

# RIGHT OF ENTRY

## Project: FLORIDAN AQUIFER MONITORING WELL ACCESS AGREEMENT

The Island Water Association, Inc. ("Property Owner"), whose mailing address is 3651 Sanibel-Captiva Road Sanibel, FL, 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 the right to enter upon that certain real property (the "Property") owned by Property Owner, located at same as above (street address), in Lee County, Florida, for the purposes described below:

### 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 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. Access to the Property during these trips will be coordinated with the Facility/Utility Director.

On a quarterly basis, District staff or an approved contractor will 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 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 returned to substantially the same condition that they were in on the date hereof, normal wear and tear excepted, 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. This Right of Entry shall automatically expire after five (5) years unless extended as per paragraph 9 below. Furthermore, this Right of Entry may be terminated at any time by either party, upon 30 days written notice to the other party.
4. 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.
5. 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.
6. 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).
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, if necessary.
9. 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 10<sup>th</sup> day of June, 2001.


**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: Naomi S. Duerr

**Naomi S. Duerr, P.G., Deputy Executive Director, Water Resources Management**

**PROPERTY OWNER**

Facility: The Island Water Association, Inc.

By: 

Print Name: Roger A. Blind

Title: General Manager



# 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

## FAX COVER SHEET

Date: 10/17/02

TO: Kirk Martin

FAX # 407-598-4241

FROM: ED REICHERT - SFWMD

561-682-2975

FAX # 561-681-6265

Number of pages (including cover sheet) 6

### Comments

Here is the signed ACCESS AGREEMENT Form  
~~is~~ that you requested

3rd Times A charm. Sorry about the inconvenience

#### GOVERNING BOARD

Michael Collins, *Chairman*  
Michael D. Minton, *Vice Chairman*  
Mitchell W. Berger

Vera M. Carter  
Gerardo B. Fernandez  
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.  
Harkley R. Thornton  
Trudi K. Williams

#### EXECUTIVE OFFICE

Frank R. Finch, P.E., *Executive Director*  
James E. Blount, *Chief of Staff*

## RIGHT OF ENTRY

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The Island Water Association, Inc. \_\_\_\_\_ (“Property Owner”), whose mailing address is 3651 Sanibel-Captiva Rd., Sanibel, Florida 33957 \_\_\_\_\_, 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 the right to enter upon that certain real property (the “Property”) owned by Property Owner, located at various locations within the City of Sanibel (street address), in Lee County, Florida, as depicted on Exhibit “A” attached hereto (site map) and incorporated herein by reference, for the purposes described below:

### **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.

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#### **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 as to minimize 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 and data collection activities as described herein.

*a. Equipment installation.* Staff from the District’s Electronic Support and Data Acquisition (ESDA) Department, 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, a 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 repair or upgrade equipment, as deemed necessary. Access to the Property during these trips will be coordinated with the Facility/Utility Director.

On a quarterly basis, District staff or an approved contractor will 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 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 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 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. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**By its Governing Board**

By: \_\_\_\_\_  
Michael Collins, Chairman

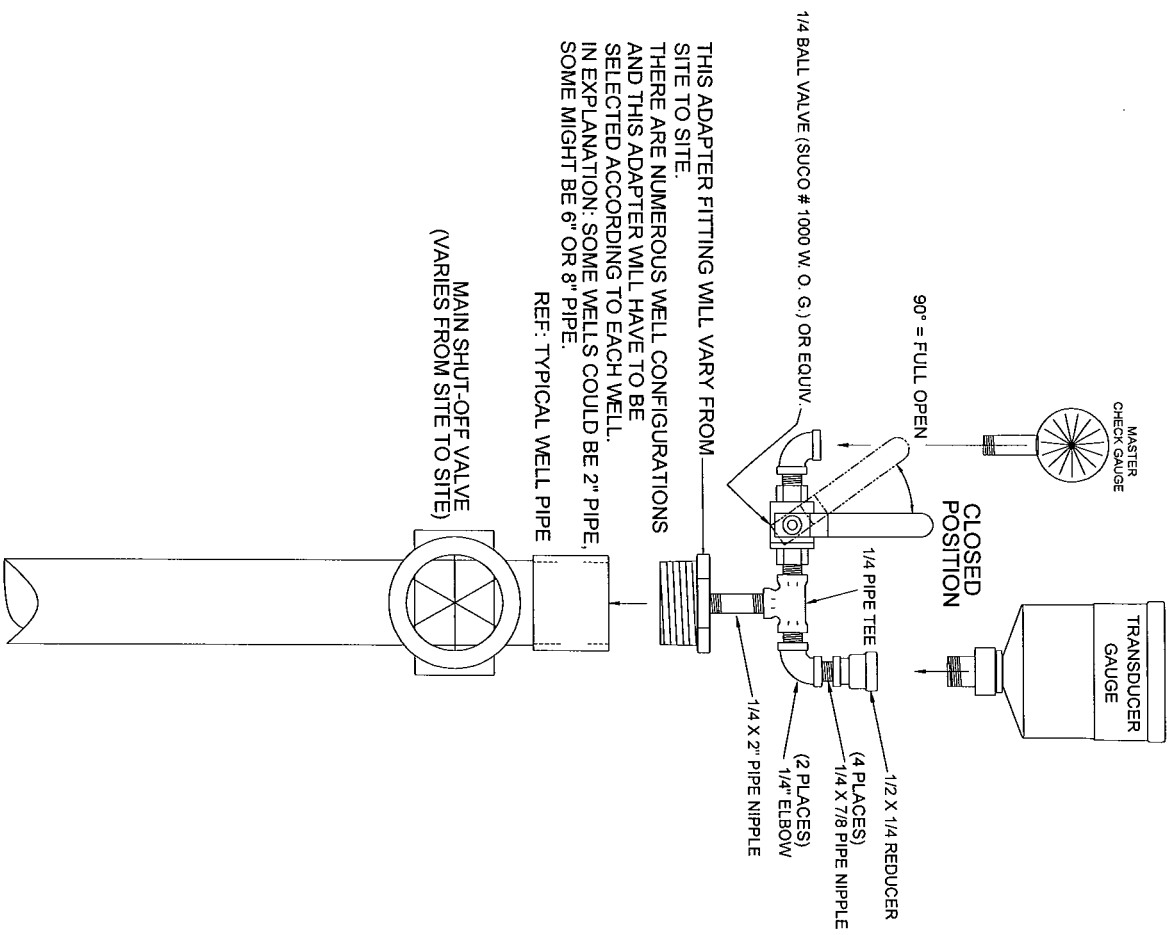
Attest: \_\_\_\_\_  
Assistant Secretary

**PROPERTY OWNER:**

Richard W. Derowitsch

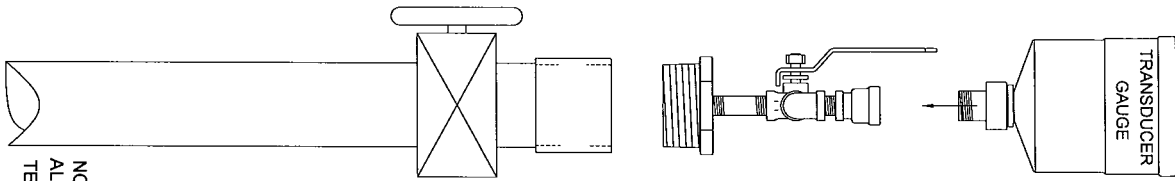
Print Name: Richard W. Derowitsch  
Engineering Manager  
The Island Water Association, Inc.



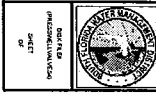


THIS ADAPTER FITTING WILL VARY FROM SITE TO SITE. THERE ARE NUMEROUS WELL CONFIGURATIONS AND THIS ADAPTER WILL HAVE TO BE SELECTED ACCORDING TO EACH WELL. IN EXPLANATION: SOME WELLS COULD BE 2" PIPE, SOME MIGHT BE 6" OR 8" PIPE.

REF: TYPICAL WELL PIPE



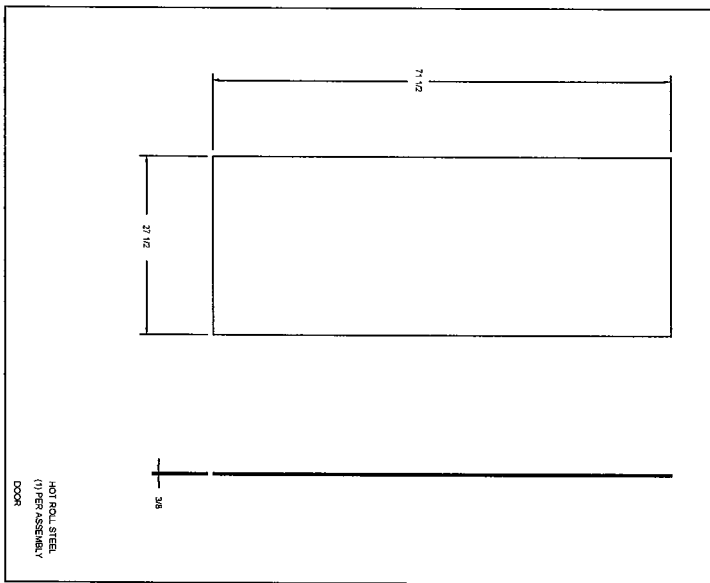
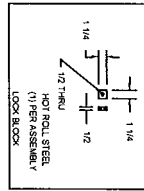
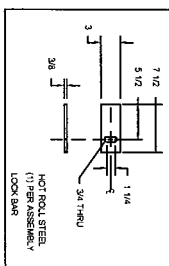
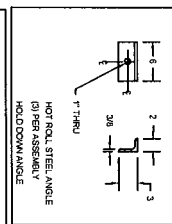
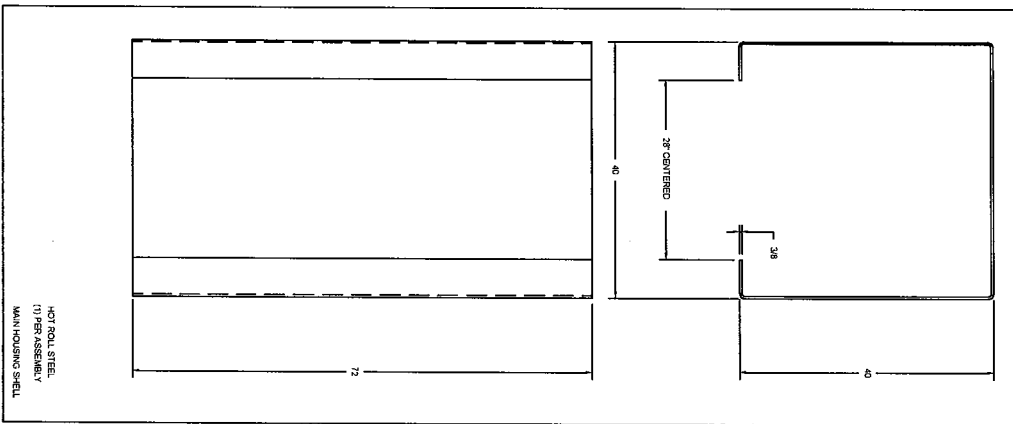
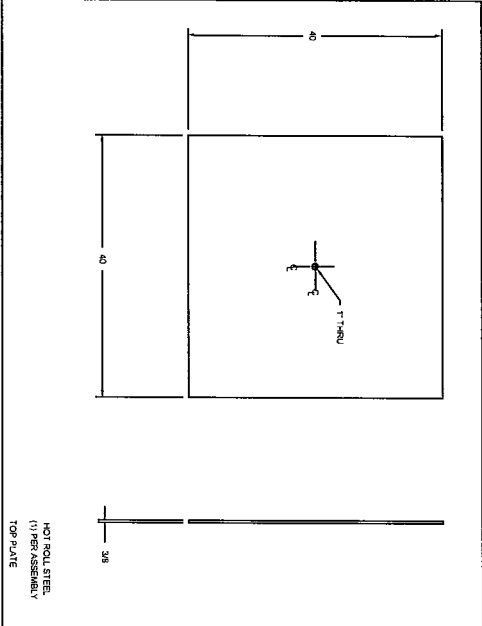
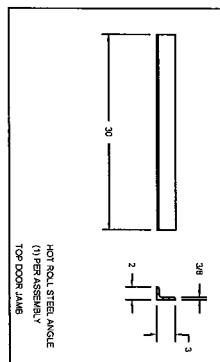
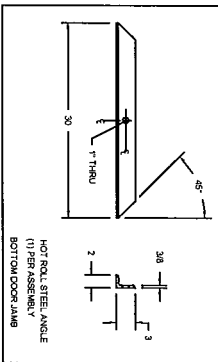
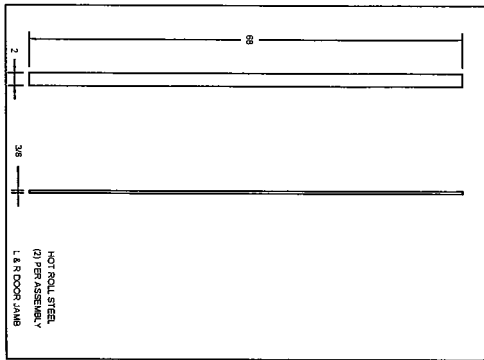
NOTES:  
ALL PIPE FITTINGS / VALVE, TO BE 304 OR 316 SERIES S. STEEL  
TEFLON TAPE ALL THREADS



**SOUTH FLORIDA  
WATER MANAGEMENT DISTRICT**  
WEST PALM BEACH, FLORIDA

TELEMETRY SPECIFICATIONS  
TEST PIPE CONFIGURATION FOR  
TYPICAL PRESSURIZED WELLS

ENGINEER				
DRAWN				
CHKD				
DATE	11/18/2000			
SCALE				
DWN	CHKD	DATE		REVISIONS

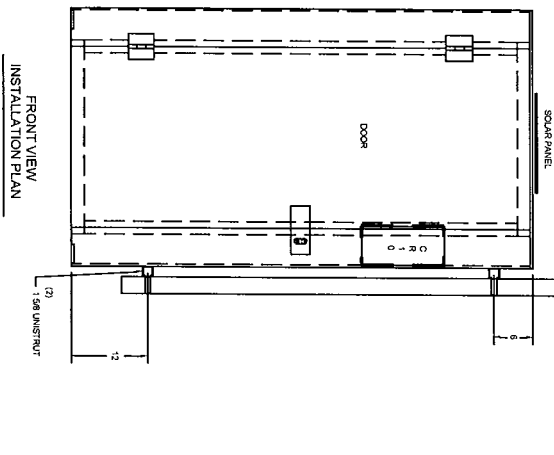
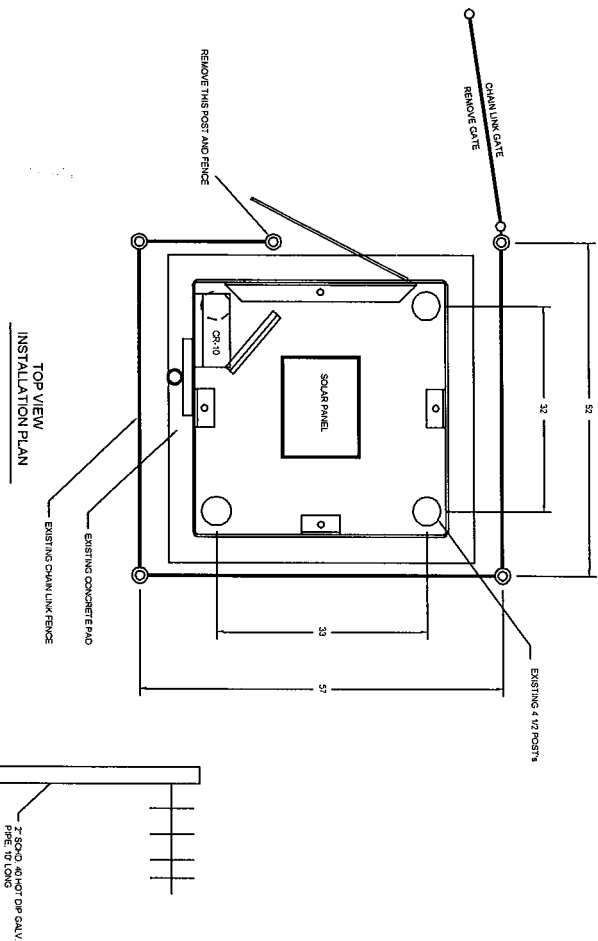
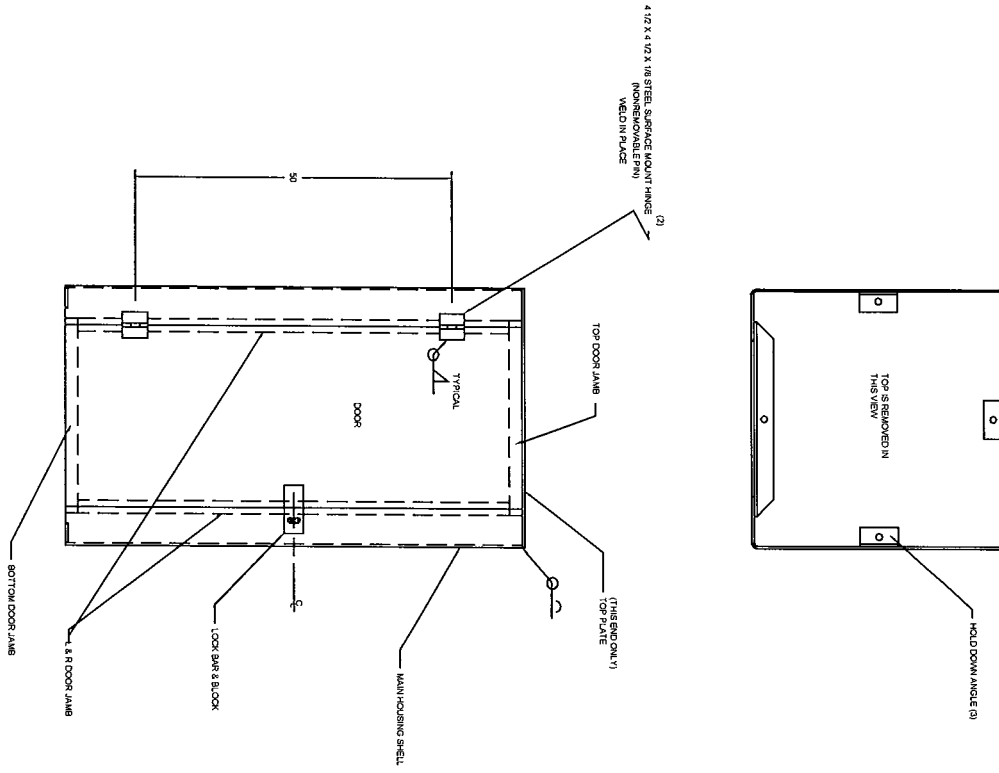


**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
WEST PALM BEACH, FLORIDA

**TELEMETRY SPECIFICATIONS**  
FOR TYP. WELL HEAD "INSTRUMENT" PROTECTION

ENGINEER				
DRAWN				
CHECK				
DATE	07/2000			
SCALE				
DWG	CHKD	DATE		
				REVISIONS

- 1: NO SHARP EDGES
- 2: PER DUPONT SPECIFICATIONS  
PAINT DUPONT CENTARI ACRYLIC ENAMEL. APPLIANCE WHITE (OUTSIDE ONLY) OVERSPRAY IS OK
- 3: ALL UNSPECIFIED WELDS ARE TO BE (BEST WAY)
- 4: UNIT IS TO HAVE A NICE APPEARANCE WHEN COMPLETE



**SOUTH FLORIDA  
WATER MANAGEMENT DISTRICT**  
WEST PALM BEACH, FLORIDA

**TELEMETRY SPECIFICATIONS**  
FOR TYP. WELL HEAD "INSTRUMENT" PROTECTION

ENGINEER				
DRAWN				
CHECK				
DATE	4/20/00			
SCALE				
	OWN	CHGD	DATE	REVISIONS



South Florida  
Water Management District  
1 of 3