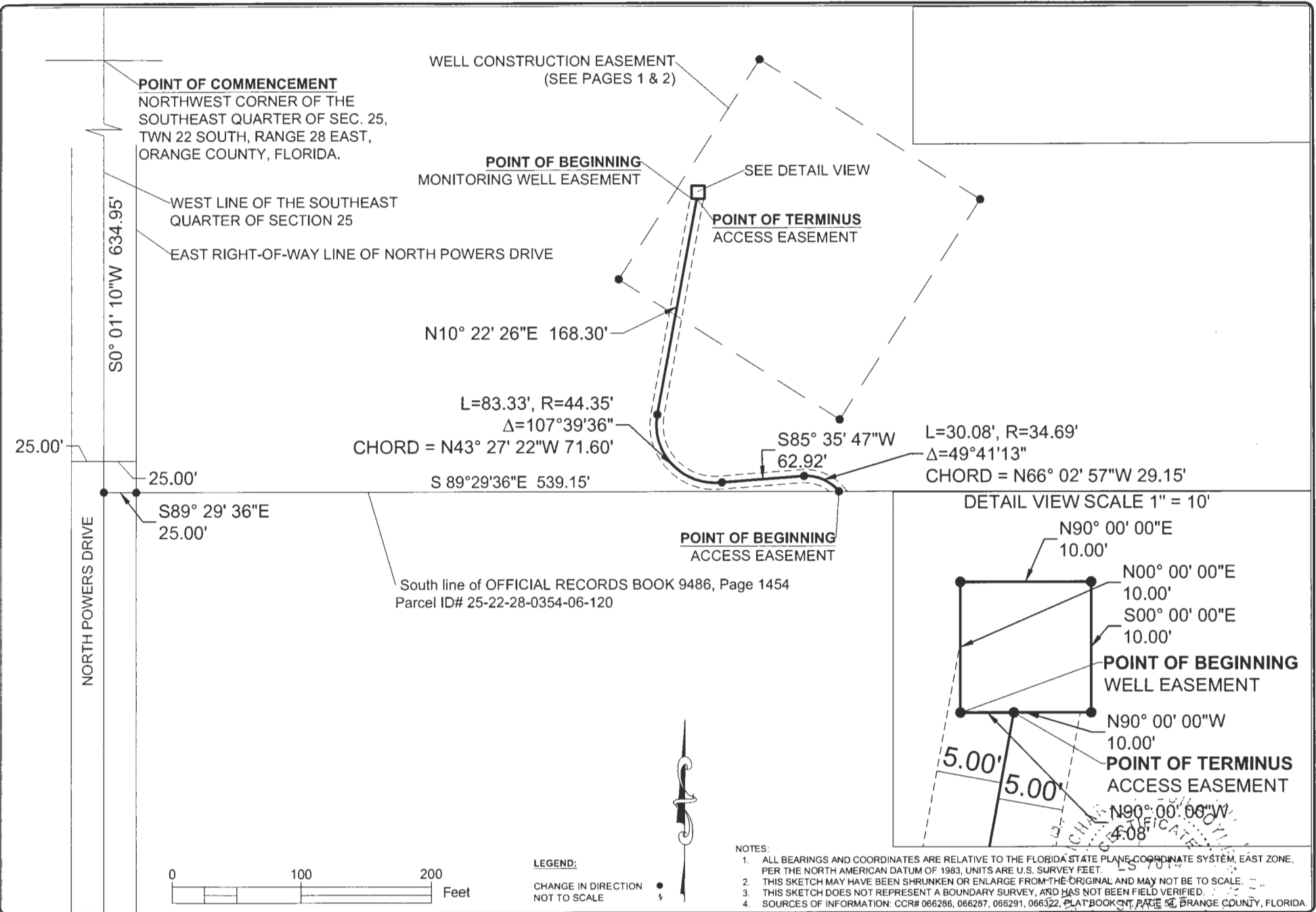
ORLA VISTA DOWN MONITORING WELL EASEMENT
SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION	
<i>[Signature]</i>	
Professional Surveyor - Florida	FLORIDA LICENSE NO. 227-23
DATE	2-27-23

FILE NAME: 7546-22c.dwg
WORK ORDER NO.: 7546-22
SHEET: 3 of 4

EXHIBIT "A" PAGE 3 OF 4



ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
P.O. BOX 1429 PALATKA, FLORIDA

DATE DRAWN: 12-23-2022
FIELD WORK DATE: NONE
FIELD BOOK & PAGE: NONE

DRAWN BY: RT
CHECKED BY: RG
APPROVED BY: RG
SCALE: 1" = 100'

ORLA VISTA DOWN MONITORING WELL EASEMENT
SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION

[Signature]
Professional Surveyor
FLORIDA LICENSE NO. 704
DATE: 2-27-23

FILE NAME: 7546-22c.dwg
WORK ORDER NO.: 7546-22
SHEET: 4 of 4

AERIAL VIEW ONLY



Board of Trustees Internal Improvement Fund
 TIIF
 Parcel ID: 25-22-28-0000-00-034

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FLORIDA			
DATE DRAWN: 12-15-2022	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	SCALE: 1" = 100'

ORLA VISTA DOWN MONITORING WELL AERIAL
 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	WORK ORDER NUMBER

SURVEYOR CERTIFICATION:	
Professional Surveyor & Mapper	
FLORIDA LICENSE NO.	
DATE:	

FILE NAME: 7549-22.dwg
WORK ORDER NO.: 7549-22
SHEET: AERIAL

EXHIBIT C
LEASE AGREEMENT

COMMERCIAL
MAY 17 1977

No. _____

Management Project No. 100

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund by virtue of Section 253.03, Florida Statutes, as amended by Chapter 67-269 and as further amended by Chapter 67-2236, both acts of 1967, Laws of Florida, holds title to certain lands and property for the use and benefit of the State of Florida, and

WHEREAS, the State of Florida Department of Natural Resources by formal action on June 15, 1976 authorized and requested the said Trustees to enter into an agreement with the Orange County _____, to permit certain uses of and activities on the lands and properties hereinafter described for the purpose of preserving, developing, operating and maintaining said lands and property for outdoor recreational, park, conservation and related purposes.

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, as LESSOR, and Orange County _____, as LESSEE.

W I T N E S S E T H:

The parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained, do hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described parcels of land, situate in Orange County, Florida, viz:

(See Exhibit A - Attached)

TO HAVE AND TO HOLD the above described land for a period of ninety-nine (99) years from the date hereof, for the purpose of preserving, developing, improving, operating, maintaining and otherwise managing said land for public outdoor recreational, park, conservation and related purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the

has herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This agreement is for the specific purpose of public outdoor recreational, park, conservation and related purposes, and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described.

5. The lessee agrees to give advanced written notice to the Director, Division of Recreation and Parks, of any agreement and/or sublease, for review and written approval by the Division, before any such agreement and/or sublease is executed.

6. The lessor or its duly authorized agent shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund and/or the State of Florida from any and all claims, actions, lawsuits, and demands of any kind or nature arising out of this agreement.

8. This agreement is subject, however, to the reversion to the Board of Trustees of the Internal Improvement Trust Fund of the lands described herein and the cessation and termination of this lease when, in the opinion of the State of Florida Department of Natural Resources, Division of Recreation and Parks, said lands are not utilized for the purpose outlined in this lease; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly, and entirely by the lessee.

9. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

10. This agreement is executed in duplicate, each copy of

which shall for all purposes be considered original.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 14th day of June, A. D. 1977, and the State of Florida Department of Natural Resources, an agency of the State of Florida, have hereunto set their hands and official seal at Tallahassee, Florida, this ___ day of _____, 19__.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

BY: Herman W. Shill
Executive Director, Department of
Natural Resources,
Agent for the Board of Trustees of
the Internal Improvement Trust Fund,
authorized to execute this instrument
for and on its behalf pursuant to
Section 253.431, Florida Statutes,
and resolutions recorded in its
minutes of July 1, 1975 and
November 4, 1975.

(SEAL)

An Agency of the State of Florida

Jack Martin
Chairman Board of County Commissioners

Director

This instrument prepared by:

Approved as to form and legality by:

A. F. Tolius
A. F. Tolius
Division of Recreation and Parks
Tallahassee, Florida

Jack W. Pierce
Jack W. Pierce, Attorney
Department of Natural Resources
Tallahassee, Florida

Exhibit A

Orlo Vista Park

No. _____

Management Project No. 100

The following described land, situate, lying and being in the
County of Orange, State of Florida, to-wit:

The S 1/2 of NW 1/4 of the SE 1/4 of Section 25,
Township 22 South, Range 28 East, less the W 150
feet of the South 150 feet of the East 670.55 feet
thereof and less the W 30 feet for right-of-way,
Orange County, Florida, being approximately 18.4
acres.

Lo Dep

Standard Gas Code

A motion was made by Commissioner Martin, seconded by Commissioner Arthur, and carried, that the Board take the proposed revisions to the Gas Code off the table for consideration.

After a brief discussion, the following action was taken:

Upon motion by Commissioner Martin, seconded by Commissioner Arthur, and carried, the Board adopted the following revisions to the Standard Gas Code, same to become effective September 1, 1976:

Section 110, Paragraph "a" be amended to read as follows:

No person shall install a gas conversion burner, floor furnace, central heating and air conditioning unit, vented wall furnace, water heater, boiler, incinerator, consumers' gas piping, LP Gas storage containers, natural gas storage containers and associated equipment connected to consumers' gas piping, or convert existing piping to utilize fuel gas without first obtaining a permit to do such work; however, permits will not be required for setting or connecting other gas appliances, or for the repair of leaks in house piping.

Section 113, Paragraph "a" be amended to read as follows:

The total fees for the installation of LP Gas storage containers above 40 lb. gas capacity, natural gas and associated equipment connected to consumers' gas piping at one location (including both rough and final piping inspection) shall be \$7.50 for one to five outlets, inclusive, and \$1.50 for each outlet over five.



Orlo Vista Park Site

Upon motion by Commissioner Thomas, seconded by Commissioner Benham, and carried, the Board authorized the purchase of the Orlo Vista Park site.

See attached

Board of Zoning Adjustment Changes

Being aware of the right of any aggrieved party to appeal their decision, Commissioner Benham moved that the Board approve all the recommendations made by the Board of Adjustment relative to hearings held on August 5, 1976 with the exception of Items 6 and 13.

The motion was seconded by Commissioner Thomas, and carried.

Appeal - Planning and Zoning

Notice having been given that the Board of County Commissioners would sit as a Board of Appeal at 12:15 P. M. to hear those for or against the action of the Planning and Zoning Commission under date of July 15th on application by Allen Eugene Wadkins for a change of zoning from R-1 to A-1 on property located on the east side of Ring Road 1/10 mile south of Old Winter Garden Road, or 211 Ring Road, the hour having arrived, the Chairman called the hearing to order.

1050786 ORANGE CO. FL Nov 24

PH 26 C.A. 2743 r1327

WARRANTY DEED FROM CORPORATION

ORANGE COUNTY, FL

Manufactured and for sale by The H. B. S. Deed Company Jacksonville, Florida

This Warranty Deed made and executed the 7th day of October A.D. 1976 by

ORLANDO GAME CLUB, INC.

a corporation existing under the laws of Florida, and having its principal place of business at

hereinafter called the grantor, to STATE OF FLORIDA, BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND,

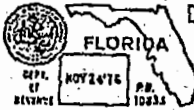
whose postoffice address is Elliot Building, Tallahassee, Florida 32304

hereinafter called the grantees:

(Whoever and how the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, all that certain land situate in Orange County, Florida, viz:

The S 1/2 of NW 1/4 of the SE 1/4 of Section 25, Township 23 South, Range 28 East, less the W 150 feet of the South 150 feet of the East 670.55 feet thereof and less the W 30 feet for right-of-way, Orange county, Florida, being approximately 10.4 acres.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except ad valorem taxes for 1976 and subsequent years.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

CORPORATE SEAL

JACK E. BARNETT Secretary

ORLANDO GAME CLUB, INC., a Florida corporation

Lessa Rojas

Pauline V. Barnett President

Hedy Morris

RECORDED & RECORD VERIFIED

STATE OF TENNESSEE COUNTY OF GIBSON County Comptroller, Orange Co. Fla.

I HEREBY CERTIFY that on this day, before me, all matters duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

PAULINE V. BARNETT and JACK E. BARNETT

well known to me to be the President and Secretary respectively of the corporation named in the foregoing deed; and that they severally acknowledged executing the same in the presence of two subscribing witnesses, both of whom

under authority duly vested in them to and whom I am qualified to see, and that the seal affixed thereto is the true corporate seal of said corporation;

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of October 1976.

THIS INSTRUMENT WAS PREPARED BY

STEVEN R. BESHELE

Caroleen J. ... Notary Public My commission expires 7-17-77

State of Florida



Governor
BRUCE A. SMITHERS
Secretary of State
ROBERT L. SHEVIN
Attorney General
GERALD A. LEWIS
Comptroller
PHILIP F. ASHLER
Treasurer
DOYLE CONNER
Commissioner of Agriculture
RALPH D. TURLINGTON
Commissioner of Education

DEPARTMENT OF NATURAL RESOURCES

HARMON W. SHIELDS
Executive Director

CROWN BUILDING / 202 BLOUNT STREET / TALLAHASSEE 32304

ORLO VISTA PARK
UNRECORDED

June 15, 1977

Mr. Scott Henderson, Planner
Orange Co. Planning Department
Post Office Box 1393
Orlando, Florida 32801

FILE MDD 708-00050
SEE TA 0000-00034 (25-22-28)
+
OR 2743 / 1327

Dear Scott:

Enclosed is one fully executed agreement of the Orlo Vista Park lease.

Please forward a status report for the project development phase.

I received your letter notifying us of Mr. Steve Holly's appointment as liaison officer for the Florida Boating Improvement Program. We will change our records to reflect this.

Sincerely,

PERMANENT FILE

Lonnie L. Ryder
(sm)

Lonnie L. Ryder
Grants Coordinator
Bureau of Plans, Programs,
and Services
Division of Recreation
and Parks

LLR/jm
Enclosure

JFB

OR