



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 02 06



September 11, 2003

Mr. Landon C. Fortner, Jr.
Executive Director
Okeechobee Utility Authority
P. O. Box 835
Okeechobee, FL 34973-0835

Dear Mr. Fortner:

Enclosed is an executed copy of the land access agreement between Okeechobee Utility Authority and the South Florida Water Management District (District) for your files. The agreement allows the District to install an electronic water level recorder on the well located on the "66 Acre" property off of State Road 78, perform geophysical logging, and visit that well regularly for maintenance.

We sincerely appreciate your assistance with obtaining access to the well. The data we collect from this well will help us to better understand the Floridan aquifer and ultimately best serve the public in this region. If you have any questions, please call me at (561) 682-2705.

Sincerely,

A handwritten signature in blue ink that reads "Simon Sunderland".

Simon Sunderland, P.G.
Staff Hydrogeologist
Planning and Development Division
Water Supply Department

SS/kh
Enclosure

GOVERNING BOARD

Nicolás J. Gutiérrez, Jr., Esq., *Chair*
Pamela Brooks-Thomas, *Vice-Chair*
Irela M. Bagué

Michael Collins
Hugh M. English
Lennart E. Lindahl, P.E.

Kevin McCarty
Harkley R. Thornton
Trudi K. Williams, P.E.

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



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ADM 02 06

September 12, 2003

Mr. Landon C. Fortner, Jr.
Executive Director
Okeechobee Utility Authority
P. O. Box 835
Okeechobee, FL 34973-0835

Dear Mr. Fortner:

Enclosed is an executed copy of the land access agreement between Okeechobee Utility Authority and the South Florida Water Management District (District) for your files. The agreement allows the District to install an electronic water level recorder on the well located on the "66 Acre" property off of State Road 78, perform geophysical logging, and visit that well regularly for maintenance.

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Sincerely,

A handwritten signature in cursive script, appearing to read "Simon Sunderland".

Simon Sunderland, P.G.
Staff Hydrogeologist
Planning and Development Division
Water Supply Department

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Henry Dean, *Executive Director*

Mr. Landon Fortner
September 12, 2003
Page 2

c: John Lukasiewicz, 4350
Michelle Percy, 4350



OKEECHOBEE UTILITY AUTHORITY

P.O. Box 835
Okeechobee, Florida 34973-0835

August 25, 2003

(863) 763-9460
FAX: (863) 763-9036

Mr. Simon Sunderland
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

Re: Right-of Entry

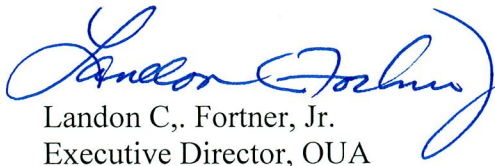
Dear Mr. Sunderland:

Attached are two (2) original Right-of-Entry Agreements which have been executed by Okeechobee Utility Authority Chairman Carl Leonard.

Please return one of the original documents after the District has executed the documents.

Thank you for your assistance in these matters.

Sincerely,


Landon C., Fortner, Jr.
Executive Director, OUA

Enclosures (2)

Memo

To: Chip Merriam, Deputy Executive Director, WRM

From: Simon Sunderland, Staff Hydrogeologist, WSPD *RSAS*

CC: John Lukasiewicz

Date: 29 August 2003

Re: Signature required- Land Access Agreement

I am requesting your signature on the two (2) copies of the attached Land Access Agreement between the District and Okeechobee Utility Authority (OUA). The agreement will allow the District to install a Campbell Scientific CR10 data recorder and pressure transducer on one (1) artesian well owned by OUA. The well will be part of a regional network monitoring water levels in the Floridan aquifer. The data recorder will allow the District to collect continuous water level readings that can be used to develop a Regional Floridan model, a task in the CERP Aquifer Storage and Recovery Regional Study Project. The agreement also allows the District to collect water quality samples from the well. If you have any questions, feel free to call me at extension 2705.

Pursuant to Resolution No. 01-34, which resolution was adopted by the Governing Board on April 12, 2001, the authority to accept rights of entry on to non-District property was delegated to the Executive Director, Deputy Executive Directors or equivalent and the General Counsel.

APPROVED & ACCEPTED:

South Florida Water Management District

By:  Date:

Chip Merriam, Deputy Executive Director
Water Resources Management

RIGHT OF ENTRY AGREEMENT

Project: FLORIDAN AQUIFER MONITORING REGIONAL NETWORK

OKEECHOBEE UTILITY AUTHORITY ("Property Owner"), a public utility whose mailing address is 100 S.W. 5th Avenue, Okeechobee, Florida, 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 agree that District, its agents, contractors, employees and assigns, are hereby granted the right to enter upon that certain real property (the "Property") owned by Property Owner, located approximately 1/2 mile west of US Highway 441 on the north side of State Road 78 in Okeechobee County, Florida, legally described in Exhibit "A" attached hereto and incorporated herein by reference, for the purposes described below. The location 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. Termination shall be pursuant to the provisions of Paragraph 14 or upon either party giving notice of intent to terminate by providing notice in writing sixty 60 days prior to the date upon which either party wishes to terminate this agreement. Termination may be with or without cause.

Project Description.

I. Purpose

The District wishes 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 develop and calibrate a regional aquifer model. The model will be used to evaluate the feasibility of Aquifer Storage and Recovery (ASR) as part of the Comprehensive Everglades Restoration Project (CERP).

II. Activities

District activities conducted on the Property will focus exclusively on obtaining water-level and water-quality data from an existing artesian well (see Exhibit B) on the "66 Acre" Property. All monitoring will be passive in nature and will be conducted in a manner to minimize disruption to normal operations on the property. The major activities proposed at each monitoring site consist of: (a) geophysical logging (caliper and gamma logs) to determine well construction information, (b) equipment installation, and (c) data collection. It is agreed that the District shall incur all costs associated with geophysical logging. Equipment installation, including without limitation well-head modifications, and any associated minor permit modification fees, and collection activities as described herein. The District shall also be responsible for the maintenance and operation of any and all equipment it installs on the Property pursuant to this Right of Entry.

- a. *Geophysical Logging.*** A licensed contractor hired by the District will perform the logging of the well. To perform the logging, the well head will have to be removed to allow the logging tools access to the well. The District anticipates running a caliper and a gamma log in the well to determine the total and cased depth of the well along with basic lithologic information. The well head will be re-installed after the logging is complete.
- b. *Equipment installation.*** Staff from the District's Electronic Support and Data Acquisition (ESDA) Division, or an approved contractor will install the data-logger housing, and automated electronic water-level recording equipment on the selected well. All monitor well pads will be surveyed to National Geodetic Vertical Datum (NGVD) by District staff or an approved contractor. A list of the data logging equipment and a photograph showing the

equipment installed on a similar well are included in Exhibit C.

- c. Data collection.* Water-level data from the monitor wells will be collected digitally in real-time and/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. Access to the Property during these trips will be coordinated with the Property Owner or his/her agent.

On a quarterly basis, District staff, or an approved contractor, will collect a groundwater sample for chemical analysis from the selected well. A licensed analytical laboratory will analyze the groundwater samples for chloride and total dissolved solid concentrations. These samples are necessary to determine the density of the groundwater in the Floridan aquifer. Determining the correct groundwater density will allow the District to accurately calibrate the regional groundwater model. To ensure a representative sample from the monitor zone of interest, it will be necessary to purge the well before obtaining the water sample.

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 proposed in this Right of Entry, any portion of the Property which is damaged as a result of activities conducted by the District pursuant to this Right of Entry will be returned to substantially the same condition that it was in on the date hereof.
3. The Property Owner shall allow all authorized representatives of the District, their vehicles and equipment access to the Property on reasonable notice in order to implement and carryout the activities described herein.
4. This Right of Entry does not convey any property rights or equipment to the Property Owner or the District nor any rights and privileges, other than those specified herein.
5. Entry into this Right of Entry does not relieve the Property Owner's need to comply with other federal, state or local laws, regulations or ordinances, or the requirements of District issued water-use permit(s).
6. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.
7. Prior to any sale, transfer or conveyance of the Property, the District requests notification so that alternative agreements or arrangements may be made, if necessary.

8. The District shall be responsible for any and all claims, suits, judgments, loss, damage and liability incurred by the District (including but not limited to reasonable attorney's fees and costs) which arise directly or indirectly as a result of the District, or the District's employees, agents, subcontractors conducting allowed activities on the Property under the terms of this Agreement in accordance with applicable law. Nothing contained in this Agreement shall be construed to expand the waiver of the District's sovereign immunity or the limits of the District's liability as set forth in section 768.28, F.S.
9. The District represents that it will use a contractor to perform the activities under this Agreement. The District shall require its contractor to procure and maintain throughout the term of this Agreement the following types of insurance with Property Owner being an additional named insured and provided a Certificate of Insurance:
 - a. Worker's Compensation Insurance: To the extent required by law, Worker's Compensation insurance up to the limits specified by Florida Statute. Notwithstanding the number of employees or any other statutory provisions to the contrary, the Worker's Compensation Insurance shall extend to all employees of the District and subcontractors. The Worker's Compensation Insurance policy required by this Agreement shall also include Employer's Liability.
 - b. Liability Insurance: Comprehensive General Liability Insurance relating to the Property and its improvements and appurtenances, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. Coverage shall be no more restrictive than the latest edition of the Commercial General Liability policies of the Insurance Services Office (ISO). This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the exercise of the rights granted to the District in this Agreement. The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
 - c. Business Automobile Liability Insurance: Business Automobile Liability Insurance which shall have minimum limits of \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall be an "any-auto" type of policy including owned, hired, non-owned and employee non-ownership coverage.
10. It shall be the responsibility of the District to ensure that all subcontractors conducted allowed activities on the Property by this Agreement are adequately insured or covered under its policies of insurance.
11. All of the District's personal property, equipment and fixtures placed upon the Property shall be at the sole risk of the District and the Property Owner shall not be liable under any circumstances for any damage thereto or theft thereof except in accordance with applicable law. In addition, Property Owner shall not be liable or responsible for any damage or loss to property or injury or death to persons occurring on or adjacent to the Property resulting from any cause, including but not limited to, defect in or lack of repairs to any personal property of the District located on the Property except in accordance with applicable law. Nothing contained in this Agreement shall be construed

to expand the waiver of the District's sovereign immunity or the limits of the District's liability as set forth in section 768.28, F.S.

12. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Okeechobee County for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.
13. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto.
14. The original term of this Right of Entry shall run five (5) years from the date hereof. Provided this Right of Entry has not otherwise been terminated by either party, the term of this Right of Entry shall automatically be extended for up to five (5) successive renewal terms of five (5) years each. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any.

Witness our hands and seals this 23 day of AUGUST, 2003.

Okeechobee Utility Authority, a Florida Public Utility

By: Carl Leonard

Print Name: CARL LEONARD

Title: CHAIRMAN, OUA BOARD

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
a public corporation of the State of Florida**

By: Chip Merriam

**Chip Merriam, Deputy Executive Director
Water Resources Management**

EXHIBIT A

Legal Description

Commence at the Northwest corner of Section 4, Township 38 South, range 35 East and bear N 89° 54' 49" E, along the North line of said Section 4, a distance of 70 feet to the East right-of-way line of Ferrell Road and the POINT OF BEGINNING;

Thence continue N 89° 54' 49" E, along the said North line of Section 4, a distance of 2549.59 feet;

Thence bear S 00° 10' 09" E a distance of 1208.81 feet;

Thence bear S 73° 46' 05" W a distance of 511.19 feet;

Thence bear S 16° 13' 59" E a distance of 495.84 feet to the Northerly right-of-way line of State Road 78;

Thence bear S 73° 20' 07" W, along said right-of-way line, a distance of 461.92 feet, more or less, to the Southeast corner of land described in O. R. Book 417, page 1442, Okeechobee County public records;

Thence bear N 00° 07' 22" W, along the East line of said land described in O. R. Book 417, page 1442, a distance of 417.98 feet to the Northeast corner thereof;

Thence bear S 89° 52' 38" W, along the North line of said land described on O. R. Book 417, page 1442, a distance of 542.00 feet to the Northwest corner thereof and the intersection with the East line of land described on O. R. Book 355, page 464, Okeechobee County public records;

Thence bear N 00° 07' 22" W, parallel with the West line of said Section 4 and along the East line of land described in said O. R. Book 355, page 464, a distance of 614.08 feet to the Northeast corner of said land and Southeast corner of land described in O. R. Book 301, page 489, Okeechobee County public records;

Thence bear N 00° 06' 54" E, parallel with the West line of said Section 4 and along the East line of said land described in O. R. Book 301, page 489, a distance of 567.95 feet to the Northeast corner of said land;

Thence bear S 89° 37' 44" W, parallel with the North line of said Section 4 and along the North line of said land described in O. R. Book 3601, page 489, a distance of 556.93 feet to the Northwest corner thereof;

Thence bear S 00° 06' 54" W, parallel with the West line of said Section 4, and along the West line of said land described in O. R. Book 301, page 489, a distance of 567.95 feet to the Southwest corner thereof and the intersection with the North line of land described in O. R. Book 355, page 464;

Thence bear S 89° 23' 55" W, along the North line of said land described in O. R. Book 355, page 464, a distance of 657.82 feet to the East right-of-way line of Ferrell Road;

Thence bear N 00° 07' 22" W, along said East right-of-way line a distance of 927.01 feet to the POINT OF BEGINNING.

EXHIBIT B



Current photograph of the artesian well located on the subject property.

EXHIBIT C

EQUIPMENT LIST

General list, subject to change, refer to Work Order for specifics

DATALOGGER:

Model CR10X-2M Measurement and Control Module OR Model CR10X-TD-2X Measurement and Control Module (Loggernet)

RF Modem 315M (RF 95A) for unmodified data radios VERSION # 11

Campbell Scientific, Inc. (CSI)
815w 1800N
Logan Utah 84321-1784
801-753-2342

RF EQUIPMENT:

DATA RADIO WASECA, MN USA:

VHF (169,425 MHZ)
MODEL DL-3422 / DL-3400
PART # 242-4010-610

RF Cable: RG-8/U, Belden 8237

Lightning Protection: Polyphaser IS-NEMP-C2 Lighting and surge Protector

Suggested Vendor: TESSCO

Water Level Pressure Sensors:

Model MPSDIG Guage (Screw-in), SDI-12 Pressure Transducer

Rittmeyer Ltd.
Hile Controls of Florida
PO Box 522170
Longwood, FL
(407) 332-6288

ACCESSORIES:

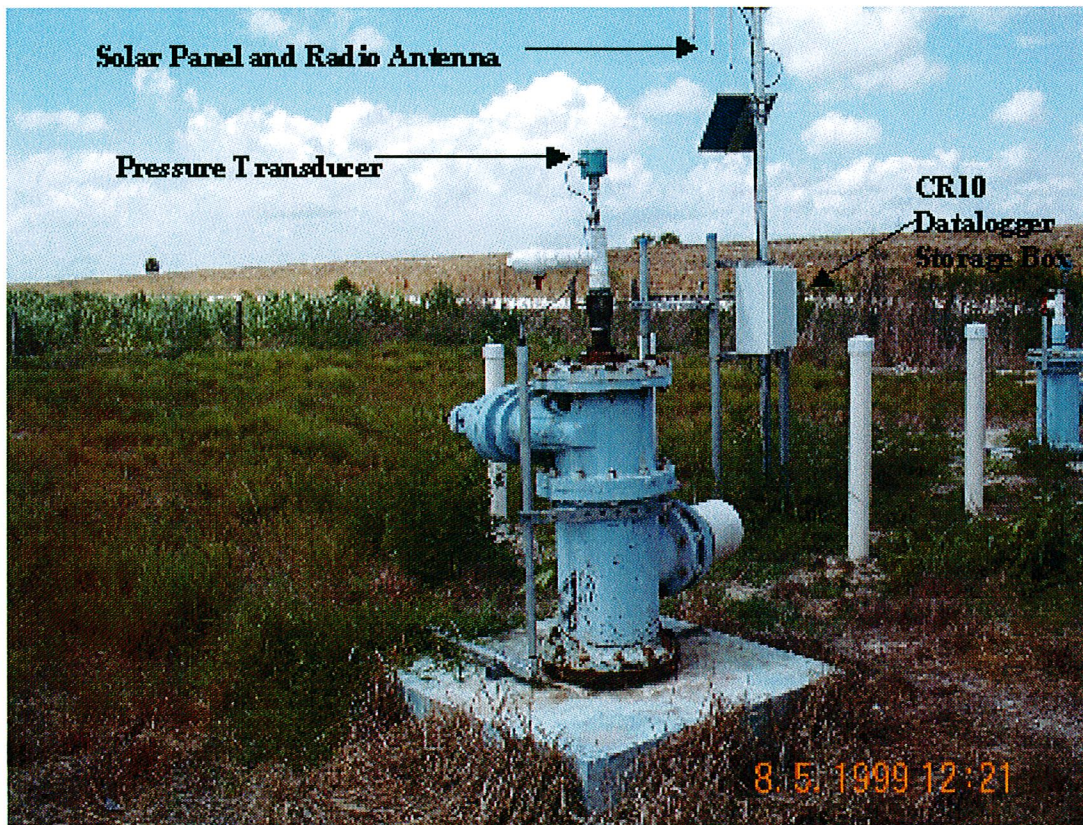
Battery Charge Controller: Solarstate SRX-6

Solar Panel: Solarex 1-MSX-18 w/mounting bracket

Atlantic Solar Products, Inc.
PO Box 70060
Baltimore, MD 21237
(410)686-2500

Liquidtight Bushings (For Environmental enclosure)

Thomas & Betts #2671 w/nuts
Any electrical supply.



Example of an installed electronic water level recorder and associated equipment on an artesian well.