



CFN 2016179234  
 Bk 5064 Pgs 1231-1237 (7 Pgs)  
 DATE: 12/01/2016 02:26:41 PM  
 ARMANDO RAMIREZ, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$61.00  
 DEED DOC \$0.70

Prepared by and return to:

Real Estate Division  
 South Florida Water Management District  
 Post Office Box 24680  
 West Palm Beach, Florida 33416-4680

**ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (“Agreement”) is dated as of August 17, 2016, between **REEDY CREEK IMPROVEMENT DISTRICT** (“Owner”), whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created by Chapter 373, Florida Statutes, (“SFWMD”) whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and SFWMD agree as follows:

1. **Permission to Enter Land.** Owner does hereby grant to SFWMD and its employees, agents, and contractors non-exclusive permission to enter onto Owner’s land described in Exhibit A (the “Premises”) from time to time during the Term of this Agreement for the purpose of undertaking the installation, operation and maintenance of and collection of data from the monitoring well ORF-60 located on the well site portion of the Premises (hereinafter referred to as the “Project”). Those portions of the Premises described as Access 1 and Access 2 are to be used for access to the well site portion of the Premises. The permission granted hereunder is limited solely to the use of those areas of the Premises described on the site plan contained in Exhibit A. SFWMD shall be solely responsible for the installation, operation and monitoring of the Project. SFWMD and its employees, agents, and contractors may enter the Premises for installation, operation, general maintenance and data collection activities only on weekdays between the hours of 7:00 a.m. and 5:00 p.m. In the event that SFWMD or its employees, agents, or contractors enter the Premises on a weekday prior to 5:00 p.m. in accordance with this Agreement, they may stay beyond 5:00 p.m. to complete any activities initiated.

2. **Term.** The term of this Agreement (the "Term") shall commence upon the date written above and be continuous for ten (10) years. Notwithstanding the foregoing provisions, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. Upon termination of this Agreement, SFWMD will remove its equipment from the Premises and repair any damage caused by its use of the Premises, reasonable wear and tear excepted.

3. **Compliance with Laws; Performance of Work.** SFWMD will comply with all laws, ordinances, and governmental rules and regulations which apply to the Project and the use of the Premises. SFWMD will perform the work in a safe, skillful and competent manner and in accordance with the terms and conditions of all permits required for the Project.

4. **Liability/Contractor Insurance.** SFWMD acknowledges SFWMD's liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. While this Agreement is in effect, SFWMD shall cause its contractors to maintain Comprehensive General Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. SFWMD shall cause its contractors to provide Owner with a certificate of insurance evidencing such coverage and naming Owner as an additional insured.

5. **Severability Captions.** If any provision of this Agreement or if the application of any provision of this Agreement is found by a court of law to be invalid or unenforceable, it shall not make the entire Agreement invalid or unenforceable. Rather, each and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of the various paragraphs are for convenience only and do not limit the agreement.

6. **Complete Agreement.** This document contains the complete agreement between Owner and SFWMD concerning the activities to be conducted on the Premises in connection with the Project. SFWMD further understands and agrees that SFWMD has no right to rely on any statement or promise which is not in writing and contained in this Agreement or a written amendment to this Agreement.

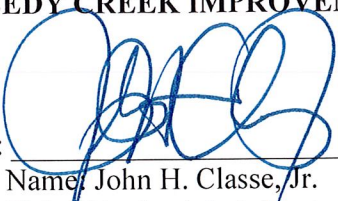
7. **Notices.** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party, any form of overnight mail, or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address or any other contact information stated herein by giving notice of the change in accordance with this article.

The parties to this Agreement agree that they have read and understand all of the terms contained in this Agreement and that they have executed this Agreement on the date set forth in the first paragraph above.

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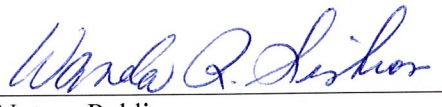
**OWNER:**

**REEDY CREEK IMPROVEMENT DISTRICT**

By:   
Name: John H. Classe, Jr.  
Title: District Administrator

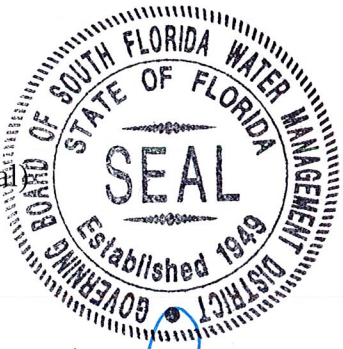
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2016, by **John H. Classe, Jr.**, as District Administrator, of behalf of Reedy Creek Improvement District, who is personally known to me.

  
Notary Public  
Print: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



(Corporate Seal)



SFWMD:

**SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT**

ATTEST:

By: [Signature]  
Kevin Powers, Vice-Chairman

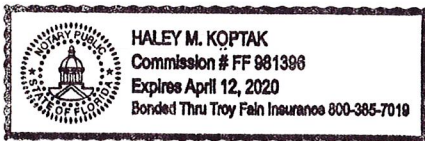
By: [Signature]  
Brenda Low, District Clerk/Secretary

Legal Form Approved  
Office of Counsel

By: [Signature]  
Andrew Ross

STATE OF FLORIDA  
COUNTY OF PALM BEACH

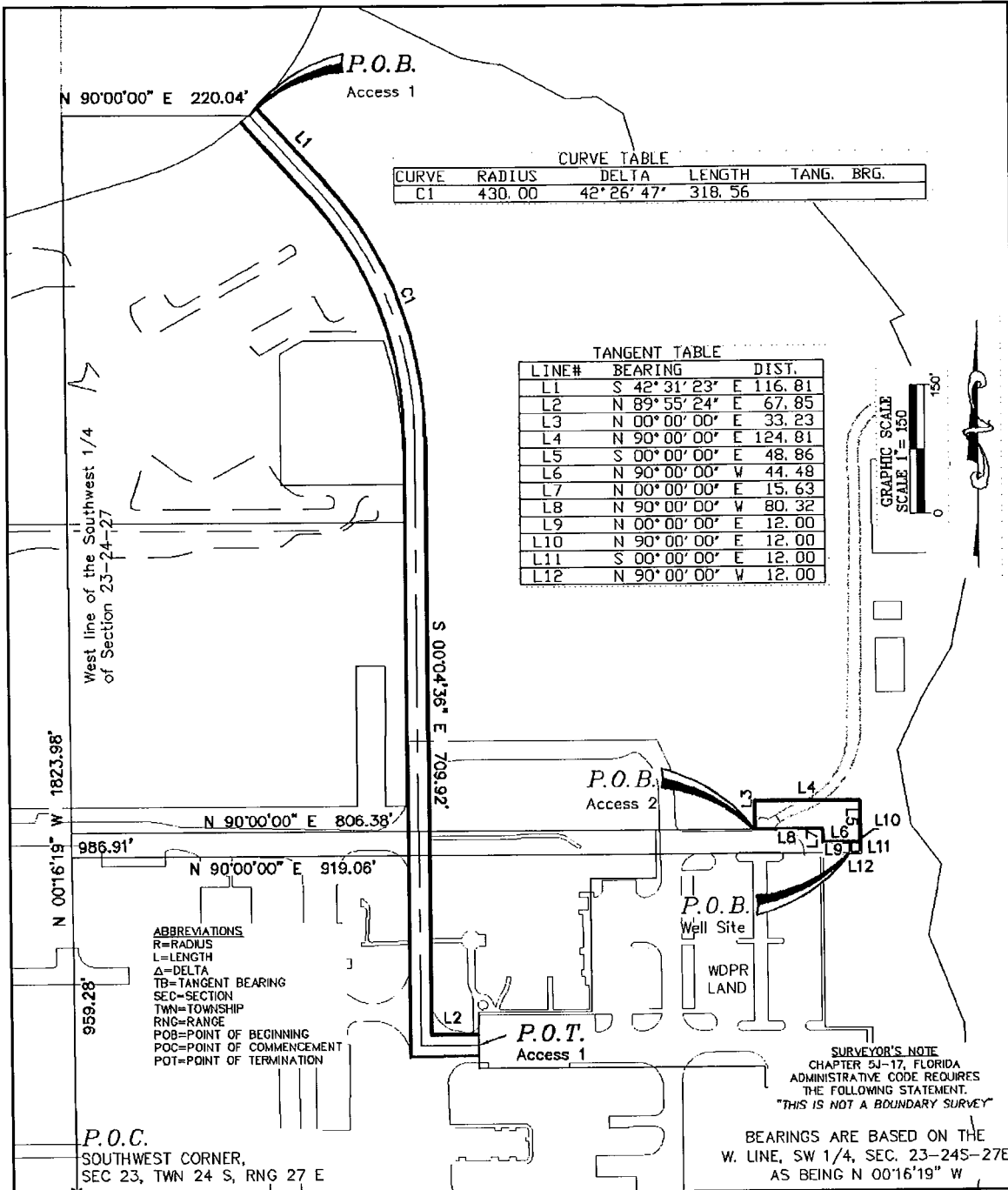
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 2016, by Kevin Powers and Brenda Low, Governing Board Vice-Chairman and District Clerk/Secretary, respectively, of the South Florida Water Management District, a governmental entity created by Chapter 373, Florida Statutes, on behalf of the entity, who are personally known to me.



[Signature]  
Notary Public  
Print: Haley M. Koptak  
My Commission Expires: April 12, 2020

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PREMISES**  
(Following 2 pages)



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	430.00	42°26'47"	318.56	

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 42°31'23" E	116.81
L2	N 89°55'24" E	67.85
L3	N 00°00'00" E	33.23
L4	N 90°00'00" E	124.81
L5	S 00°00'00" E	48.86
L6	N 90°00'00" W	44.48
L7	N 00°00'00" E	15.63
L8	N 90°00'00" W	80.32
L9	N 00°00'00" E	12.00
L10	N 90°00'00" E	12.00
L11	S 00°00'00" E	12.00
L12	N 90°00'00" W	12.00

**ABBREVIATIONS**  
 R=RADIUS  
 L=LENGTH  
 Δ=DELTA  
 TB=TANGENT BEARING  
 SEC=SECTION  
 TWN=TOWNSHIP  
 RNG=RANGE  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT  
 POT=POINT OF TERMINATION

SURVEYOR'S NOTE  
 CHAPTER 5J-17, FLORIDA  
 ADMINISTRATIVE CODE REQUIRES  
 THE FOLLOWING STATEMENT.  
 "THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE  
 W. LINE, SW 1/4, SEC. 23-24S-27E  
 AS BEING N 00°16'19" W

	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7889	FILING AREA <b>SOUTH SERVICE AREA</b>	DATE: 7/14/16
		PROJECT NAME <b>WELL AND ACCESS EASEMENT</b>	SCALE 1" = 150'
		SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
		COMMENTS <b>GRANTOR: RCID</b>	FILENAME: 08BJG16129

## DESCRIPTION

### ACCESS 1

A 25.00-foot-wide strip of land lying in Section 23, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 23, run along the West line of the Southwest 1/4 of said Section 23, N 00°16'19" W, 1823.98 feet; thence N 90°00'00" E, 220.04 feet to the Point of Beginning, thence S 42°31'23" E, 116.81 feet to a point of curvature of a curve concave Westerly having a radius of 430.00 feet, and a central angle of 42°26'47"; thence run Southerly along the arc of said curve, 318.56 feet; thence S 00°04'36" E, 709.92 feet; thence N 89°55'24" E, 67.85 feet to the Point of Termination.

### ACCESS 2

A parcel of land lying in Section 23, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 23, run along the West line of the Southwest 1/4 of said Section 23, N 00°16'19" W, 986.91 feet; thence N 90°00'00" E, 806.38 feet to the Point of Beginning, thence N 00°00'00" E, 33.23 feet; thence N 90°00'00" E, 124.81 feet; thence S 00°00'00" E, 48.86 feet; thence N 90°00'00" W, 44.48 feet; thence N 00°00'00" E, 15.63 feet; thence N 90°00'00" W, 80.32 feet to the Point of Beginning.

### WELL SITE

A parcel of land lying in Section 23, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 23, run along the West line of the Southwest 1/4 of said Section 23, N 00°16'19" W, 959.28 feet; thence N 90°00'00" E, 919.06 feet to the Point of Beginning, thence N 00°00'00" E, 12.00 feet; thence N 90°00'00" E, 12.00 feet; thence S 00°00'00" E, 12.00 feet; thence N 90°00'00" W, 12.00 feet to the Point of Beginning.

ARMANDO RAMIREZ  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY FLORIDA  
2 Courthouse Square  
Suite 2000  
Kissimmee, FL 34741  
WWW.OSCEOLACLERK.COM  
REF: PRE SCANNED

DATE:12/1/2016  
TIME:2:26:41 PM  
RECEIPT: 1894447

WATER MANAGEMENT DISTRICT  
ACCOUNT #: 0

ITEM - 01 EASEMENT  
RECD: 12/1/2016 2:26:41 PM  
FILE: 2016179234 BK/PG 0 5064/1231  
Recording Fees 61.00  
DEED DOC 0.70  
Subtotal 61.70

ITEM - 02 EASEMENT  
RECD: 12/1/2016 2:26:41 PM  
FILE: 2016179235 BK/PG 0 5064/1238  
Recording Fees 78.00  
DEED DOC 0.70  
Subtotal 78.70

TOTAL DUE \$140.40  
PAID TOTAL \$140.40  
PAID CHECK \$140.40  
Check #3153091: 140.40

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REC BY: kword  
COUNTY RECORDER