

## **SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF ALACHUA, a municipality within Alachua County, Florida, by and through its City Commission, hereinafter referred to as CITY or LICENSOR, mailing address P.O. Box 9, Alachua, Florida 32615 and SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, mailing address is 9225 County Road 49, Live Oak, FL 32060, hereinafter referred to as LICENSEE.

### **WITNESSETH:**

WHEREAS, LICENSEE wishes to install and sample groundwater monitoring wells on City-owned Property.

WHEREAS, LICENSEE possesses the skills and equipment necessary to sample well facilities.

WHEREAS, the CITY finds this use would be beneficial to the CITY for the LICENSEE to install and maintain the monitoring well facilities because it serves to alert the CITY and the LICENSEE as to potential contamination and or levels of the state sub-surface aquifers and drinking water sources of the state.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. **Term.** This License is valid for a period of thirty (30) years from the date it is last executed by the parties until terminated by CITY as provided for herein. Both parties can mutually decide to extend this agreement for an additional twenty (20) years. Upon expiration or termination of this Agreement, the LICENSEE shall properly abandon the wells and restore the property as reasonably practical to its original state and condition. This agreement may only be amended or revoked by a written agreement properly executed by the LICENSOR and the LICENSEE or their assigns with the same formalities as this Agreement.
  
2. **Property** This License is for the use of a portion of certain property (60'x40' as shown in the color Red) on Alachua County Tax Parcel 05949-019-000, located at 13156 NW 104<sup>th</sup> Terrace, Alachua, Florida 32615 and further depicted on the attached Exhibit A.

3. Consideration. LICENSEE acknowledges that the activity of sampling well facilities is valuable activity.
4. Use of Property. LICENSEE agrees to use the Property exclusively for ingress and egress and for installing and sampling well facilities on the Property consistent with the restrictions set forth herein.
5. Grant. CITY grants to LICENSEE and all agents or invitees of the LICENSEE the following, subject to the other requirements contained herein and subject to compliance with other approvals by other agencies as required:
  - a. The right of reasonable ingress and egress to the Property for the purpose of exercising LICENSEE rights granted herein. LICENSEE shall report to the CITY representative, designated in Section 10 herein, any impediments to the LICENSEE right of access to the Property, or any damage to the well facilities; and
  - b. The right for LICENSEE to install, maintain, abandon and repair wells and well-monitoring equipment on the Property on the site depicted on Exhibit A. The CITY and LICENSEE agree that the wells and the well facilities are the property of the LICENSEE and that the CITY is not liable for any damage to them not caused by the CITY or its employees. Specifically, LICENSEE agrees that the CITY is not liable for damage to LICENSEE property caused by the public. Further, LICENSEE agrees that LICENSEE is liable for any contamination of the groundwater under the Property introduced through LICENSEE wells by any means other than by a direct action of the CITY.
  - c. The right for LICENSEE to clear the well facilities of trees, limbs, undergrowth and other physical objects which, in the opinion of LICENSEE, endanger or interfere with the safe and efficient sampling of the well facilities. Further, LICENSEE shall maintain the well site area depicted on Exhibit A to the satisfaction of CITY; and
  - d. All other rights and privileges reasonably necessary or convenient for LICENSEE safe and efficient sampling of said well facilities and for the use of said License for the purposes described above are subject to CITY prior written approval from the CITY representative.
6. Restrictions
  - a. LICENSEE will inform the CITY herein of the commencement of drilling and an anticipated schedule for completion, at least one (1) month prior to beginning work.

- b. The License authorizes LICENSEE to install wells on the area of Tax Parcel 05949-019-000 as further described in paragraph 2 hereof and depicted on Exhibit A. LICENSEE may install bollards or other protective devices around the well facilities to prevent damage to them from any equipment in the area.
  - c. Any damage or degradation to City-owned Property or infrastructure arising from LICENSEE work shall should be repaired, replaced and returned to the same or better condition than prior to LICENSEE work.
  - d. LICENSEE agrees that any additional structures not specifically listed herein at or adjacent to the well facilities shall be located, constructed, or created only with prior written approval from the CITY.
  - e. The LICENSEE will not do anything or allow its agents or invitees to do anything which will result in any waste of the Property, or the creation of any hazardous conditions thereon, or any contamination of the groundwater.
  - f. The LICENSEE will be responsible for and ultimately remove all personal property used or left on the Property by the LICENSEE or its agents or invitees. The LICENSEE will immediately remove from the Property all debris, trash or any hazardous items created by the LICENSEE use thereof. With prior approval from the CITY, drill cuttings may be used or stockpiled on the Property.
7. City Duties. CITY agrees to:
- a. Provide existing information regarding the Property upon request.
8. Termination. The CITY may terminate this License upon material breach of this License by LICENSEE. LICENSEE may terminate this License for convenience. Terminating party must provide thirty (30) days notice to the representative of the other party, as shown in Section 10 herein. If such notice is given, LICENSEE shall remove all of its personal property from the Property and restore the Property as set forth in paragraph 1, within the thirty (30) day notice period unless otherwise mutually agreed to by the CITY and LICENSEE. LICENSEE releases CITY from all claims for damages related to such termination.
9. Right of Assignment. LICENSEE shall not have the right to assign this License without the written consent of CITY.
10. Notices. All notices shall be in writing and sent to:

City of Alachua  
P.O. Box 9  
Alachua, Florida 32616  
Attn: City Manager

and to:

LICENSEE

Suwannee River Water Management District  
Hydrologic Data Services  
9225 CR 49  
Live Oak, FL 32060  
Attn: Ross Davis, Program Manager

11. Permits. The LICENSEE will obtain and pay for all necessary permits, permit application fees, licenses or any fees required to complete research and other activities.
12. Liability. Each party shall be solely responsible for the negligent or wrongful acts of its employees, agents and invitees. Nothing contained herein shall constitute a waiver or extend by either party its sovereign immunity, or waive other provisions of §768.28, Florida Statutes.
13. Third Party Beneficiary. This License does not create any relationship with, or any rights in favor of, any third party.
14. Severability Clause. If any provision of this License is declared void by a court of law, all other provisions will remain in full force and effect.
15. Laws & Regulations. LICENSEE will comply with all laws, ordinances, regulations and building code requirements applicable to the work required by this agreement. LICENSEE is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If LICENSEE is in violation of any state and local laws, ordinances, code rules and regulations, LICENSEE remains liable for any such violation and all subsequent damages or fines.
16. Amendments. The parties may amend this License only by mutual written agreement of the parties.
17. Entire Agreement. This License constitutes the entire agreement and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF, the parties have caused this License to be executed for the uses and purposes therein expressed on the day and year first above-written.

**CITY OF ALACHUA, FLORIDA**

By: \_\_\_\_\_  
Adam Boukari, City Manager

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City of Alachua Attorney

**LICENSEE**

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Approved as to Form and Legality:

By: \_\_\_\_\_



**City of Alachua**  
**05949-011-005**

**60' x 40'**

**City of Alachua**  
**05949-019-000**

**NW 104TH TER**

