

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

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is dated as of June 11, 2015, between the **PHILIP E. MURPHY TRUST DATED JULY 10, 2007** ("Owner"), whose mailing address is c/o Sherry Holmes, Trustee, 1725 Green Meadow Lane, Orlando, Florida 32825, 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 known as KENAN1. 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. SFWMD shall give a courtesy notice to Owner prior to entering the Premises.

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 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 that portion of the Premises utilized by SFWMD in connection with this Agreement to its condition existing on the date of this Agreement, reasonable wear and tear excepted.

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.

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.

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OWNER:

Sherry M. Holmes
Sherry Holmes, as successor Trustee of the Philip E. Murphy Trust dated July 10, 2007

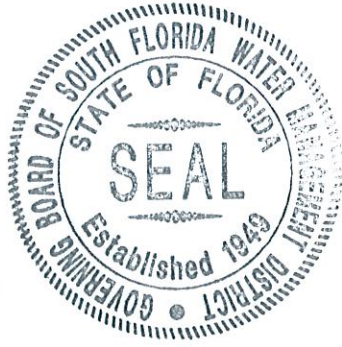
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1st day of May, 2015, by Sherry Holmes, as successor Trustee of the Philip E. Murphy Trust dated July 10, 2007, who is personally known to me or who has provided as identification.

(seal)



Dianna L. Brookins
Notary Public



(Corporate Seal)

SFWMD:

South Florida Water Management District

ATTEST:

Brenda Low

Brenda Low, District Clerk/Secretary

By:

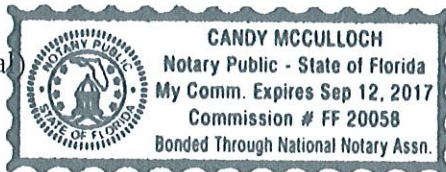
Kevin Powers

Kevin Powers, Vice Chair

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Kevin Powers and Brenda Low, Governing Board Vice Chair 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.

(seal)



Notary Public

Candy McCulloch

Exhibit A
“Premises”

That portion of Section 10, Township 30 South, Range 33 East, being more particularly described as follows:

The West one-half (W ½) of the Northwest one-quarter (NW ¼), and the West one-half (W ½) of the Southwest one-quarter (SW ¼); Osceola County Property Appraiser’s Parcel ID Numbers 103033000000300000 and 103033000000200000

AND

That portion of Section 15, Township 30 South, Range 33 East, being more particularly described as follows:

The Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼); Osceola County Property Appraiser’s Parcel ID Number 153033000000300000

All of the above described property being located in Osceola County, Florida

Exhibit A
"Premises"

