

**TAB 5**



# City of Palmetto Agenda Item

**Meeting Date**

April 2, 2012

**Presenter:** Mark P. Barnebey

**Department:** City Attorney

**Title:** License and Right of Entry Agreement

**Background:**

The School Board of Manatee County has proposed to convey the old FFA Building at Palmetto Elementary School at no charge to the City. The property is located at 705 and 715 10<sup>th</sup> Avenue West.

**Discussion:**

The attached License and Right of Entry Agreement allows the City to do the standard environmental assessment on the property. The City plans to use the Metropolitan Planning Organization (MPO) and its environmental consultant, Cardno, for this assessment.

**Budgeted Amount:** \$0.00    **Budget Page No(s):**    **Available Amount:** \$0.00    **Expenditure Amount:** \$0.00

**Additional Budgetary Information:**

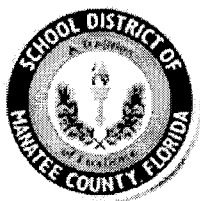
**Funding Source(s):**    **Sufficient Funds Available:**  Yes  No    **Budget Amendment Required:**  Yes  No    **Source:**

**City Attorney Reviewed:**  Yes  No  N/A    **Advisory Board Recommendation:**  For  Against  N/A    **Consistent With:**  Yes  No  N/A

**Potential Motion/Direction Requested:** I move to approve the License and Right of Entry Agreement.

**Staff Contact:**

**Attachments:** License and Right of Entry Agreement



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**Approver : View Agenda Item**

**Agenda**

February 27, 2012 - Regular Meeting

**Category**

CONSENT ITEMS

**Sub-Category**

Construction Services

**Title**

Approval of Educational Plant Supplemental Survey and Resolution 12-01 for Old Palmetto Elementary - Facility 15, Parcel 18 - Surplus and Disposal

**Executive Summary**

This request is for an Educational Facilities Plant Supplemental Survey which will allow the School Board to surplus and dispose of Parcel 18 at old Palmetto Elementary School. This parcel is an isolated .93 acres located on the west side of 10th Avenue West, Palmetto. If approved, the parcel would be conveyed to the City of Palmetto. The City of Palmetto will be able to sell the parcel and utilize the funds for the design and/or construction of a baseball field complex.

The goal of the Department of Construction Services continues to be to provide quality environments for safe and effective learning.

The Superintendent recommends approval of Educational Plant Supplemental Survey and Resolution 12-01 for Old Palmetto Elementary - Facility 15, Parcel 18 - Surplus and Disposal.

**Recommendation**

Motion and approval of Educational Plant Supplemental Survey and Resolution 12-01 for Old Palmetto Elementary - Facility 15, Parcel 18 - Surplus and Disposal.

**Financial Impact**

There is no fiscal impact.

**Contact**

Department of Construction Services

Jane Dreger/MAP/ac

02/27/12

**Attachments: (list)**



[02.27.12 Old PES Parcel 18 Resolution 12-01 & Spot Survey.pdf](#)

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Pam Miller - ()  
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Version: 1.2.1.3 - 1.2.4.5

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This Instrument Prepared By  
Return to: Scott E. Rudacille, Esq.  
Kirk Pinkerton, P.A.  
1301 6<sup>th</sup> Ave. W.; Suite 102  
Bradenton, Florida 34205

## LICENSE AND RIGHT OF ENTRY AGREEMENT

This License and Right of Entry Agreement (the "Agreement") is granted as of the \_\_\_ day of February, 2012, by the School Board of Manatee County ("Owner") to the City of Palmetto, and its agents, consultants and assigns, ("Licensee").

**WHEREAS**, Owner owns the real property known as Palmetto Elementary School, located at 705 10<sup>th</sup> Ave. W. (Parcel #2701100006) & 715 10<sup>th</sup> Ave. W. (Parcel #2703200002), Palmetto, Florida (the "Land"); and

**WHEREAS**, Licensee wishes to enter the Land for purposes of performing environmental assessments; and

**WHEREAS**, Owner is willing to grant permission for such use subject to the terms and conditions specified in this Agreement;

**NOW, THEREFORE**, in consideration of the recitals and the covenants set forth below, Owner hereby grants to Licensee a license and right of entry subject to the terms and conditions set forth below, and Licensee, by accepting and using this license and right of entry, hereby agrees to comply with the terms and conditions set forth below:

1. Owner hereby grants Licensee a license to enter the Land to evaluate environmental conditions. Such license specifically includes but is not limited to, the following activities:

- (a) Accessing all area of the Land including areas where environmental contamination may exist;
- (b) Conducting interviews, taking photographs, making site sketches and performing air monitoring;
- (c) Collecting waste, soil, surface water, sediment, and groundwater samples, including the installation of groundwater monitoring wells;
- (d) Temporarily storing, removing and disposing of investigation derived wastes; and
- (e) Using on the Land such equipment, including vehicles and drill rigs, as is necessary to perform the above activities.

2. Licensee shall take reasonable and prudent care to avoid damage to any landscaping, facilities, and improvements on the Land. Notwithstanding the foregoing, Licensee's surveyor may trim branches as reasonably required in order to perform field survey work. After entry, Licensee shall vacate the Land, remove all personal property and trash, and leave such areas in materially the same condition as they were in prior to Licensee's entry. Licensee shall be financially responsible for the prompt repair of any damage caused by such entry. Owner shall have the right, but not the obligation, to perform such repair and invoice Licensee for the cost. Such invoice shall be paid within twenty (20) business days after receipt.

3. Owner shall have no responsibility for any personal property of Licensee or others brought into the Land. Licensee hereby waives any claims it may have against Owner for damage to or destruction of such personal property of Licensee, and Licensee shall protect Owner from any such claims of Licensee's consultants or third parties.

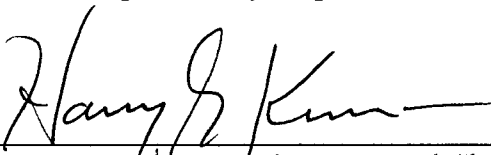
4. Owner shall have no responsibility for the safety of persons entering the Land pursuant to this License, and, subject to the limitations in Section 768.28, Florida Statutes, Licensee shall indemnify, defend and hold Owner harmless from any claims arising out of or associated with Licensee's activities pursuant to this License, unless such claims are caused solely by the negligence or willful acts of Owner. Nothing contained herein shall be construed as a waiver of sovereign immunity by Owner or Licensee.

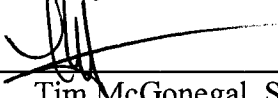
5. Licensee's activities pursuant to this License shall be conducted in compliance with all applicable laws, ordinances, codes and regulations. Licensee shall back fill any holes dug on the Land.

6. Licensee shall pay any and all third parties hired by Licensee to perform services or deliver materials to the Land and shall cause any lien claims filed by same to be removed from record promptly.

**IN WITNESS WHEREOF**, Owner and Licensee have caused this Agreement to be executed by their duly authorized representatives.

**SCHOOL BOARD OF MANATEE COUNTY,  
FLORIDA**, a public body corporate

BY:   
Harry G. Kinnan, Board Chairman

ATTEST:   
Tim McGonegal, Superintendent

*gub*  
2-28-12


*TMG*  
2-13-12

**CITY OF PALMETTO**, a municipal corporation  
of the State of Florida

**BY:** \_\_\_\_\_  
Shirley Groover Bryant, Mayor

**ATTEST:** \_\_\_\_\_  
Jim Freeman, City Clerk

From:  Alisa Cline  
ConstructionServices@manateeschools.net


Wed, Mar 07, 2012 10:56:00 AM 

Subject: COP License and Entry Agreement

To:  Mark Barnebey

Cc:  Lera Castleman

*3-7-12 Mailed*

Attachments:  20120307105000782.pdf / Uploaded File

239K

Mark/Lera

Here is the ~~License and Right of Entry Agreement for the property adjacent to Palmetto Elementary~~ am putting the original in the mail to you. Please provide me a fully executed copy when Palmetto approves this document.

Thanks!

Alisa Cline, Planning Specialist  
Facilities Planning and Land Acquisition  
Manatee County School District  
1 Matzke Way, Bradenton FL 34208  
(941) 708-8800 Ext 1182  
(941) 708-8832 Fax

*Thanks!  
Alisa*