

# RIGHT OF ENTRY AGREEMENT

## Project: FLORIDAN AQUIFER MONITORING REGIONAL NETWORK

CITY OF CAPE CORAL ("Property Owner"), a public utility whose mailing address is 3300 SW 20<sup>th</sup> Avenue, Cape Coral, 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 on Old Burnt Store Road, Cape Coral, Florida, location 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 8 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 Floridan 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 the existing Lower Hawthorn and Floridan monitoring wells on the 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) equipment installation, and (b) data collection. It is agreed that the District shall incur all costs associated with this study. 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. ***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 wells. 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 B.
- b. ***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 wells. 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. City of Cape Coral will be notified of the date and time when groundwater samples are to be collected.

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 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. District here by agrees to assume liability for the negligent acts of its employees or agents arising directly or indirectly from the Districts activities pursuant to this Agreement and will defend all claims, causes of actions which any person may pursue against the Property Owner based on the willful or negligent acts of District's employees or agents during the performance of the terms of this Agreement. District assumes no liability beyond that allowed by 768.29, Florida Statutes.
9. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**City of Cape Coral, a Florida Public Utility**

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

  
Terry Stewart, City Manager

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

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

  
Chip Merriam, Deputy Executive Director  
Water Resources Management

**EXHIBIT A**

## Location Description

**Latitude:** 26°39'05.2"N

**Longitude:** 82°03'22.0"W

**Datum:** NAD83

**Picture depicting the location of the two monitor wells.**



**EXHIBIT B**

## **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 a dual zone Florida monitor well.

