### RIGHT OF ENTRY

# Project: FLORIDAN AQUIFER MONITORING WELL ACCESS AGREEMENT

FORT PIERCE UTILITIES AUTHORITY ("Property Owner"), whose
mailing address is 403 Seaway Dr. Fort Pierce, FL 34949
, 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
403 Seaway Dr. Fort Pierce, FL 34949 (street address(es)), in St.
Lucie 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 models. These models will be used to evaluate competing uses of the FAS as a water supply source, and identify appropriate Consumptive Use Permitting (CUP) rulemaking criteria.

#### II. Activities

District activities conducted on the Property will focus exclusively on obtaining waterlevel 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. 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.

The Property Owner and the District hereby agree as follows:

- 1. The Property Owner hereby acknowledges that (i) any equipment or physical structures 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 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 may be extended for up to five (5) successive renewal terms of five (5) years each upon mutual written agreement of the parties on or before the anniversary of each successive five (5) year term. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any.
- 9. The District acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the District to which sovereign immunity applies. Nothing contained herein shall be construed as indemnification by the District of any party whatsoever. Nothing shall be construed as consent to be sued by third parties in any matter arising out of any contract.

Witness our hands and seals this 10th day of September, 2009.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Carol Ann Wehle, Executive Director

Form Approved By:

South Florida Water Management

**District Counsel** 

7-70-C

# **PROPERTY OWNER:**

FORT PIERCE UTILITIES AUTHORITY	
By: <i>Way</i>	Than & Thies
Print Name:	William G. Thiess, P.E.
Title:	
	August 26, 2009
FORT PIFRC	E UTILITIES AUTHORITY
ROARD CHAI	R-PERSON
DOMIND CHA	anele K. Gully
By:	anele N. Willy
	Pamela K. Cully
Title:	Chairman
Date:	August 27, 2009
	<u>E UTILITIES AUTHORITY</u>
ATTORNEY	. 1
By: <i>A</i>	N KM/
Print Name:	Rupert N. Koblegard, III
	FPUA Attorney
	August 26 2009

# **EXHIBIT A**

