

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
WELL MONITORING LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this _____ day of _____, 2012, by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LICENSOR", and the CITY OF LEESBURG, Florida, hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, LICENSOR is the fee simple owner of certain real property located in Lake 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 only for the purpose of constructing, operating and maintaining scientific equipment to be used for collecting hydrological and other scientific data; and

WHEREAS, LICENSOR is desirous of granting to LICENSEE a license for the aforementioned purpose.

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 to LICENSEE, its agents, representative and employees the right, privilege, permission and license to utilize the property described in Exhibit "A", hereinafter referred to as "License Area", to locate, construct, install, operate, inspect, alter, improve, maintain, repair, remove, and rebuild scientific equipment, for research and scientific purposes on, upon, and across said License Area; and ingress to and egress from said License Area for the purpose of exercising the rights, privileges, and license granted herein.

2. This License is granted for a term of five years from the date written above unless or until sooner terminated by LICENSOR or LICENSEE giving sixty days written notice to the other party of intention so to terminate.
3. LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights granted to LICENSEE.
4. LICENSEE agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Area, by virtue of this License Agreement or its occupancy or use hereunder.
5. In consideration of the privileges herein granted, LICENSEE will not claim any damages from LICENSOR in connection with or on account of any injuries or damages arising in or on the License Area while being used by LICENSEE and its agents, representatives and employees. LICENSEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S., and shall be responsible for the acts or omissions of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property. LICENSOR does not warrant or represent that the License Area is safe or suitable for the purpose for which LICENSEE is permitted to use it, and LICENSEE assumes all risks in its use.
6. Prior to initial use of License Area by LICENSEE, LICENSEE shall give the State of Florida Department of Transportation, hereinafter referred to as "managing agency," at least forty-eight hours notification.
7. LICENSEE shall contact the Florida Geological Survey prior to drilling and shall submit well cuttings for the state repository if requested.
8. LICENSEE will provide copies of the monitoring results, as they become available, to the managing agency.

9. LICENSEE shall not allow the general public to access, utilize or go upon the License Area.
10. Clearing vegetation during installation or removal of the monitoring equipment without the consent and supervision of the managing agency is prohibited.
11. Upon termination of this License Agreement, LICENSEE shall, at LICENSEE'S sole cost and expense, remove all equipment, accessories, and material owned by LICENSEE from the License Area. Upon abandonment, each well will become a fixture on the well site which the LICENSEE will plug pursuant to Rule 40C-3.53, F.A.C., and LICENSEE will restore said License Area to as good a condition as it was before LICENSEE entered upon it. LICENSEE will complete said removal, plugging, and restoration within sixty days of the date upon which LICENSEE ceases its operations on the License Area.
12. Should LICENSOR elect to maintain one or more wells for its own use upon abandonment of any well by LICENSEE, the well(s) will remain unplugged and LICENSOR thereafter agrees to assume full responsibility for same.
13. The installation and removal of the monitoring well materials as well as restoration of the sites will be done under the supervision of the managing agency. Prior to installation of the well(s), LICENSEE shall obtain the written consent of the State of Florida Department of State, Division of Historical Resources.
14. The License herein granted is subject to revocation by the LICENSOR if the License Area is not utilized for the purpose outlined in this License Agreement or if there is a change in ownership of the License Area.
15. This License Agreement is personal to LICENSEE and may not be assigned or transferred, without prior written approval of LICENSOR.

16. This License 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 hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.

17. For purposes of this License Agreement, all notification shall be provided as follows:

LICENSOR: Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida
c/o State of Florida Department of
Environmental Protection, Division of State Lands
Bureau of Public Land Administration, M.S. 130
3800 Commonwealth Boulevard
Tallahassee, FL 32399-3000

LICENSEE: City of Leesburg, Florida
Post office Box 490630
Leesburg, Florida 34749-0630

MANAGING AGENCY: State of Florida Department of Transportation
Leesburg Operations
1405 Thomas Avenue
Leesburg, Florida 34748

18. The following special conditions shall apply to this License Agreement:

a. The License Area will not exceed 3,517 square feet in size.

b. Well construction per well will not exceed twenty-one days without the written consent of the managing agency.

c. If fencing is needed, LICENSEE shall install and maintain fencing at LICENSEE'S sole cost and expense. Fencing shall not exceed eight feet in height. LICENSEE shall provide to LICENSOR a set of keys to all fence gates.

d. LICENSOR shall not physically disturb the well casings or covers (water meter boxes) in any way without prior approval from LICENSEE.

e. Prior to entering the License Area, LICENSEE shall contact the managing agency.

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

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

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LICENSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

CITY OF LEESBURG, FLORIDA

Witness

By: _____ (Seal)

Print/Type Witness Name

Print/Type Name

Witness

"LICENSEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as _____, of the City of Leesburg. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
City Attorney

Description (written by Surveyor at client's request) :

A portion of the NE 1/4 of the SE 1/4 of Section 16, Township 19 South, Range 24 East, Lake County, Florida being more particularly described as follows:

Commence at the Southeast corner of said NE 1/4 of the SE 1/4 of Section 16, Township 19 South, Range 24 East, Lake County, Florida thence N 00°55'14" E a distance of 423.74 feet along the East line of said NE 1/4 of the SE 1/4; thence departing said East line N 89°04'46" W a distance of 584.37 feet to the Point of Beginning; thence S 51°09'09" E a distance of 20.00 feet; thence S 38°50'51" W a distance of 180.2 feet more or less to a point on the waters edge of a lake; thence Northwesterly along said waters edge to a point that bears S 38°50'51" W from the Point of Beginning; thence leaving said waters edge N 38°50'51" E a distance of 170.9 feet more or less to the Point of Beginning.

Containing 3,517 square feet or 0.08 acres more or less.

BSM APPROVED
By MM Date 4-11-12