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Osceola
County

February 8, 2005

Mr. Chris Sweazy
South Florida Water Management District
1707 Orlando Central Parkway
Suite 200
Orlando, FL 32809

RE: Oak Island Mitigation Site - Right-of-Entry Agreement

Dear Mr. Sweazy:

Enclosed are two original copies of the "Right-of-Way" agreement between Osceola County and SFWMD, to allow monitoring access at Osceola County's Oak Island site.

Please have Mr. Dean sign one of the original agreements; then, upon execution return the document to my attention. The second original copy of the agreement is for your use and records.

Thank you for your assistance with this matter. Please feel free to contact our office with any questions or comments relating to this matter.

Sincerely,

Blanca Barnes, Assistant
Land Acquisitions Office

/bb

Enclosures: (2) Original Agmts

c: Rod Schultz, Public Lands Manager
File

RECEIVED

FEB 09 2005

ORLANDO SERVICE CENTER

MEMORANDUM

To: Henry Dean, Executive Director
Through: Holly Walter, Attorney, Office of Council
From: Chris Sweazy, Lead Planner, Water Supply Planning Department
Date: February 23, 2005
Subject: Right of Entry Agreement for Oak Island Well Monitoring Sites

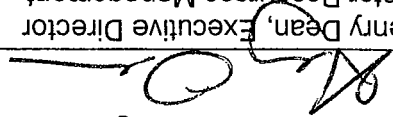
As part of the implementation for the Kissimmee Basin Water Supply Plan, the District is establishing surficial and Floridan aquifer water level networks in central Florida. Information collected from these monitoring sites is thought to be an important element for future ground water model development. Osceola County and the District have reached an agreement that allows for the construction of several deep and shallow wells for testing and monitoring at their Oak Island mitigation site located in western Osceola County near the City of Kissimmee. In order to obtain access to the site, the District and Osceola County have developed the attached Right of Entry agreement.

The Right of Entry agreement was developed to allow the District long-term access to the Oak Island site in order to complete the well construction activities and to monitor water levels at the site. Please sign and date the attached two copies of the Right of Entry agreement as the SFWMD representative. Also, please sign and return this memo and the attached agreements to Holly Walter for delivery to Osceola County.

If you have any questions concerning this project, please contact me at ext. 3822. Thank you.

Pursuant to section 101-41(a)(1), South Florida Water Management District Code, the Executive Director has the authority to accept rights of entry on to non-District property.

APPROVED & ACCEPTED:

South Florida Water Management District
By: 
Henry Dean, Executive Director
Water Resources Management

Date: 2-23-05



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

March 1, 2005

Blanca Barnes
Land Acquisitions Office
Public Works Division, Osceola County
1 Courthouse Square
Kissimmee, Florida 34741

Dear Ms. Barnes:

RE: Oak Island Mitigation Site – Right of Entry Agreement between Osceola County and South Florida Water Management District

Enclosed please find one of the two (2) duplicate originals of the above referenced Right of Entry which have been signed on behalf of the District by Henry Dean, Executive Director. Pursuant to your letter to Chris Sweazy, dated February 8, the District will retain the other fully executed original document for its use and records.

Thank you for your assistance with this project. Please do not hesitate to contact either Chris Sweazy or me if you have any questions regarding the enclosed document.

Sincerely,

A handwritten signature in cursive script that reads "Holly Walter".

Holly Walter
Senior Attorney
Office of Counsel

HYW/
Enclosure

c: Chris Sweazy (w/enclosure)
Steve Anderson (w/enclosure)

GOVERNING BOARD

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EXECUTIVE OFFICE

Henry Dean, *Executive Director*

RIGHT OF ENTRY
OAK ISLAND WELL TESTING AND MONITORING ACCESS
AGREEMENT, OSCEOLA COUNTY, FLORIDA

This Agreement made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida whose mailing address is 1 Courthouse Square, Suite 1400, Kissimmee, Florida 34741, hereinafter referred to as the "Property Owner" and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose principal office is located at 3301 Gun Club Road, West Palm Beach, Florida, hereinafter referred to as the "District", as evidenced by the signatures affixed below.

WHEREAS, the District desires to enter into this Right of Entry to enhance its Floridan aquifer and wetland hydrology monitoring networks throughout the Kissimmee Basin region. This monitoring effort is a long term initiative to gather information with the intent of observing wetland hydrology for eventual use in development and calibration of a regional surface and ground water flow models

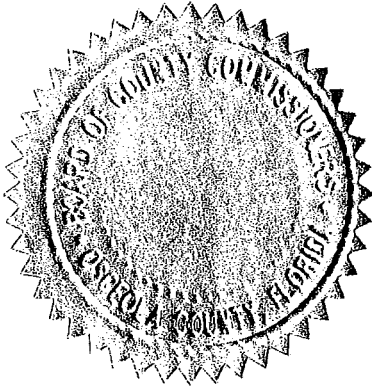
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that Right of Entry shall be granted in accordance to the following:

1. The Property Owner hereby agrees that the District, its agents, contractors, employees and assigns, are hereby granted the right to enter upon that certain real property owned by Property Owner, located at the Oak Island mitigation site located in northwest Osceola County, Florida, for the purposes contained herein, including those set forth in the Project Description attached hereto as Exhibit "A".
2. Attached hereto, and incorporated herein as Exhibit "B" is a site map of the property, which shows the proposed location of the monitoring site. The monitoring site is to be within the property along the maintenance road located behind the gate access off Funie Steed Rd. The final 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.
3. 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.
4. The District agrees that upon completion of the activities allowed under 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, subject to the limitations of liability set forth in Section 768.28, Florida Statutes.

5. The Property Owner shall allow all authorized representatives of the District, including without limitations, District employees and/or its agents and contractors, their vehicles and equipment access to the Property on reasonable notice in order to implement and carryout the activities described herein.
6. This Right of Entry does not convey any property rights of equipment to the Property Owner nor any rights and privileges, other than those specified herein.
7. 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).
8. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.
9. 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.
10. The original term of this Right of Entry shall run five (5) years from the date hereof. Provided either party has not otherwise terminated this Right of Entry, 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.
11. The Parties acknowledge their liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. Nothing contained herein shall be construed as a waiver of sovereign immunity by either party, or as consent to be sued by third parties in any matter arising out of this Right of Entry.

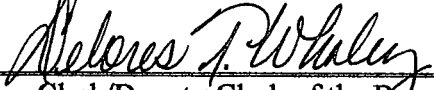
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 23rd day of February 2007 by their duly authorized, undersigned officials.



**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA
PROPERTY OWNER**

By: 
Chairman/Vice Chairman

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: 
Clerk/Deputy Clerk of the Board
BCC approved 01/24/05

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Henry Dean, Executive Director

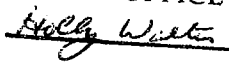
LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL
BY  DATE 2-22-05

EXHIBIT "A"

Project Description

I. Purpose

Enhancing the present monitoring networks is a direct result of the District's Water Supply Plan Initiatives. The Water Supply Plans also recommend developing a regional ground water flow model using aquifer data collected from District sponsored projects, as well as individual facilities/utilities currently utilizing and monitoring the wetland systems.

II. Activities

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

The major activities at each monitoring site will consist of (a) well drilling and soil sampling, (b) aquifer testing, (c) equipment installation and maintenance, and (d) data collection. It is agreed that the District shall incur all costs associated with installation, including without limitation, well-head protection devices, any associated permit fees, and costs associated with data collection activities as described herein. In addition, the District shall be responsible for obtaining all permits or approvals from the necessary governmental agencies as required for installation or monitoring, repair or maintenance at District expense and Osceola County shall have no responsibility for obtaining permits or approvals or for payment of such costs.

The District shall also be responsible for the maintenance and operation of any and all equipment installed on the Property pursuant to this Right of Entry. All collected information will be shared with the County upon their request.

a. Equipment installation. Staff from the District's Electronic Support and Data Acquisition (ESDA) Division, or a District-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 a District-approved contractor for archiving. Typically, one or 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 its designated representative. If requested, the District/contractor will notify the Property

Owner or its designated representative before each sampling/maintenance event to assure proper facility protocols are met.

c. Well Construction. The District, or its representative, intends to construct two shallow wells adjacent to the wetland and one stilling well in the wetland to measure water levels. In addition, the District may construct a 4 or 6-inch Floridan aquifer well adjacent to this site. During construction the wells will be purged to improve aquifer connection and a slug test run to measure aquifer parameters. Where access is adequate, a truck mounted drill rig will be used for construction. This may require that the front gate be temporarily removed during the construction period. The installation of the stilling well will be completed by hand or by the tripod driving method. Based upon an evaluation of the security issues at the site, the District, at its own cost, may install a 10' x 10' security fence/barrier surrounding the wells and the recording equipment.

EXHIBIT "B"
Regional and Local Maps

