

CERTIFIED ORIGINAL



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ORLANDO SERVICE CENTER 1707 Orlando Central Parkway, Suite 200, Orlando, FL 32809
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www.sfwmd.gov/org/exo/orlsc/index.html

October 31, 2002

To: Debbie Bradshaw
OUC
P.O. Box 3193
Orlando, Florida 32802

Re: Right of Access Agreement, Sky Lake and Airport Industrial

Debbie,

Attached are two copies of the signed right of access agreement signed by Chip Merriam representing SFWMD. Please have the appropriate OUC individual sign and date the agreement and return one original copy to my office. Thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Sweazy".

Chris Sweazy, P.G.
South Florida Water Management District

Rick:

Let me know what you & Wayne think.
I will also review. Hopefully, you can
then pass onto Bob.

Deb

GOVERNING BOARD

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Henry Dean, *Executive Director*

RIGHT OF ENTRY
AIRPORT INDUSTRIAL PARK SUBSTATION #19 AND SKYLAKE
WTP WELL TESTING AND MONITORING ACCESS
AGREEMENT, ORANGE COUNTY, FLORIDA

Orlando Utilities Commission ("Property Owner"), whose mailing address is P.O. Box 3193, Orlando, Florida 32802 and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT (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 the District, its agents, contractors, employees and assigns, are hereby granted the right to enter upon that certain real properties owned by the Property Owner, known as the Airport Industrial Park power sub-station #19 and the Skylake Water Treatment Plant, both located in Orange County, Florida, for the purposes described below. The locations of the equipment and the timing of the installation 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 Orlando Utilities Commission (OUC) and the District desire to enter into this agreement to enhance monitoring of the Floridan Aquifer System (FAS) and shallow aquifer system in Orange County, Florida. This monitoring effort is intended as a long term initiative to obtain information to improve the understanding of these aquifers and to assist in the development and calibration of regional aquifer models.

Improving the existing shallow aquifer and FAS monitoring networks is a recommendation of the District's water supply plan initiatives. The water supply plans 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 Floridan aquifer.

II. General Activity Summary

District short-term activities include the construction of one shallow aquifer well at each site and the conducting of a short-term slug test on each constructed well. The shallow wells will be an estimated 25 to 30 ft. in depth and either 2 or 4-inches in diameter. The long-term activities conducted on both properties will focus exclusively on obtaining water level data. In addition to the shallow wells, the District wishes to monitor water levels in the 5-inch upper Floridan well on the Skylake WTP property along the Beeline Expressway and the lower Floridan aquifer well located at the Airport Industrial Park Substation #19 (outside of fence). Rainfall gauges will be established at each location to measure daily rainfall. All monitoring will be automated and passive in nature and will be conducted in a manner so as to minimize disruption to normal facility operations.

It is understood by this agreement that the District shall incur all costs associated with

installation, well-head modifications, protective covers, and collection activities as described herein.

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.

III. Specific Activities

a. Well Drilling and Testing. The District will supervise a hired well drilling contractor in the construction and testing of one shallow well at the Skylake WTP property and one shallow well at the Boggy Creek power substation. Testing shall consist of the conducting of a slug test for each well. Once constructed and tested, the wells will be left for the purpose of monitoring water levels. Any soil materials generated as part of the well construction will be spread at the site. The locations of these sites are shown in Exhibits 1 and 2.

b. 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. A rainfall gauge will also be established at each location. All monitor well pads will be surveyed to National Geodetic Vertical Datum (NGVD) by District staff or a contractor.

c. 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 or two field technicians using a portable computer will download the electronic data-loggers monthly, as well as perform routine maintenance on the equipment. The sites may also be linked by radio telemetry to minimize entry into the property. 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. Site visits will 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 Facility/Utility contact and will occur during normal working hours.

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 installed by the District will be 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 carry out the activities described herein.
4. This Right of Entry does not convey any property rights or equipment to the Property Owner 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. Property Owner may terminate this Right of Entry upon 30 days written notice to the District. The District will be given a reasonable amount of time to remove that equipment installed by the District as part of this agreement.
9. Prior to entry of District personnel, or its subcontractors to the sites, the District will notify OUC of the names and other necessary information required to make safety background checks. The District will update this information as the list of personnel changes. Entry onto the project sites will not be permitted until these checks are completed or OUC staff has indicated entry is permitted. OUC will perform the cost of these background checks as an in-kind service.
10. The District will coordinate all entry to the site with OUC. If requested, the District will provide a lock to attach to the entry gate in a manner prescribed by OUC.
11. The District will provide for the protection of the sites against tampering. Surrounding each well will be a 5 x 5 concrete pad with 6-inch diameter steel traffic bumpers on each corner. A 6-foot high chain link fence will be installed surrounding the 5 x 5-foot concrete pad. The enclosure will be constructed using 6-foot high 9-gauge black fence, 2 1/2-inch steel terminal posts, and 1 5/8-inch top rails. Fixed atop the perimeter of the fence will be three strands of barbwire. A matching 6-foot high gate will

be included with a lock mechanism. All equipment will be retained within this area with the exception of the rain gauge, which may be located just outside the fence area.

12. 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 17th day of December, 2002.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature]



Althea H. Lee
MY COMMISSION # CC887424 EXPIRES
November 14, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]

ORLANDO UTILITIES COMMISSION

By: [Signature] date: 11/21/02

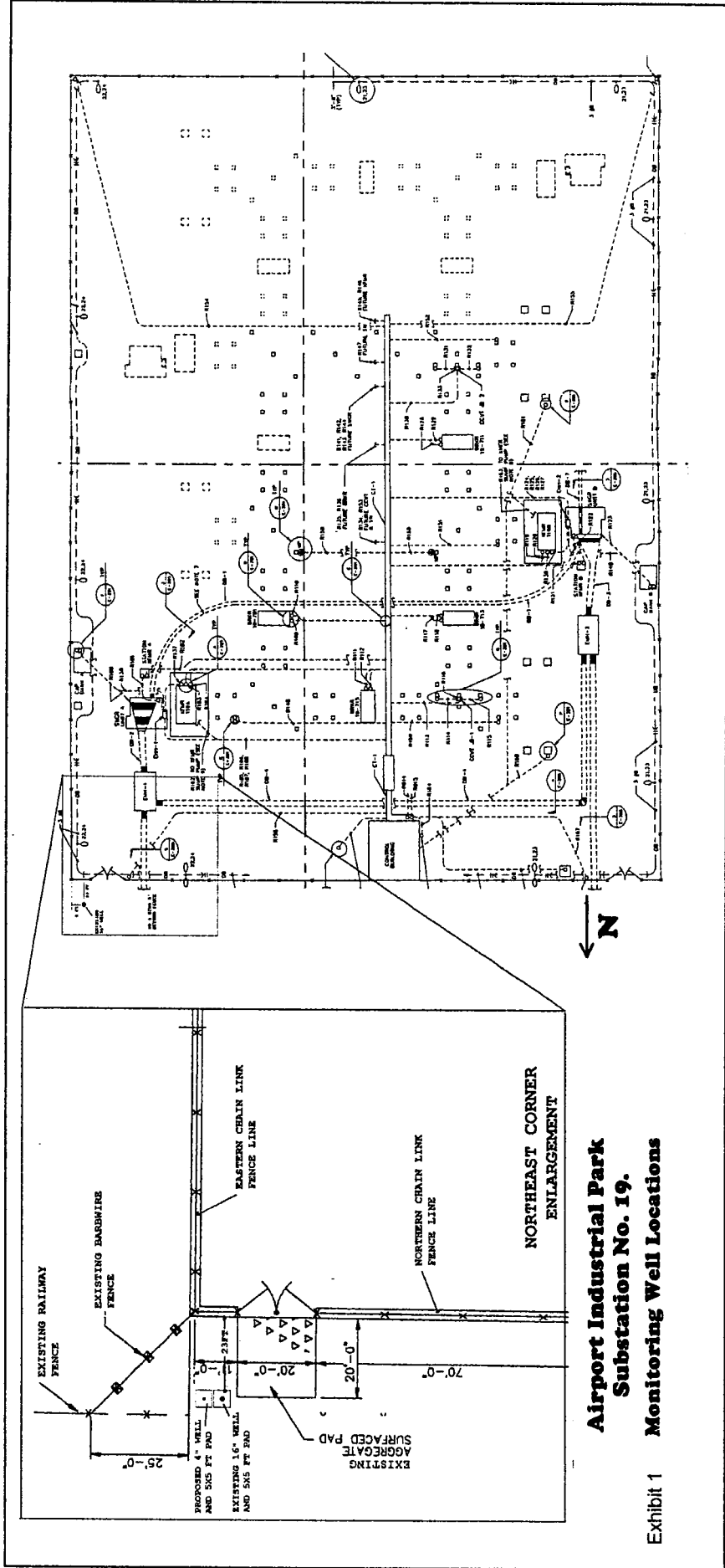
Print Name: ROBERT C. HAVEN

Title: GENERAL MANAGER & CEO

Approved as to form and legality
OUC Legal Department

DATE: 11-21-02 By: [Signature]

EXHIBIT 1



**Airport Industrial Park
Substation No. 19.
Monitoring Well Locations**

EXHIBIT 2

**SKY LAKE WTP
MONITORING WELL LOCATIONS**

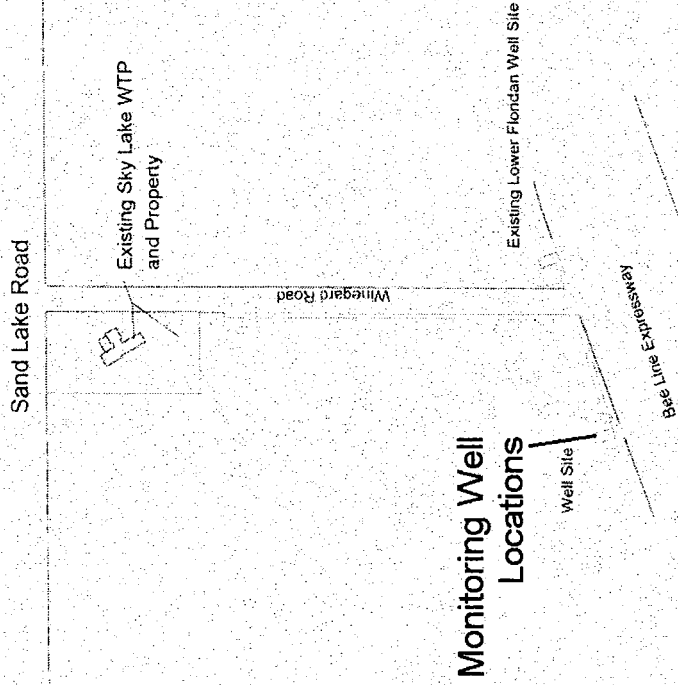


EXHIBIT 2