

1306-031

RIGHT OF ENTRY

Project: FLORIDAN AQUIFER MONITORING WELL ACCESS AGREEMENT

The City of Boynton Beach, a municipal corporation of the State of Florida ("Property Owner"), whose mailing address is 100 East Boynton Beach Boulevard, Boynton Beach, FL 33435 and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("District"), whose principal office is located at 3301 Gun Club Road, West Palm Beach, Florida, hereby agrees that District, its agents, contractors, employees and assigns, are hereby granted a non-exclusive right to enter upon that certain real property (the "Property") owned by Property Owner, located at 3111 South Congress Avenue (PCN 08-43-46-06-00-000-1000), and NW 22ND Avenue (PCN 08-43-45-17-09-000-0921), Boynton Beach, in Palm Beach County, Florida, as depicted on Exhibit "A" (for the Congress Avenue site) and Exhibit "B" (for the NW 22ND Avenue site) attached hereto (site maps) and incorporated herein by reference, for the purposes described below. The location(s) of the equipment to be installed on the Property shall be mutually agreed upon by the parties hereto prior to the District exercising any of its rights under this Right of Entry.

Project Description

I. Purpose

The District desires to enter into this agreement to enhance its Floridan Aquifer System (FAS) monitor well network throughout the south Florida region. This monitoring effort is intended as a long term initiative, so that sufficient information can be obtained to reduce data gaps in the development and calibration of a regional aquifer model. The model will be used to evaluate competing uses of the FAS as a water supply source, and identify appropriate Consumptive Use Permitting (CUP) rulemaking criteria.

Enhancing the present FAS monitoring network is a direct result of the District's Water Supply Plan Initiatives. Both the Lower East Coast (LEC) and Lower West Coast (LWC) Regional Water Supply Plans recommend the Floridan Aquifer as an "alternative water supply source" through implementation of Aquifer Storage and Recovery (ASR) techniques and reverse osmosis technology. The Water Supply Plans also recommend developing a regional FAS ground water flow model using aquifer data collected from District sponsored projects, as well as individual facilities/utilities currently utilizing and monitoring the Floridan aquifer.

II. Activities

District activities conducted on the Property will focus exclusively on obtaining water-level and water-quality data. All monitoring will be passive in nature and will be conducted in a manner so as to minimize any disruption to normal facility operations.

The major activities proposed at each monitoring site consist of: (a) equipment installation, and (b) data collection. It is agreed that the District shall incur all costs associated with installation, including without limitation well-head modifications and any associated minor permit modification fees, and collection activities as described herein.

II. Activities – continued

The District shall also be responsible for the maintenance of any and all equipment installed on the Property pursuant to this Right of Entry.

a. Equipment installation. Staff from the District's Electronic Support and Data Acquisition (ESDA) Division, or an approved contractor will install data-logger housings, and automated electronic water-level recording equipment on selected wells. All monitor well pads will be surveyed to National Geodetic Vertical Datum (NGVD) by District staff.

b. Data collection. Water-level data from the monitor wells will be collected digitally in real-time or downloaded periodically by District staff or an approved contractor for archiving. Typically, one to two field technicians using a portable computer will download the electronic data-loggers monthly as well as perform routine maintenance on the equipment. During the first few months following installation, data-loggers may be downloaded twice per month to troubleshoot equipment problems and ensure that all installations are performing as intended. Separate site visits may be scheduled during the course of the year to maintain, repair or upgrade equipment as deemed necessary. All District personnel access to the Property during all on-site visits these trips will be coordinated with the Facility/Utility Director or his designee.

On a quarterly basis, District staff or an approved contractor may collect a groundwater sample for chemical analysis from selected wells. To ensure a representative sample from the monitor zone of interest, it will be necessary to purge the well before obtaining the water sample. As a result (and to minimize any inconvenience), the District/contractor will notify the Facility/Utility Director in writing before sampling to assure proper facility protocols are met. The District-operated laboratory will analyze the Floridan aquifer samples for chloride and total dissolved solid concentrations.

The Property Owner and the District hereby agree as follows:

1. The Property Owner hereby acknowledges that (i) any equipment or physical structure (i.e. water well) placed on the Property by the District shall remain the property of the District, and (ii) all such equipment shall be removed from the Property, and any wells capped or filled in, by the District on or before the termination of this Right of Entry.
2. The District agrees that upon completion of the activities by the District pursuant to this Right of Entry will be restored to the same condition that existed prior to execution this Right of Entry by the parties.
3. The Property Owner shall allow all authorized representatives of the District, their vehicles and equipment access to the Property after receipt of a reasonable notice in order to implement and carryout the activities described herein.
4. This Right of Entry does not convey any District property rights or equipment to the Property Owner nor any rights and privileges, other than those specified herein.

5. This Right of Entry does not convey any rights or interest in the Property to the District from the Property Owner, other than those specifically referenced herein.
6. Entry into this Right of Entry Agreement does not relieve the Property Owner's obligations to comply with other federal, state or local laws, regulations or ordinances, or the requirements of District issued water-use permit(s).
7. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.
8. Prior to any sale, transfer or conveyance of the Property, the District requests notification so that alternative agreements or arrangements may be made by the District, if necessary.
9. Provided this Right of Entry has not otherwise been terminated by either party as provided herein, the term of this Right of Entry may be extended for up to five (5) successive renewal terms of five (5) years each upon mutual consent by the parties hereto. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any are experienced.
10. This agreement may be terminated by either party upon ninety (90) days written notice to the non-terminating party, with paragraphs 1 and 2 above, being applicable.
11. To the extent permitted by law for Florida governmental entities, the District will hold the Property Owner harmless from any actions brought by third parties for damage to person or property as a result of the District's activities on owner's property.
12. Notices. All notices requests, demands and other communications hereunder shall be in writing and shall be mailed to the following address:

If to Property Owner, to: City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425
Attn: City Manager

with a copy to:
James A. Cherof, City Attorney
3099 E. Commercial Boulevard, Suite #200
Fort Lauderdale, FL 33308

If to District, to South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Attn: Emily Richardson, Water Supply Planning

with a copy to:
P.O. Box 24680
West Palm Beach, FL 33416-4680
Attn: Brian Sedock, SIM

Witness our hands and seals this _____ day of _____, 2006.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature]

Chip Merriam, Deputy Executive Director, Water Resources Management

PROPERTY OWNER; CITY OF BOYNTON BEACH, FLORIDA

Facility: Congress Avenue Park (Monitor Well No. FDZ-02) and
Quantum Park (Monitor Well No. FDZ-01)

By: [Signature]

Print Name: Jerry Taylor

Title: Mayor

By: [Signature]

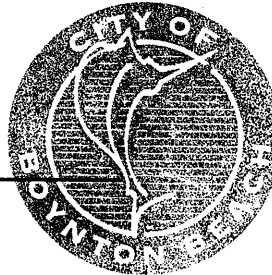
Print Name: Janet Prainito

Title: City Clerk

By: [Signature]

Print Name: James Cherof

ASST.
Title: City Attorney

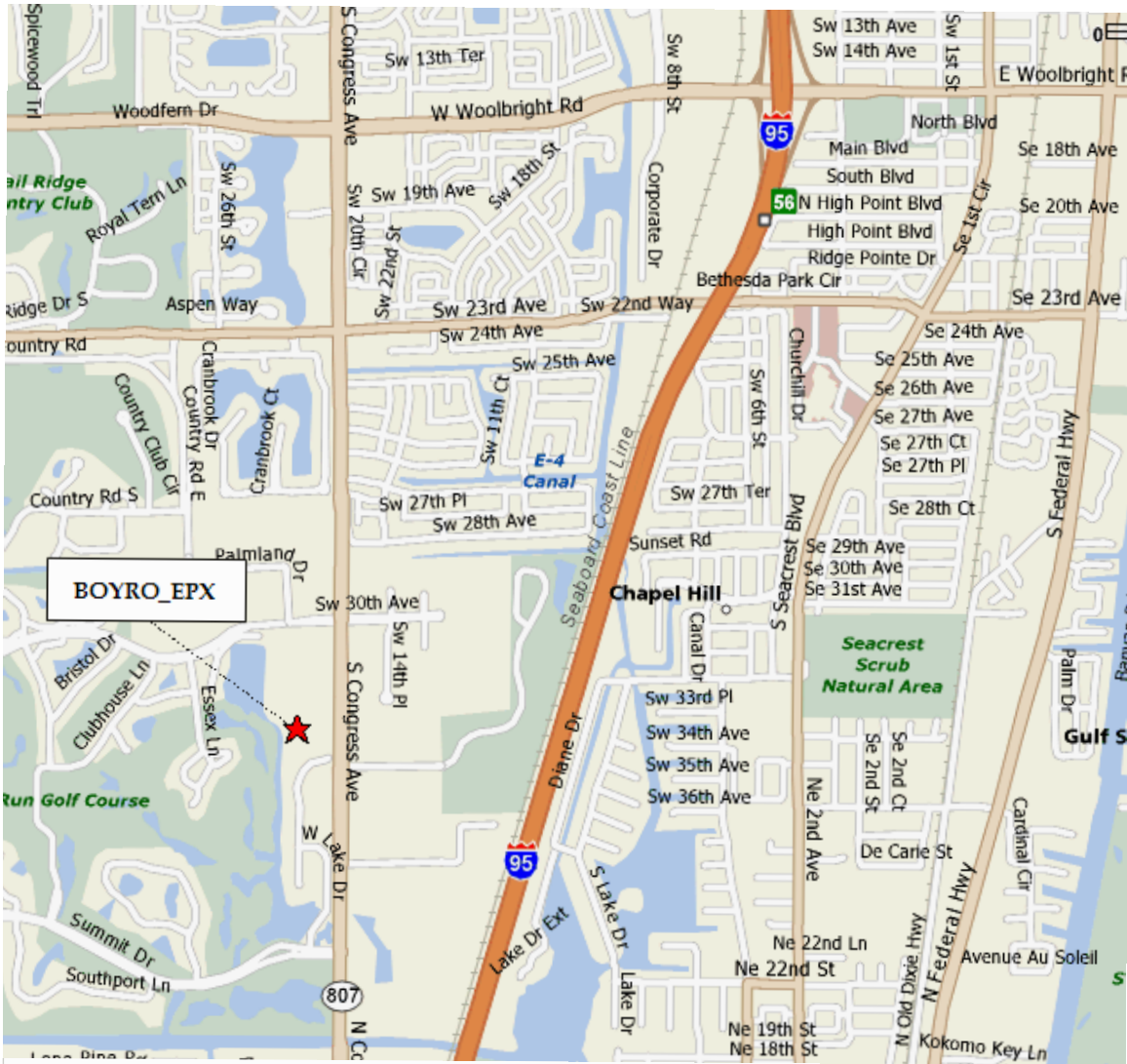


STATE OF FLORIDA
COUNTY OF PALM BEACH
PERSONALLY APPEARED CHIP MERRIAM, JR. TO ME
KNOWN, WHO SIGNED THIS DOCUMENT, MAY 11, 2006.



Paula Moree
MY COMMISSION # DD145258 EXPIRES
August 26, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



Screen Details for the station BOYRO_EPX

Screen Type	Depth Min. (feet)	Depth Max. (feet)	Diameter Slot Size (inches)	Aquifer	Sub Location
ANNULAR ZONE	995	1160		UPPER FLORIDAN AQUIFER	BOYRO_EPXU
OPEN HOLE	1320	1465		MIDDLE FLORIDAN AQUIFER	BOYRO_EPXL

