

G-3061

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7-23-02  
R# 874-02

## RIGHT OF ENTRY

### Project: FLORIDAN AQUIFER MONITORING WELL ACCESS AGREEMENT

MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("Property Owner"), whose mailing address is 3071 S.W. 38 Avenue, Miami, Florida 33146, 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 in Miami-Dade County, Florida, as depicted on Exhibit "A" attached hereto (site map) 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 potential uses of the FAS.

##### **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, operation, maintenance, and collection activities as described herein.

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

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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 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, subject to the limitations of liability referenced in paragraph 4 of this Right of Entry.
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. The District acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes, and that the District is solely responsible for any damage or injury sustained by any of its representatives, subcontractors, agents and their vehicles and equipment. Nothing contained herein shall constitute a wavier of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

5. The District's exercise of its rights under this Right of Entry shall not unreasonably interfere with the Property Owner's use of the Property. All District employees, contractors and agents entering the Property pursuant to this Right of Entry shall abide by the terms of all applicable Miami-Dade County ordinances, regulations, and administrative orders governing the security of the County's water and/or sewer facilities. Access to such facilities granted pursuant to this Right of Entry is conditioned upon compliance with all such ordinances, rules, and orders.
6. 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.
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 initial term of this Right of Entry shall terminate 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 5 day of Sept, 2002.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

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

**Form Approved By:**

Holly Walter  
South Florida Water Management  
District Counsel

8.28.02  
Date

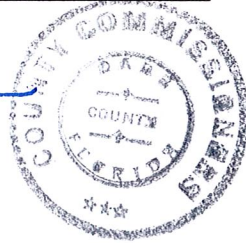
MIAMI-DADE COUNTY

By: \_\_\_\_\_

Print Name: STEVE SHIVER

Title: County Manager <sup>for</sup>

*Clayton Shiver*



Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney

\_\_\_\_\_ Date

Hialeah ( Hialeah # 1 )

Site Description: enclosed cement slab surrounded by trees

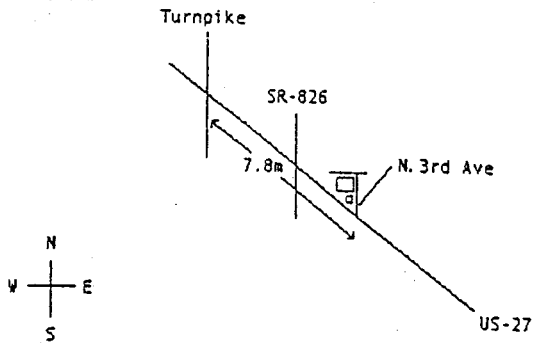
Lat / Long: 254942.534 / 801715.984 Datum: NAD - 83

Site Owner: U.S.G.S. U.S.G.S. ID: G-3061

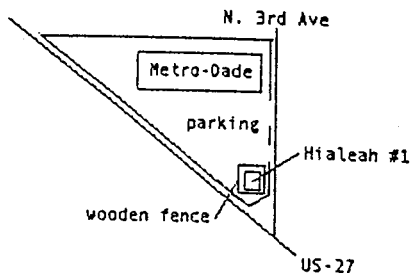
Site Contact: Bertha Goldenberg ( WASA ) Contact Number: 305-669-5751

**Written Directions:** From the intersection of US-27 and the Florida Turnpike, travel south on US-27 ( Okeechobee Rd. ) for 7.8 miles to N. 3rd Ave. Turn left on N. 3rd Ave. and turn left again into the Metro Dade maintenance facility. The well is located in a 6' high wooden fenced area on the extreme southeast corner of the property.

ROAD MAP

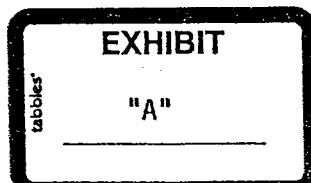


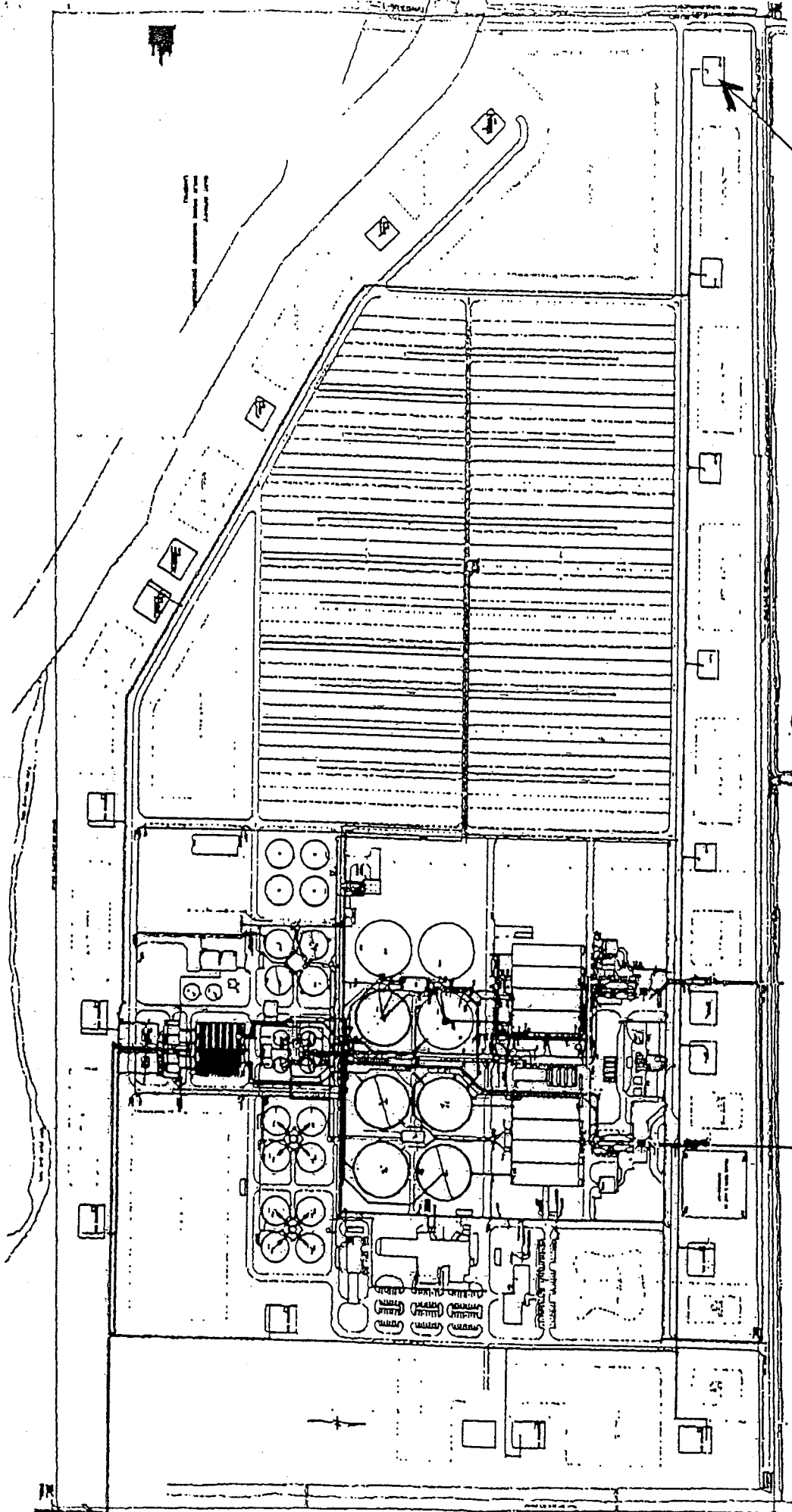
SITE MAP



Well Info:

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FA-5

SW 232 ST

SOUTH DISTRICT WWTP

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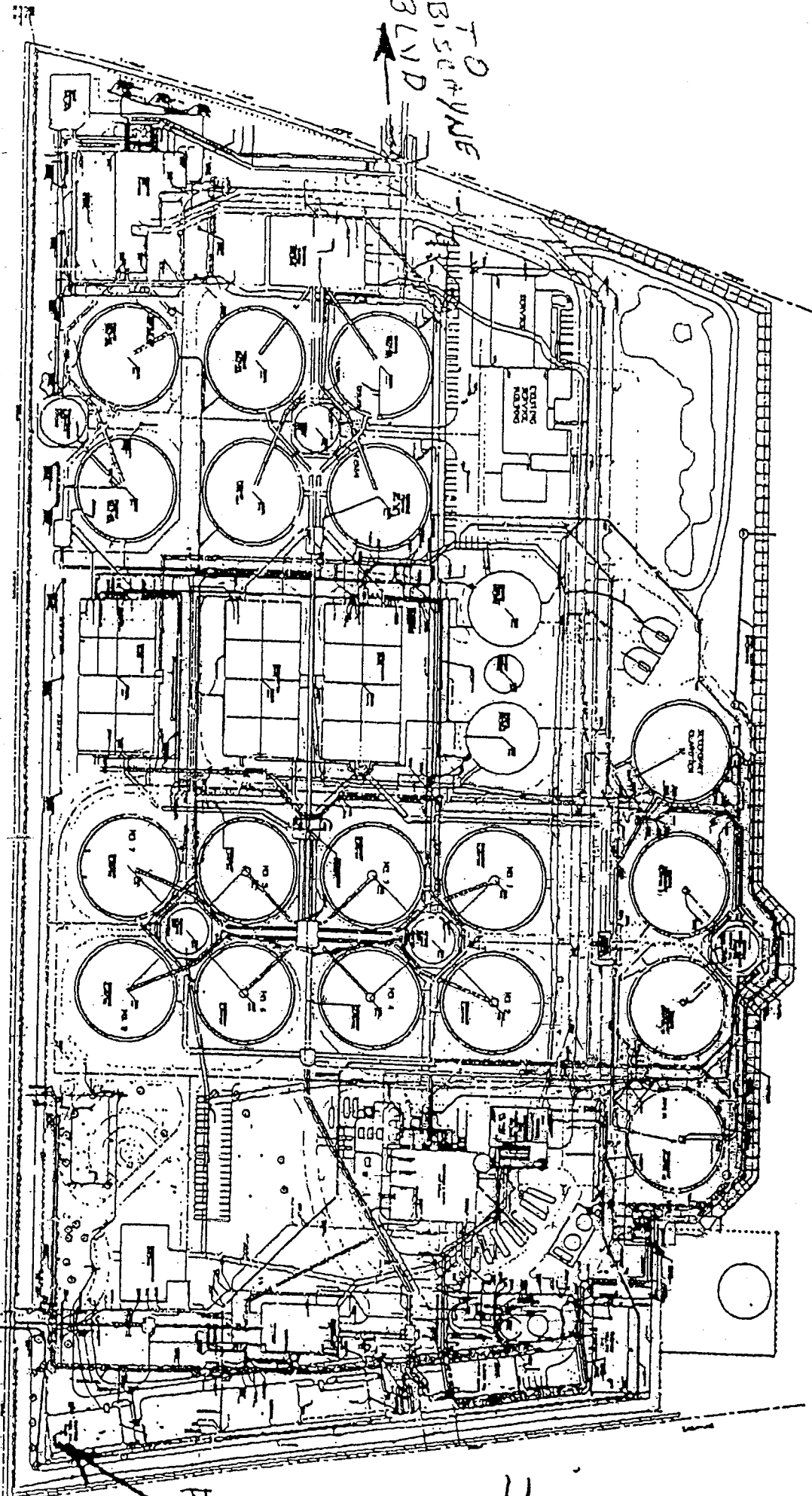
SW 87 AVE 10

NORTH DISTRICT WWTP

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TO  
BISCHME  
BLVD  
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TO  
MILK  
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