

CFN 2020003596
Bk 5654 Pgs 1912-1917 (6 Pgs)
DATE: 01/08/2020 02:44:41 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

Prepared By and Return to:
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 Gun Club Road, MS#3710
West Palm Beach, FL 33406
Attn: Real Estate Division

Project: Central Florida Water Initiative
Tract No.: WB200-011 (OSF-3 and OSS-77 Lake Marian)

PERPETUAL MONITORING WELL AND ACCESS EASEMENTS

THIS PERPETUAL MONITORING WELL and ACCESS EASEMENTS is made this 8 day of January, 2020 by Osceola County, a Political Subdivision of the State of Florida, whose mailing address is 1 Courthouse Square, Kissimmee, FL 34741, hereinafter referred to as "Grantor", in favor of the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity existing under Chapter 373 Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, Palm Beach County, and its successors and assigns, hereinafter referred to as "Grantee".

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee: (i) a perpetual, non-exclusive monitoring well easement ("Monitoring Well Easement") over, across, under, beneath and with respect to the real property located in Osceola County, Florida described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "Monitoring Well Easement Area"; together with (ii) a perpetual access easement ("Access Easement") over, across, through and with respect Grantor's real property lying between the Monitoring Well Easement Area and a public road (hereinafter referred to as the "Access Easement Area". Grantee, to the extent available, shall utilize driveways, roads and open space areas within the Access Easement Area. The Monitoring Well Easement and the Access Easement are herein collectively referred to as the "Easements", and the Monitoring Well Easement Area and the Access Easement Area are herein collectively referred to as the "Easement Areas".

The Monitoring Well Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with, the construction, installation, operation, maintenance, repair, rehabilitation, and replacement of two monitoring wells, identified as Grantee's wells OSF-3 and OSS-77, located at Lake Marian, along with the collection of data. OSF-3 is a deep Floridan aquifer monitor well which is paired with OSS-77 which is a shallow Surficial aquifer monitor well. Both

monitoring wells will provide groundwater level data, as well as periodic water quality information, that will be used to assess the effect of operational activities carried out at Lake Marian, and evaluate groundwater resources as part of the Central Florida Water Initiative.

The Access Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with, access, ingress and egress over, across and through the Access Easement Area, including, but not limited to the right to move and transport equipment, materials and supplies, in connection with the construction, installation, operation, maintenance, repair, rehabilitation and replacement of a monitoring well. The Access Easement Area will not be improved with any structures. Grantee shall have the right but not the obligation to maintain or improve the Access Easement Area.

The Easement Areas shall at no time be obstructed by any object which would in any manner, interfere with the purposes of the Easements herein conveyed to the Grantee.

Grantee shall be solely responsible for maintaining in good condition and repair all improvements constructed within the Monitoring Well Easement Area pursuant to this Agreement, restore those portions of the Monitoring Well Easement Area impacted by Grantee and relocate any improvements within the Monitoring Well Easement Area if necessary, at its sole cost and expense. In the event Grantee abandons or ceases to use the Easements granted hereby, the Easements will terminate. Grantee shall promptly repair, replace and or restore those portions of the Monitoring Well Easement Area, to the condition it was in prior to the installation of the monitoring well.

The Grantee acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent the following does not constitute a waiver of sovereign immunity and does not extend Grantee's liability beyond the limitations provided pursuant to Section 768.28 Florida Statutes, Grantee agrees to defend, indemnify and hold harmless the Grantor from all claims, losses, liabilities, costs and expenses attributable to the Grantee's negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, in connection with Grantee's activities on the Easement Areas. The foregoing shall not constitute an agreement by the Grantee to assume any liability for the acts, omissions and/or negligence of the Grantor, or any other person or entity.

While these Easements are in effect, Grantee shall cause its contractors operating within the Easement Areas in connection with the construction, installation, operation, maintenance, repair, rehabilitation or replacement of the monitoring well to maintain Comprehensive General Liability Insurance with a limit of \$500,000 per occurrence and \$1,000,000 general aggregate. Grantee shall cause such contractors to provide Grantor with a certificate of insurance evidencing such coverage and naming Grantor as an additional insured.

All terms, conditions and provisions of this Perpetual Monitoring Well and Access Easements shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns, as well as all subsequent owner of the Easement Areas.

TO HAVE AND TO HOLD the Easements herein granted and conveyed, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantor hereby covenants that it is lawfully seized of the Easement Areas in fee simple; that it has good and lawful authority to convey the Easements hereby conveyed; and that it hereby fully warrants and defends the title to the Easements hereby conveyed against the lawful claims of all persons whomsoever.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Perpetual Monitoring Well and Access Easements has been executed by the Grantor whose seal is affixed hereto, the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Timothy Janer*
Chair/Vice Chair



ATTEST:
OSCEOLA COUNTY CLERK
OF THE BOARD

By: *Elizabeth Warren*
Clerk/Deputy Clerk to the Board

As authorized for execution at the Board of
County Commission meeting of:

01/06/2020

EXHIBIT "A"
TRACT ID. WB200-011

LEGAL DESCRIPTION

A parcel of land lying in Section 18, Township 30 South, Range 33 East, Osceola County, Florida and within that certain parcel of land described in Official Records Book 3554, Pages 882-883, of the Public Records of Osceola County, Florida being particularly described as follows:

Commencing at the East One-Quarter Section corner (E 1/4) of said Section 18;

Thence, North 89° 41' 00" West, along the South Right of Way line of Landing Road as recorded in Plat Book 2, Page 13 of the Public Records of Osceola County, Florida, also known as Lakeside Boulevard, a distance of 215.00 feet to the **POINT OF BEGINNING**;

Thence, North 90° 00' 00" West, a distance of 17.00 feet;

Thence, North 00° 00' 00" East, a distance of 17.00 feet;

Thence, North 90° 00' 00" East, a distance of 17.00 feet;

Thence, South 00° 00' 00" West, a distance of 17.00 feet to the **POINT OF BEGINNING**.

Containing 289 Square Feet more or less.

THIS IS NOT A BOUNDARY SURVEY

NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17,
FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING

SEC 18, TWP. 30 S., RGE. 33 E.,
OSCEOLA COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING CONSTRUCTION BUREAU - SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT "A"

TRACT ID WB200-011

A.G.	H.E.	12/9/19	REVISED PAD TO S.F.W.M.D. WATER MONITORING STATIONS	DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
DRAWN	CHECKED	DATE	REVISION#1	BB	H.E.	26-APR-19	AS SHOWN	WB200-011_LDSK.dwg	1 OF 2

SEC. 18
TWP. 30 S., RGE. 33 E.

SEC. 17
TWP. 30 S., RGE. 33 E.

TRACT ID.
WB200-011

NE corner of lands
recorded in O.R.B. 3554,
Pages 882-883,
Osceola County, Florida

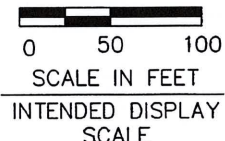
See Detail

Land Owner:
Osceola County

O.R.B. 3554,
Pages 882-883
Osceola County,
Florida

P.O.B.

P.O.C.
West Quarter Corner of the
Section 17, TWP.30 S., RGE.33 E.



East line of Section 18, TWP.30 S., RGE.33 E.

Lake Marian

LEGEND

- a.k.a.= ALSO KNOWN AS
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- RGE.=RANGE
- SEC. = SECTION
- S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- TWP. = TOWNSHIP

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, SURVEY & MAPPING SECTION.
3. THERE MAY BE OTHER RECORDS FOUND IN OSCEOLA COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE SEARCH WAS NOT PERFORMED.

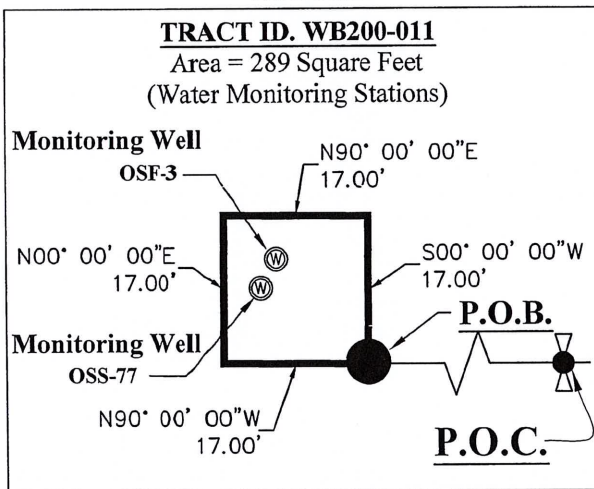
CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS ADOPTED IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTERS 177 AND 472, FLORIDA STATE STATUTES.

DATE OF SIGNATURE 12/09/2019
Alexey Gheley

ALEXEY GHELEY, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7079



SKETCH OF DESCRIPTION

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NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17,
FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING
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OSCEOLA COUNTY, FLORIDA

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ENGINEERING CONSTRUCTION BUREAU-SURVEY & MAPPING SECTION
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			REVISION#1						