

WELL PLUGGING AGREEMENT
BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is made and entered this 14th day of July, 2000, by and between Nassau County Board of County Commissioners (Attn: Vickie Samus, Chairperson) (here in after referred to as the "OWNER"), Post Office Box 1010 Fernandina Beach, FL 32055 and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (here in after referred to as the "DISTRICT").

WITNESSETH:

WHEREAS, pursuant to Section 373.207, Florida Statutes, the Florida Legislature has directed the DISTRICT to locate all known abandoned artesian wells and insure that each is plugged in order to protect the public health, safety and welfare, and to extend the life of the state's ground water supply; and

WHEREAS, one or more abandoned artesian wells are located on the OWNER's property; and

WHEREAS, the OWNER and the DISTRICT desire to bring into compliance the abandoned artesian well(s) by using the DISTRICT's staff and equipment or the services of a qualified independent licensed water well contractor to plug the well(s).

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the OWNER and the DISTRICT, each intending to be legally bound, do hereby agree as follows:

1. The DISTRICT shall:

- A. Plug or, at the DISTRICT's discretion, reconstruct the OWNER's well(s) located on the OWNER's property identified on Exhibit "A", attached hereto and by reference made a part hereof.
- B. As necessary, contract with a licensed water well contractor to plug or reconstruct the well(s) located on the OWNER's property and administer the contract.
- C. Obligate monies to cover the difference between the OWNER's contribution and the total cost of plugging or reconstruction of the well(s). The DISTRICT's obligation per well shall be a minimum of 50 percent of the costs of all materials, site work and independent

contractual services, or a maximum of the total cost less OWNER's cost share as stated in Paragraph 2C below.

- D. Pay the licensed water well contractor for work performed.
- E. Invoice the OWNER for the OWNER's share of plugging cost.

2. THE OWNER shall:

- A. Grant to the DISTRICT permission and authorization to plug the well(s) located on the OWNER's property, identified in Exhibit A, Well No. N-0032.
- B. Grant to the DISTRICT ingress and egress to the well site(s) and the right to transport, place and remove construction equipment and vehicles to plug or reconstruct the well(s).
- C. Provide monies to the DISTRICT to cover 50 percent of costs for all materials, site work and independent contractual services, in an amount not to exceed two thousand dollars (\$2,000.00). If OWNER fails to pay the DISTRICT the full cost share amount within the time frame specified in paragraph 2D below, the OWNER shall be responsible for the payment of the total cost of the work or contractual services.
- D. Pay to the DISTRICT, within 60 days of receipt of invoice, the OWNERS's cost-share as described in Paragraph 2C above.

3. **TERM:** This Agreement shall commence upon the date of full execution and shall terminate upon satisfactory completion of the well plugging or reconstruction and subsequent cost reimbursement by the OWNER. If well plugging or reconstruction have not been undertaken and no costs have accrued, this Agreement shall expire one year from the date of full execution.

4. **OWNER DEFAULT:** If the OWNER fails to reimburse the DISTRICT for its cost-share within sixty (60) days of receipt of the DISTRICT's invoice, the DISTRICT may commence a cause of action in a court of competent jurisdiction to seek total cost reimbursement for the well plugging or reconstruction, or may seek a lien against the property of the OWNER as authorized pursuant to Sections 373.209(3)(a) and 373.436(2), Florida Statutes. In either case, the OWNER shall pay all costs and attorneys' fees.

5. **RELEASE AND INDEMNIFICATION:** The OWNER shall not claim any damages from the DISTRICT in connection with or on account of any injuries or damages arising in or on the property while being used by the DISTRICT and its agents,

representatives and employees. The OWNER shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes, and shall be responsible for the acts and 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.

6. CANCELLATION: The DISTRICT may, with or without cause, terminate or cancel this Agreement within seven (7) calendar days after the OWNER's receipt of written notice of cancellation.

IN WITNESS WHEREOF, the OWNER and the DISTRICT have caused this Agreement to be executed by their respective representatives.

OWNER

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

BY:

Floyd L. Vanzant
Floyd L. Vanzant, Vice Chairman
Nassau County Board of County Commissioners

BY:

Kirby B. Green III
Kirby B. Green III, Executive Director

DATE: 3/12/03

DATE: 3/14/03

ATTEST:

Approved as to Form

J.M. "Chip" Oxley, Jr.
J.M. "Chip" Oxley, Jr., Ex-Officio Clerk

Michael S. Mullin
Michael S. Mullin, County Attorney

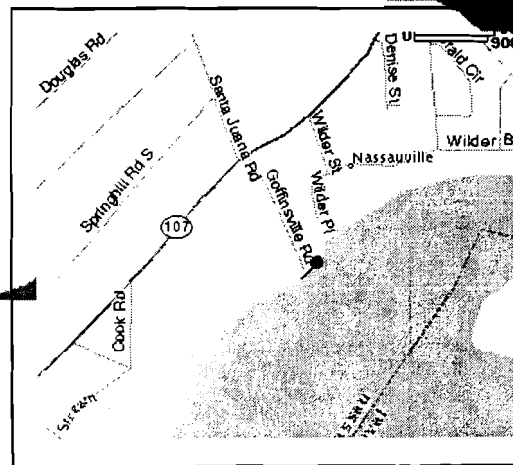
APPROVED BY THE OFFICE OF GENERAL COUNSEL

John W. Williams
John W. Williams, Deputy General Counsel

Exhibit A

N-0032

S34 T2N R28
TOPO QUAD: Hedges
DIAMETERS: 3
MAP NOT TO SCALE





St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

LETTER OF TRANSMITTAL

TO: J.M. Oxley, Jr.
Nassau County Board of County
Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

DATE: July 18, 2003

CERTIFIED NO.:
CONTRACT NO.: SG351XA

We are sending you the following attachments for action as defined below:

- Specifications Amendment
- Documents Change Order
- Agreement Work Order
- Correspondence Other

COPIES	DESCRIPTION	ACTION
1	Original Executed Revenue Agreement	1

ACTION CODE:

- 1. For your files
- 2. For execution & return
- 3. At your request
- 4. For review & comment
- 5. Insurance needed
- 6. W-9 form for execution & return
- 7. Performance/payment bond needed
- 8. See remarks

REMARKS:

FROM: Piane J. Hartley
FOR: Judy Bowen, Contracts Administrator

COPY TO: W. Curtis

GOVERNING BOARD

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