

Prepared by and return to:
Marcy Zehnder, Section Leader
Real Estate Management Section
South Florida Water Management District
Post Office Box 24680
West Palm Beach, Florida 33416-4680

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is dated as of _____, 2015, between **IMMOKALEE WATER AND SEWER DISTRICT** ("Owner"), whose mailing address is 1020 Sanitation Road, Immokalee, Florida 34142 and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** ("SFWMD"), whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and SFWMD agree as follows:

1. **Permission to Enter Land.** Owner does hereby grant to SFWMD and its employees, agents, and contractors non-exclusive permission to enter onto Owner's land described in Exhibit A (the "Premises") from time to time during the Term of this Agreement for the purpose of undertaking the installation and maintenance of and collection of data from the monitoring well (IWSD). The permission granted hereunder is limited solely to the use of those areas of the Premises described on the site plan contained in Exhibit B. Only SFWMD's employees, agents, and contractors, will be allowed to enter and use the Premises. SFWMD shall be solely responsible for the installation and monitoring of the Project. SFWMD and its employees, agents, and contractors may enter the Premises for installation, general maintenance and data collection activities only on weekdays between the hours of 7:00 a.m. and 5:00 p.m. In the event that SFWMD or its employees, agents, or contractors enter the Premises on a weekday prior to 5:00 p.m. in accordance with this Agreement, they may stay beyond 5:00 p.m. to complete any activities initiated.

2. **Term.** The term of this Agreement (the "Term") shall commence upon the date written above and be continuous use unless notification by either party. Notwithstanding the foregoing provisions, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. Upon expiration or earlier termination of this Agreement, SFWMD will remove its equipment from the Premises and repair any damage caused by its use of the Premises and restore the Premises to its condition existing on the date of this Agreement, reasonable wear and tear excepted.

DTD

3. **Compliance with Laws; Performance of Work.** SFWMD will comply with all laws, ordinances, and governmental rules and regulations which apply to the Project and the use of the Premises. SFWMD will perform the work in a safe, skillful and competent manner and in accordance with the terms and conditions of all permits required for the Project.

4. **Liability/Contractor Insurance.** SFWMD acknowledges SFWMD's liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. While this Agreement is in effect, SFWMD shall cause its contractors to maintain Comprehensive General Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. SFWMD shall cause its contractors to provide Owner with a certificate of insurance evidencing such coverage and naming Owner as an additional insured.

5. **Severability Captions.** If any provision of this Agreement or if the application of any provision of this Agreement is found by a court of law to be invalid or unenforceable, it shall not make the entire Agreement invalid or unenforceable. Rather, each and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of the various paragraphs are for convenience only and do not limit the agreement.

6. **Complete Agreement.** This document contains the complete agreement between Owner and SFWMD concerning the activities to be conducted on the Premises in connection with the Project. SFWMD further understands and agrees that SFWMD has no right to rely on any statement or promise which is not in writing and contained in this Agreement or a written amendment to this Agreement.

7. **Notices.** Except as provided in Section 1 of this Agreement, any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party, any form of overnight mail, or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address or any other contact information stated herein by giving notice of the change in accordance with this article.

The parties to this Agreement agree that they have read and understand all of the terms contained in this Agreement and that they have executed this Agreement on the date set forth in the first paragraph above.

-----The remainder of this page intentionally left blank-----

DTD

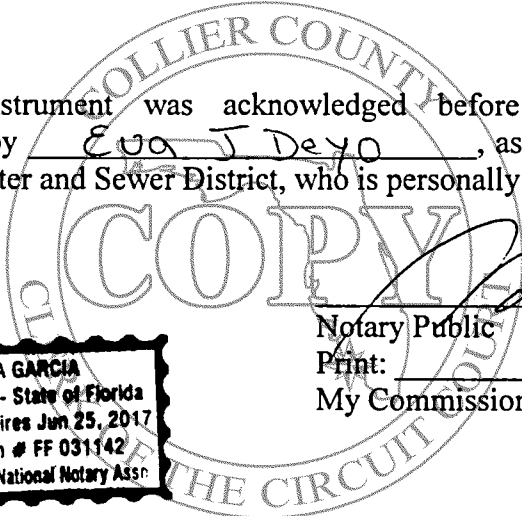
OWNER:

IMMOKALEE WATER AND SEWER DISTRICT

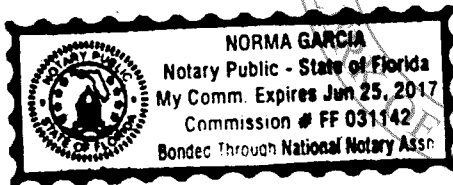
By: *Eva J. Deyo*
Name: EVA J. DEYO
Title: Executive Director

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19 day of May, 2015, by Eva J. Deyo, as _____, of behalf of Immokalee Water and Sewer District, who is personally known to me.

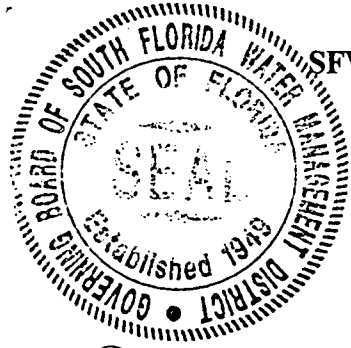


[Signature]
Notary Public
Print: _____
My Commission Expires: _____



DTD

(Corporate Seal)



SFWMD:

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT**

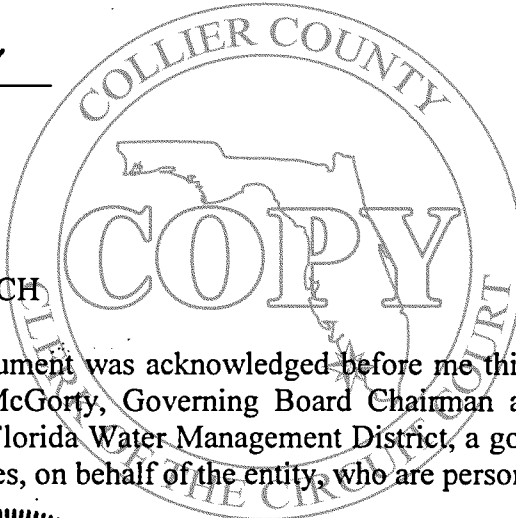
ATTEST:

By: *Dan O'Keefe*
Dan O'Keefe, Chairman

By: *Jacki McGorty*
Jacki McGorty, District Clerk/Secretary

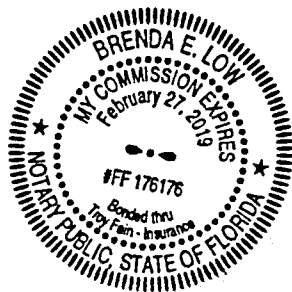
Legal Form Approved
Office of Counsel

By: *Andrew Ross*
Andrew Ross



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of April, 2015, by Dan O'Keefe and Jacki McGorty, 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.



Brenda E Low
Notary Public
Print: Brenda E Low
My Commission Expires:
Feb 27, 2019

EXHIBIT "A"

A portion of the Owner's lands located in the Southwest one-quarter (SW ¼) in Section 4, Township 47 South, Range 29 East, as recorded in Official Records Book 876, page 1138, and Official Records Book 876, page 1140, public records of Collier County, Florida; also described as a portion of Collier County Property Appraiser's Parcel IDs 00123720005 and 00127240002



DTB

