



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

KEVIN J. THIBAUT
SECRETARY

August 2, 2019

South Florida Water Management District
Attention: Bureau Chief – Water Supply
3301 Gun Club Road
West Palm Beach, Florida 33406

Subject: Right of Access and Use, Release and Hold Harmless Agreement

Item/Seg. No.: 427369-3
S.R. No.: 997 (Krome Avenue)
Managing District: Six
County: Miami-Dade
Parcel No.: Acquisition Parcel 108

Enclosed please find for your records an original fully executed Right of Access and Use, Release and Hold Harmless Agreement between the Florida Department of Transportation and South Florida Water Management District (SFWMD) and the United States Geological Survey (USGS).

The effective date of this Agreement is for 20 years commencing with the date in which the monitoring well was installed, March 29, 2018.

If you have any questions, please, do not hesitate to contact Maria A. Llanes, Property Management Agent, at (305) 470-5155 or via email at Maria.Llanes@dot.state.fl.us.

Respectfully,



Milady Cernuda
Property Management Administrator/
Operations

c: Mark R. Dickman, USGS

State of Florida Department of Transportation
RIGHT OF ACCESS AND USE
RELEASE AND HOLD HARMLESS AGREEMENT

Item/Seg No. : 427369-3
S.R. No. : 997
County : Miami-Dade
Managing District : Six
Acquisition Parcel : 108

THIS RIGHT OF ACCESS AND USE RELEASE AND HOLD HARMLESS AGREEMENT ("Agreement"), made and entered on the 25th day of July, 2019 by and between the State of Florida Department of Transportation, (the "DEPARTMENT"), and South Florida Water Management District ("SFWMD") and the United States Geological Survey ("USGS"), an agency of the United States Department of Interior and, collectively referred to as the "Parties".

WHEREAS, the Department has a project underway known as the Krome Avenue Reconstruction Project, FM No. 427369-3 KROME AVENUE FROM SW 184 STREET TO 136 STREET (the "FDOT Project"); and

WHEREAS, the construction of the roadway improvements required the relocation of one SFWMD monitoring well ("Relocation Work"), identified as Monitoring Well G-757AR ("Monitoring Well"), and the Department requested and SFWMD agreed to undertake the Relocation Work under a Department Funded Agreement, Contract No. G0T16; and

WHEREAS, the SFWMD and USGS, for the purpose of collecting groundwater level data from the Biscayne Aquifer, installed the Monitoring Well on March 22, 2018 and a shelter box and monitoring equipment on March 29, 2018, respectively, on Parcel 108, which parcel was acquired by FDOT for the FDOT Project and is further depicted in the attached Exhibit "A" ("Parcel 108"); and which location of the Monitoring Well is further depicted in the attached Exhibit "B"; and

WHEREAS, USGS, under the direction of SFWMD, will be remotely operating monitoring equipment that will collect continuous groundwater level data from the Monitoring Well, and conducting routine site inspections of the well site along with operation of and maintenance/repairs to the monitoring equipment, hereinafter referred to as the "Well Project" located on Parcel 108; and

WHEREAS, the Monitoring Well will continue to be monitored and operated by USGS for a period of approximately 20 years; and

WHEREAS, the Department is amenable to granting access and allowing SFWMD and USGS to access and use Parcel 108 for the Well Project under certain conditions.

NOW THEREFORE, in consideration of the terms, conditions and covenants below, the Parties hereby agree as follows:

1. The recitals contained in the foregoing "WHEREAS" clauses are incorporated herein by reference and made part hereof.

2. The Department authorizes SFWMD and USGS access to and allows the use of Parcel 108 for purposes of the Well Project. The right of access and use granted herein is for a limited purpose and time, and is not intended to convey any property right or interest in SFWMD and USGS. The Right of Access is given for any and all purposes deemed by SFWMD and USGS to be necessary, convenient, or incident to, or in connection with, access, ingress and egress over, across and through Parcel 108, including but not limited to the right to move and transport equipment, materials and supplies, in connection with the operation and maintenance, repair, rehabilitation, replacement and abandonment of the Well Project.

3. The right of access granted herein shall be for a period of twenty (20) years, commencing retroactively on March 22, 2018 and ending no later than December 31, 2038 ("Dates of Access"). In the event SFWMD decides to end the Well Project and USGS discontinues the monitoring of the Well before the end of the Dates of Access, SFWMD shall be responsible for plugging and abandoning the Well and notifying the Department, in writing, no less than 10 days after it has discontinued the Well Project. In the event the Department will need Parcel 108 for its own activities/projects during the term of this Agreement, the Department shall give 120-day advanced notice, in writing, to SFWMD and USGS, and the Parties shall coordinate the termination of the Well Project.

4. The right of access is limited solely for the purposes of the Well Project and not for any other uses. SFWMD and USGS may not install, maintain, construct or undertake any improvements, either temporary or permanent, on Parcel 108, other than those afore-mentioned installations, and shall not discharge any hazardous or toxic waste or liquids on Parcel 108.

5. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on Parcel 108 is strictly prohibited.

6. To the extent provided by law SFWMD shall indemnify, defend, and hold harmless, the Department, against any actions, claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of SFWMD, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by SFWMD hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by SFWMD to indemnify Department negligent acts or omissions of the Department, its officers, agents or employees, or for the acts of third parties.

7. USGS shall be liable for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of an employee of USGS acting in the scope of his/her office or employment under circumstances where the United States, if a private party, would be liable under the law of the place where the act or omission occurred.

8. The Department does not warrant the condition of Parcel 108, nor the ability of use of the same for the right of access and use granted herein. SFWMD and USGS shall be responsible for obtaining any permits or licenses required from third parties, including but not limited to, any governmental entities or agencies, which may be required for the use authorized hereunder. The right of access is at SFWMD's and USGS' sole risk, cost and expense.

9. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, e-mailed, mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail. The parties acknowledge that prior to sending any notice via e-mail, each recipient's contact information shall be verified. Further, notices via e-mails shall require a return receipt. Notices shall be addressed as follows;

TO DEPARTMENT:

State of Florida Department of Transportation
Attention: R/W Administration, Room 6108-B
1000 NW 111th Avenue
Miami, Florida 33172
Email: Maria.Llanes@dot.state.fl.us

TO SFWMD:

South Florida Water Management District
Attention: Bureau Chief – Water Supply
3301 Gun Club Road
West Palm Beach, Florida 33406
Email: watersupplypr@sfwmd.gov

With a copy to:

TO USGS:

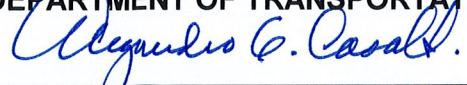
United States Geological Survey Caribbean-Florida Water Science Center
NSU Center for Collaborative Research
Attention: Mark R. Dickman, Davie Office Hydrologic Data Section Chief
3321 College Avenue
Davie, FL 33314
Email: mdickman@usgs.gov

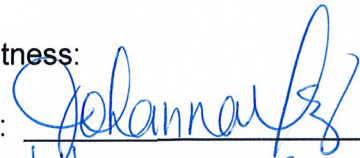
Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) upon acknowledgement of receipt if by email (3) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (4) one business day after mailing or transmission by any form of overnight mail or courier service. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.


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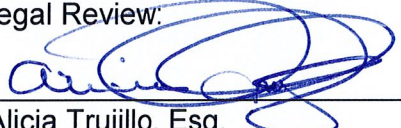
IN WITNESS WHEREOF, the Parties have executed this Right of Access And Use Release and Hold Harmless Agreement on the day and year above written.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**


By: 
Alejandro G. Casals Date
District Right of Way Manager

Witness: 
By: Johanna Gomez
(Print Name)

Witness:
By: 
Maria A. Llanes
(Print Name)

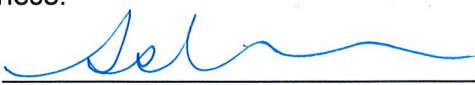
Legal Review: 
Alicia Trujillo, Esq.
District Six Chief Counsel

UNITED STATES GEOLOGICAL SURVEY

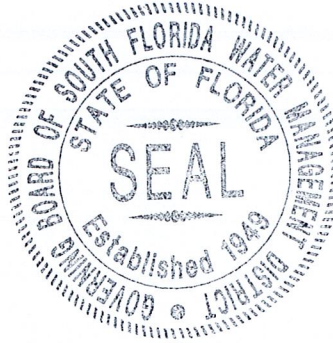
By:  May 6, 2019
Date

David M. Sumner, Ph.D.
(Print Name)

Director, Caribbean-Florida WSC
(Title)

Witness:
By: 
Susan W. Jones, Budget Analyst CFWSC
(Print Name)

(Corporate Seal)



SFWMD:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ATTEST:

By: Chauncey P. Goss II
Chauncey P. Goss II, Chairman

By: Rosie Byrd
Rosie Byrd, District Clerk/Secretary

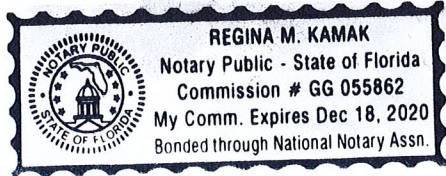
Legal Form Approved
Office of Counsel

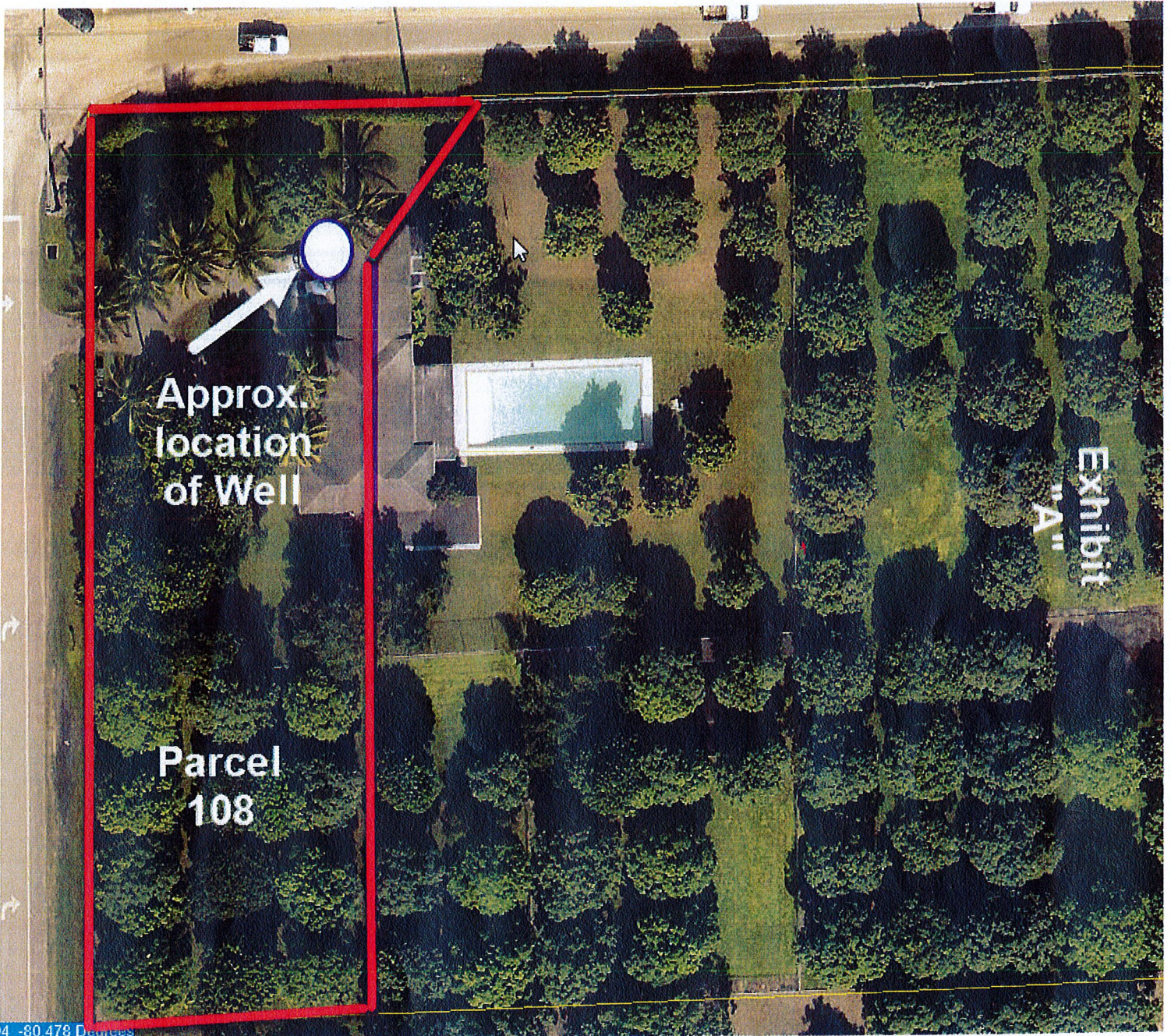
By: Thomas R. Sawyer
THOMAS R. SAWYER

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11 day of July, 2019, by Chauncey P. Goss II and Rosie Byrd, Governing Board Chairman and District Clerk/Secretary, respectively, of the South Florida Water Management District, a governmental entity created by Chapter 373, Florida Statutes, on behalf of the entity, who are personally known to me.

Regina M. Kamak
Notary Public
Print: Regina M. Kamak
My Commission Expires: Dec. 18, 2020



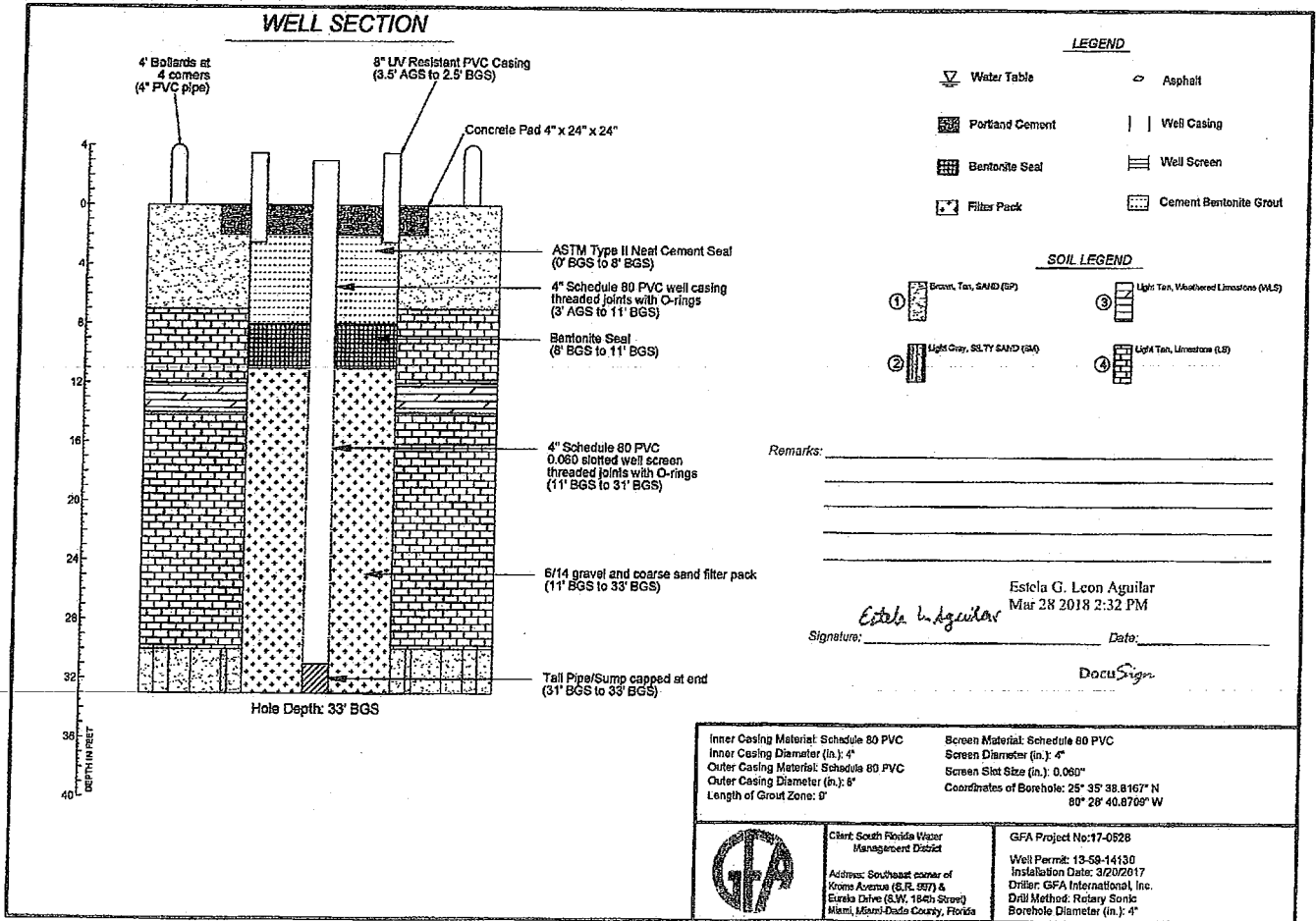


Approx.
location
of Well

Parcel
108

Exhibit
"A"

Exhibit "B"
(COMPOSITE EXHIBIT)





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Rev. 1/16

DB Hydro Station Name: G-757-AR	DB Hydro Site Name: G-757-AR	Agency: WMD	Date of Field Work: March 28, 2018
Party Chief: Oscar Luna	Field Book: 2913	Page(s) 43-68	Prepared by: X Negrin

SITE SPECIFIC DATA

Site Benchmark: G-757-AR	Benchmark Elevation (NAVD88) 7.66'	Corpscon 6.0.1 Conversion Factor (NAVD88 to NGVD29) 1.552'
Reference Elevation(s) (NAVD88): 11.52'	Existing Brass Tag Elevation (Datum): 11.52' (NAVD 88)	Calibration Port Elevation(s) (NAVD88): Not Applicable
Ground Elevation (NAVD88): 7.9'		Pad Elevation (NAVD88): Not Applicable

GEOGRAPHIC DATA

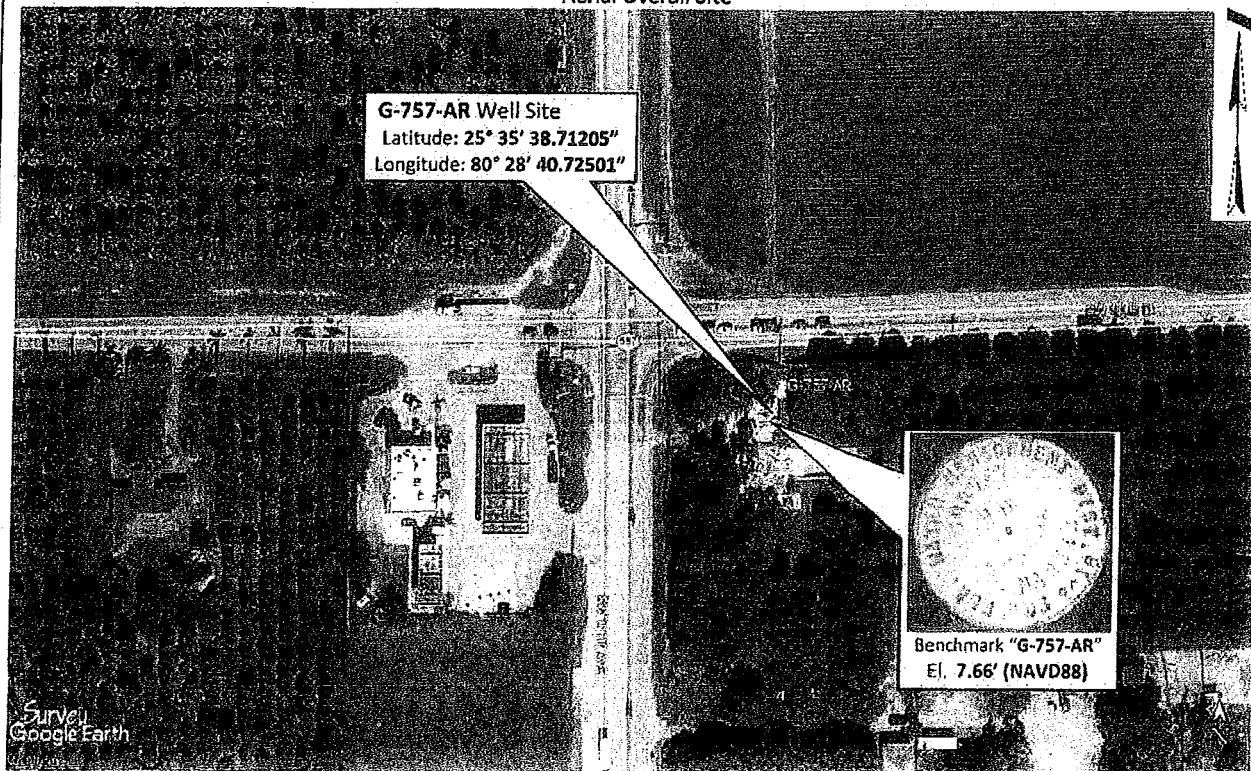
Section 06	Township 56 South	Range 39 East	
Benchmark	Latitude: 25° 35' 38.71205" (N)	Longitude: 80° 28' 40.72501" (W)	Source: Scaled pick point aerial esri product
	State Plane Coordinates	Northing (Y) =	

Notes:

NAVD88 – North American Vertical Datum of 1988
 NGVD29- National Geodetic Vertical Datum of 1929
 Corpscon 6.0.1 - A U.S. Army Corps of Engineers Engineering Research and Development Center Topographic Engineering Center Alexandria, Virginia
 Windows-based program to convert coordinates and elevations between datum's using vertcon05.txt and vertcon05.05 files supplied by the U.S. Army Corps of Engineers South Atlantic Division, Jacksonville FL.

PICTURES

Aerial Overall Site



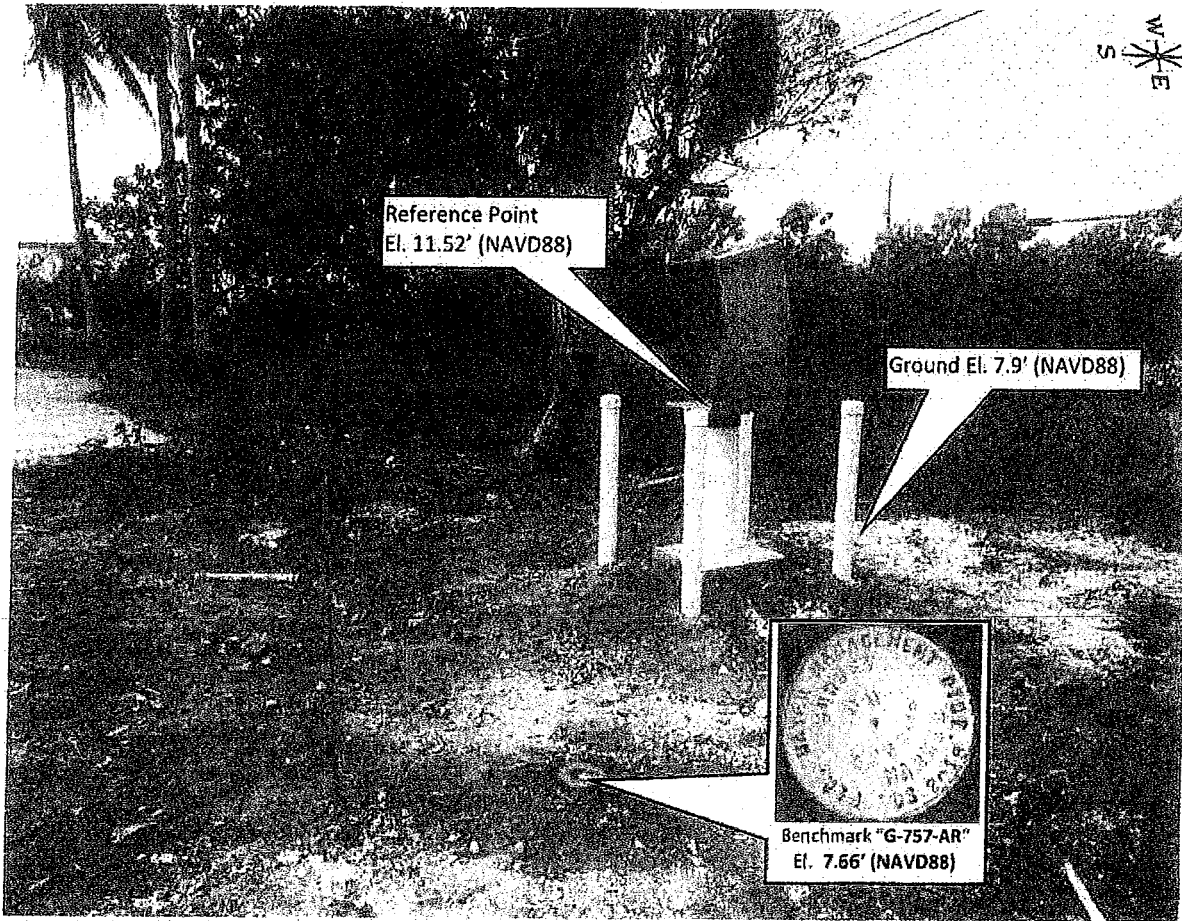
Not to scale (Google Earth product)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

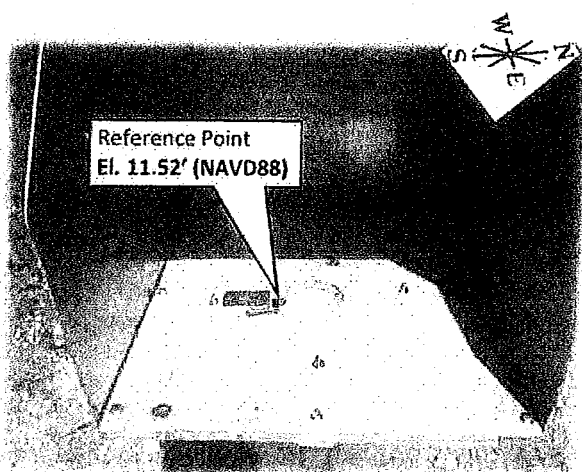
Rev. 1/16

Overall

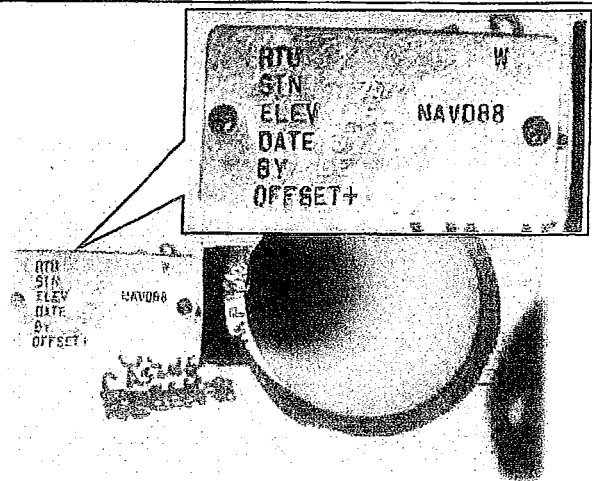


Looking Northwesterly (oblique not to scale) (28-March-18)

Well Head



Side view (Oblique Not to scale) (28-March-18)



Top view (Not to scale) (28-March-18)

Office

Project

27 March 2018

INPUT

Geographic, flhpgn - Florida HPGN
Vertical - NAVD88, U.S. Feet

OUTPUT

State Plane, flhpgn - Florida HPGN
0901 - Florida East, U.S. Feet
Vertical - NGVD29 (Custom), U.S. Feet

G757-AR Well

1/1

Latitude: 25 35 38.7647
Longitude: 80 28 40.7963
Elevation/Z: 0

Northing/Y: 458507.085
Easting/X: 828204.414
Elevation/Z: 1.552
Convergence: 0 13 31.82123
Scale Factor: 0.999975117
Combined Factor: 0.999978930

Remark:

Corpscon v6.0.1, U.S. Army Corps of Engineers